

**REQUEST FOR PROPOSALS (RFP)
FOR
LEGISLATIVE DRAFTING AND INFORMATION SYSTEM
DESIGN AND DEVELOPMENT**

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

ISSUE DATE:
JUNE 24, 2022

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

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I. INTRODUCTION

A. Purpose of this Request for Proposals (RFP).

The Legislative Council Service (LCS) is soliciting sealed proposals to establish a contract through competitive negotiations for the procurement of services for the design and development of a legislative drafting and information system that will provide integrated legislative applications and databases, including legislative drafting components and legislator information, committee and chamber components, as detailed in this RFP.

B. Background Information and Scope of Procurement.

The LCS, created by statute in 1951, is the drafting and legal research agency for the New Mexico Legislature. The director and the LCS staff serve all members of the legislature without regard to their political affiliation, seniority or leadership position. The LCS also drafts legislation for executive, judicial and other state entities and serves as a central contact point for the public seeking information from the legislative branch. The LCS is statutorily bound to the confidentiality of requests for service.

The LCS drafts all pieces of legislation and amendments or substitutes requested by legislators, except for the General Appropriation Act. The LCS is responsible for the drafting, preparation and delivery of bills to legislators. The LCS additionally works closely with the House and Senate chief clerks to publish introduced bills online and publishes a daily bill locator, which tracks the status of a bill at any given date, along with sponsorship lists, tables of changes and various other reports.

Bill drafters, proofreaders and word processors are the key staff involved in the drafting of proposed legislation, including bills, memorials and resolutions, and any amendments to or substitutes for such proposed legislation. Bill clerks are involved in the preparation and delivery of bills when finalized. Bill historians track actions taken by the legislative committees and chambers on bills, memorials and resolutions, which are recorded in a bill locator that is published daily. The House and Senate chief clerks are responsible for keeping bills once introduced, providing schedules for House and Senate activities, keeping records of votes on legislation, keeping the journals of their respective chambers, calendaring legislation for standing committee and chamber floor hearings and overseeing the standing committee staff, who prepare standing committee reports and assist with day-to-day committee functions.

A number of databases, software programs, software applications, spreadsheets and other documents are kept by the various staff involved in the processes described above. The purpose of this RFP is to select a contractor to develop and design a legislative drafting and information system, including any software, to modernize the processes that legislative staff must perform, as outlined in the Scope of Work.

Additional background documents are available from the Procurement Library at:

[https://www.nmlegis.gov/Publications/Request For Proposals](https://www.nmlegis.gov/Publications/Request_For_Proposals).

C. Procurement Manager.

The LCS has assigned a Procurement Manager who is responsible for the conduct of this procurement, whose name, address, telephone number and email address are listed below:

Name: Amy Chavez-Romero, Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501
Telephone: (505) 986-4600
Email: amy.chavez-romero@nmlegis.gov.

All deliveries of responses via express carrier must be addressed as follows:

Name: Amy Chavez-Romero
Reference RFP Name: Request for Proposals — Legislative Drafting and Information
System Design and Development
Address: Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501.

Any inquiries or requests regarding this procurement should be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other LCS employees or Evaluation Committee members do not have the authority to respond on behalf of the LCS.

Protests of the solicitation or award must be submitted in writing to the Protest Manager as provided in Section II(B)(14) of this RFP. ONLY protests submitted to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this RFP.

D. Definitions and Terminology.

Definitions of terms used throughout this RFP, including appropriate abbreviations are as follows:

1) "202 Number" means the sequential naming convention used by the LCS since the 1950s to designate most legislative requests. Each request is assigned a unique number, referred to as a 202 number. Versions of any document are created using a "point" system. For example, (202) .233154.1 is the first version, and .233154.2 is a subsequent version;

2) "Contract" means a written agreement for the procurement of items of tangible personal property, services or professional services;

3) "Contractor" means the successful Offeror that enters into an agreement with the LCS;

4) "determination" means the written determination of a decision of the Procurement Manager, including findings of fact required to support a decision. A determination becomes part of the procurement file;

5) "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals;

6) "Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Evaluation Committee's recommendation for contract award. The Evaluation Committee Report will contain scores and evaluations of all responsive Offeror proposals;

7) "NMSA 1978" or "NMSA" means the New Mexico Statutes Annotated 1978, the official compilation of statutes published by the New Mexico Compilation Commission;

8) "Offeror" means any person, corporation or partnership that chooses to submit a proposal;

9) "Procurement Manager" means the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals;

10) "proposal" means the Offeror's response to the RFP;

11) "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals;

12) "responsible Offeror" means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal;

13) "responsive proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in this RFP. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements; and

14) "selection" means a formal written notice by the Procurement Manager that an Offeror has been selected to enter into a contract for services.

E. Procurement Library.

A Procurement Library has been established and can be viewed on the legislative website at:

[https://www.nmlegis.gov/Publications/Request For Proposals.](https://www.nmlegis.gov/Publications/Request_For_Proposals)

Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through the Offeror's own internet connection or by contacting the Procurement Manager and scheduling an appointment. The Procurement Library contains: an electronic version of the RFP; amendments to the RFP, if any; and written questions submitted pursuant to the RFP and written responses.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. Sequence of Events.

<u>Event</u>	<u>Date</u>
1. Issuance of RFP	June 24, 2022
2. Procurement Distribution List Response	July 8, 2022
3. Deadline to Submit Written Questions	July 11, 2022
4. Response to Written Questions	July 15, 2022
5. Submission of Proposals	August 1, 2022
6. Proposal Evaluation	August 2-8, 2022
7. Selection of Finalists	August 9, 2022
8. Oral Presentations	August 15, 2022
9. Best and Final Offers	August 15, 2022
10. Finalize Contractual Agreement	August 15-22, 2022
11. Contract Award	August 23, 2022
12. Protest Deadline	+15 days

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

B. Explanation of Events.

1) Issuance 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. Potential Offerors may direct questions about the RFP to:

Amy Chavez-Romero, Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501
(505) 986-4600.

2) Procurement Distribution List Response Due. Potential Offerors should return by email the "Acknowledgment of Receipt Form" that accompanies this document, Appendix A, to be placed on the Procurement Distribution List. The form should be signed by an authorized representative of the Offeror, dated and emailed to the Procurement Manager at amy.chavez-romero@nmlegis.gov by 5:00 p.m. Mountain Daylight Time on July 8, 2022.

The Procurement Distribution List will be used for the distribution of written responses to questions. Failure to return the "Acknowledgment of Receipt Form" shall constitute a presumption of receipt and rejection of the RFP and the potential Offeror's organization name shall not appear on the Procurement Distribution List.

3) Deadline to Submit Written Questions. Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. Mountain Daylight Time on July 11, 2022, as indicated in the Sequence of Events. All written questions must be submitted by *email* to the Procurement Manager at amy.chavez-romero@nmlegis.gov, with a subject line containing "RFP Questions".

4) Response to Written Questions. Written responses to questions will be distributed as indicated in the Sequence of Events to all potential Offerors appearing on the Procurement Distribution List. An email copy will be sent to all Offerors on the Procurement Distribution List. An electronic version of the questions and answers will be posted to the Procurement Library at:

https://www.nmlegis.gov/Publications/Request_For_Proposals.

5) RFP Amendments. If an RFP amendment is deemed necessary, the amendment will be issued as indicated in the Sequence of Events to all potential Offerors on the Procurement Distribution List. An email copy will be sent to all Offerors on the Procurement Distribution List at least seventy-two (72) hours before the deadline for submission of proposals. Additional copies will be posted to the Procurement Library at:

https://www.nmlegis.gov/Publications/Request_For_Proposals.

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

6) Submission of Proposals. An original and four (4) copies of the proposal and supporting documentation, including an electronic version, shall be submitted to the LCS. Proposals must be in the format specified in Section III of this RFP and must be signed by the Offeror.

The deadline for submission of proposals by the LCS is August 1, 2022, no later than 5:00 p.m., Mountain Daylight Time. Proposals will be time-stamped upon receipt.

All proposals shall be submitted in a sealed envelope marked "Proposal for Legislative Drafting and Information System Design and Development".

All proposals must be addressed to:

Amy Chavez-Romero, Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, New Mexico 87501.

A proposal may be amended by an Offeror prior to the deadline for submission of proposals by delivery of a written amendment to the above address. The sealed envelope shall be marked "Amendment to Proposal for Legislative Drafting and Information System Design and Development".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice to the person listed above or by email notice to amy.chavez-romero@nmlegis.gov, with the subject line containing "Withdrawal of Proposal". The notice shall be signed by the Offeror's duly authorized representative.

Any proposal or amendment 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 amendment 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.

Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Contract is awarded pursuant to this RFP. In this context, "awarded" means the attainment of the LCS director's signature on the Contract resulting from the procurement.

7) Proposal Evaluation. Proposals will be initially evaluated by the Evaluation Committee. 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. Discussions shall not be initiated by the Offerors.

8) Selection of Finalists. The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per the Sequence of Events in this RFP or as soon as possible. A schedule for oral presentations and demonstrations will be determined at this time.

9) Oral Presentations. Finalist Offerors may be required to conduct an oral presentation via video conference as per the Sequence of Events in this RFP or as soon as possible. Whether

or not oral presentations will be held is at the discretion of the Evaluation Committee and the LCS.

10) Best and Final Offers. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified in the RFP's Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offerors' oral presentations.

11) Finalize Contractual Agreement. After issuance of the Evaluation Committee Report, any contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP as per the Sequence of Events or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time frame specified, the LCS reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12) Contract Award. After review of the Evaluation Committee Report and the signed Contract, the LCS will award the Contract pursuant to the schedule in the Sequence of Events or as soon as possible thereafter.

13) Cancellation of RFP and 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 submission 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.

14) Protest Deadline. Any protest by an Offeror must be timely submitted and in conformity with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Only protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this RFP. The 15-calendar-day protest period shall begin on the day following the notice of award of the Contract and will end at 5:00 p.m. Mountain Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and clearly designate that it is a protest "In Reference to RFP for Legislative Drafting and Information System Design and Development". The protest must also contain a statement of the grounds for the protest, including appropriate supporting exhibits and must specify the ruling requested from the Protest Manager.

The protest must be delivered to:

Raúl E. Burciaga, Protest Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501.

C. General Requirements.

1) Acceptance of Conditions Governing the Procurement. Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II of this RFP, in their letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2) Incurring Costs. Any cost incurred by the potential Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Any cost incurred by the Offeror for set up and demonstration of the proposed system shall be borne solely by the Offeror.

3) Prime Contractor Responsibility. Any agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with the LCS that may derive from this RFP. The LCS will make payments to only the prime contractor.

4) Subcontractors. The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the LCS before any subcontractor is used during the term of this agreement.

5) Amended Proposals. An Offeror may submit an amended proposal before the deadline for submission of proposals as provided in Section II(B)(6).

6) Offerors' Rights to Withdraw Proposals. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for submission of proposals. The Offeror must submit a written withdrawal notice addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

7) Disclosure of Proposal Contents. The proposals will be kept confidential until negotiations are completed by the LCS. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data 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 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the LCS shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed.

8) No Obligation. This RFP in no manner obligates the LCS to the use of Offeror services unless a valid written contract is awarded and approved by the appropriate authorities.

9) Termination. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the LCS determines such action to be in its best interest.

10) Sufficient Appropriation. Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the Contractor. The LCS's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

11) Legal Review. The LCS requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Procurement Manager.

12) Governing Law. This procurement and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State of New Mexico.

13) Basis for Proposal. Only information supplied in writing by the LCS through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the legislative website at [https://www.nmlegis.gov/Publications/Request For Proposals](https://www.nmlegis.gov/Publications/Request_For_Proposals).

14) Contract Terms and Conditions. The Contract between the LCS and a Contractor will follow the format specified by the LCS and contain the terms and conditions set forth in this RFP. However, the LCS reserves the right to negotiate with an Offeror provisions in addition to those contained in this RFP.

15) Offerors' Terms and Conditions. Offerors must submit with the proposal a complete set of any additional terms and conditions the Offeror expects to have included in a contract negotiated with the LCS.

16) Contract Deviations. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the LCS and the Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

17) Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror that 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.

18) Right to Waive Minor Irregularities. The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements; provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19) Change in Contractor Representatives. The LCS reserves the right to require a change in Contractor representatives if the assigned representative is not, in the opinion of the LCS, meeting its needs adequately.

20) Notice of Penalties. 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.

21) LCS Rights. The LCS, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of the potential Offeror's proposal.

22) Right to Publish. Throughout the duration of this procurement process and Contract term, Offerors and Contractors must 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 and LCS contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Contract.

23) Ownership of Proposals. All documents submitted in response to this RFP shall become property of the LCS. If the RFP is canceled, all responses received shall be destroyed by the LCS unless the Offeror either picks up or arranges for the mailing or shipment of the materials within three (3) business days of notification of the cancellation. The Offeror is responsible for all costs involved in return mailing or shipping of proposals or removal from the Contract.

24) Confidentiality. Any confidential information provided to, or developed by, the Contractor in the performance of the Contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the LCS.

The Contractor agrees not to publish or disclose such confidential information to any third party without obtaining the permission of the LCS director.

25) Electronic Mail Address Required. A portion of the communication regarding this procurement will be conducted by email. An Offeror must have a valid email address to receive this correspondence.

26) Campaign Contribution Disclosure Form. An Offeror must complete, sign and return the Campaign Contribution Disclosure Form (See Appendix B) as part of the Offeror's proposal. This requirement applies regardless of whether a covered contribution was made or not made. Failure to complete and return the signed form will result in disqualification.

27) Restrictions on Contributions and Other Things of Value. During the time period beginning with public notice of this RFP and ending with the issuance of any determination related to any protest filed following the award of the contract, a prospective contractor, or family member or representative of the prospective contractor, as those terms are defined in Section 13-1-191.1 NMSA 1978, is prohibited from giving a campaign contribution or other thing of value to applicable public officials or their employees. Other prohibitions may apply to the successful Offeror upon such award.

28) Disclosure Regarding Responsibility. Any potential Offeror or any of an Offeror's principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000) with the LCS agrees to disclose whether or not the Offeror, or any principal of the Offeror:

- a) are presently debarred, suspended, proposed for debarment or declared ineligible for award of contract by any federal entity, state agency or local public body;
- b) have, within a three (3)-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law or receiving stolen property;
- c) are presently indicted for, or otherwise criminally or civilly charged by any federal, state or local governmental entity with commission of any of the offenses enumerated in Subparagraph b) of this paragraph;
- d) have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds three thousand dollars (\$3,000) of which the liability remains unsatisfied; provided that taxes are considered delinquent if: (i) the tax has been assessed, but not if there is a pending administrative or judicial challenge to that assessment and all administrative and judicial appeal rights have been exhausted; and (ii) the taxpayer has failed to

pay the tax liability when full payment was due and required but not in cases where enforced collection action is precluded; or

e) have, within a three (3)-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

For the purpose of this disclosure, "principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to the contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror non-responsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of the fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the Contract, the Contractor is indicted or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document, the contractor must provide immediate written notice to the Procurement Manager or the LCS director. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available, the LCS may terminate the involved Contract for cause. The LCS may suspend or debar the Offeror from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the LCS.

29) No New Mexico Businesses Preferences Applicable for this RFP. A contract awarded as a result of issuance of this RFP will be funded pursuant to an appropriation made in Laws 2021 (2nd S.S.), Chapter 4, Section 5, derived from federal funding to initiate planning and design of a legislative processing system. Section 13-1-21 NMSA 1978 provides that the preferences in that section do not apply if the expenditures for the resulting contract include federal funds for a specific purchase. Thus, no New Mexico business preferences will be applied during this procurement.

III. PROPOSAL FORMAT AND ORGANIZATION

A. Number of Responses. Offerors shall submit only one (1) proposal for this RFP.

B. Number of Copies. Offerors shall deliver one (1) original and four (4) identical copies (five (5) total) of their proposal to the location specified in Section I (C) on or before the closing date and time for submission of proposals. Offerors shall include an electronic copy (PDF) of the entire proposal, preferably on a USB drive.

C. Proposal Format. All proposals must be submitted on 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and organized with tabs delineating each section. All foldout sheets, up to a maximum of 11 x 17 inch sheets, will be counted as two (2) pages and shall be labeled as such. The length of the proposal shall be limited to a maximum of forty (40) numbered pages (printed sheet faces) of text no smaller than 10 point and graphics.

Material excluded from the forty (40)-page maximum count is limited to the:

1. front cover (photos with captions on inside cover allowed);
2. divider pages (blank except for title information);
3. letter of transmittal;
4. table of contents page (one page maximum)(number as page 1);
5. resumes;
6. list of client references;
7. campaign contribution disclosure form; and
8. disclosure regarding responsibility.

1. Proposal Content and Organization. All pages shall be numbered. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

(a) Letter of Transmittal. In the letter of transmittal, include the following information:

- (i) the name, address, email address and telephone number of the Offeror;
- (ii) the name and telephone number of the primary contact for the Offeror;
- (iii) the signature of the Offeror;
- (iv) the date of the proposal;
- (v) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP; and

(vi) a statement that the Offeror's proposal is valid for sixty (60) 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 in response to the Scope of Work contained in Section IV 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) Related Experience and Qualifications. Offerors should identify those individuals who will be involved in the various project tasks and should include the relevant education, training and prior experience of each listed individual. Additionally, the resumes of all key personnel should be included. This portion of the proposal should 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 this RFP shall be stated in this portion of the proposal.

(d) Client References. Offerors should include a list of references, including any letters of recommendation, from individuals who are familiar with the work of the Offeror and who are aware of the Offeror's performance on similar tasks or projects.

(e) Cost. The Offeror shall state the maximum project cost to the LCS for providing services to the LCS pursuant to the Contract, whether based on an hourly rate, other rate or lump-sum fee for services. The Contractor shall be compensated monthly for work performed in the preceding month. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes and reasonable expenses incurred in providing these services.

(f) Campaign Contribution Disclosure. An Offeror shall disclose any campaign contributions to applicable public officials pursuant to Section 13-1-191.1 NMSA 1978 and as identified in the Campaign Contribution Disclosure Form in Appendix B of this RFP.

(g) Disclosure Regarding Responsibility. An Offeror shall make the disclosure regarding responsibility described in Section II (C)(28) of this RFP.

2. Oral Presentation. If selected as a finalist, an Offeror must agree to provide the Evaluation Committee the opportunity to interview proposed staff members and any subcontractors identified by the Evaluation Committee, at the option of the LCS. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

IV. SCOPE OF WORK

The Contractor will create for the New Mexico Legislature a consolidated legislative drafting and information system that will provide integrated legislative applications and databases, including legislative drafting components and legislator information, committee and chamber components, all as detailed below.

A. Legislative Drafting Components.

The Contractor will provide a new legislative document drafting application based on a commercial word processing application or other modern editing tool that is integrated with a new legislative drafting and information system.

1) Legislative Document Drafting Application. The Contractor will provide a drafting application that will enable drafters to create, access and modify proposed draft legislation, including: bills; memorials; resolutions; substitutes for bills, memorials and resolutions; proposed committee amendments; proposed floor amendments; committee reports; conference committee reports; and discussion drafts of the aforementioned documents. Other legislative documents that can be created using the drafting application will include letters, information memoranda, contracts, interim committee agendas, minutes, interim committee meeting notices, capital outlay documents, certificates and (once-per-decade) redistricting bills. (See Appendix C for background information on the LCS's existing drafting application.)

The Contractor will develop models for all types of legislation used in New Mexico based on current LCS styles and on laws and rules pertaining to legislation. Templates or other models for legislation created by the Contractor will be designed to prevent authorized users from unintentionally changing the required format or structure of draft legislation and unauthorized users from modifying draft legislation. Specialized bills, including capital outlay bills, the General Appropriation Act (GAA) and other appropriation acts, will be included in the drafting application, using language imported from existing or contractor-developed applications maintained by the LCS and the Legislative Finance Committee (LFC).

a) Conversions and Migration. The Contractor will convert the more than 30,000 sections of law (Zoo files) maintained by the LCS in the "Zoo File Archive" into a new file format, which will include the text for each section and the metadata associated with the section. Conversion from WordPerfect into the new format will be verified on a word-for-word basis by the application to ensure proper migration, including text, punctuation, indentation, spacing and other formatting. Metadata capture will also be verified, including drafter notes, date last amended, lead-in history, multiple versions and reconciled versions.

The Contractor will provide the ability to convert previous legislation drafted in WordPerfect into the new format, with word-for-word comparisons to ensure proper migration and amendatory section referencing and to ensure that the current versions of law are being amended. All House, Senate and joint rules will be converted from WordPerfect into the new format, with similar structure and integrity checks as used for amendatory sections.

b) Bills. The drafting application will provide a user-friendly interface for the creation of bills and all standard bill sections, including short title sections, definition sections, appropriation sections, severability clauses, effective date sections, applicability sections, repeal sections and emergency clause sections. All types of possible bill sections will be modeled. (See Appendix C for a list of the many sections that need modeling.)

Boilerplate "lead-in" language for amendatory and new enactment sections will be integrated into the drafting application. A tool for accurate drafting of repeal sections, inclusive of required legislative history references, will be provided. The drafting application will provide for the drafting of specialized sections, including sections that amend session laws, constitutional provisions or legislative rules. Various kinds of effective date sections will be modeled by the drafting application, and the effective date for each section will be tracked in the bill metadata. The drafting application will track the metadata for all sections for later use in the Table of Changes and other legislation-tracking reports.

The drafting application will allow sections from other current bills and previous bills to be inserted into a bill draft, along with the metadata associated with those imported sections. Amendatory sections imported from previous legislative sessions will be verified by the application as being current and accurate prior to being imported.

The drafting application will track subdivision structure, with warning messages for the user if deviations occur. Section and subdivision renumbering and relettering will be available, using appropriate markup style for amendatory sections, and the user will be warned if other sections of the bill, for example effective dates, applicability provisions or internal cross references, will be changed due to section or subdivision renumbering or relettering.

Tools to assist drafters in the generation of title text, including a tool to check for consistency with substantive sections, will be available. Tools to assist drafters in creating outlines and summaries of legislation will be available.

The drafting application will allow for the importation of statutory sections, constitutional provisions and legislative rules via an interface that lists all amendatory sections and that is searchable. (See Appendix C for a detailed description of the LCS Zoo File Archive.) The application will ensure statutory integrity of all amendatory sections and provide proper markup, according to LCS style. (See Appendix C for a description of LCS markup style.) Easy-to-use markup tools (e.g., proofreading marks and symbols) will be provided. NMSA section histories, located in the lead-in for amendatory sections and included in repeal sections, will also be imported for maintenance by the LCS. Metadata from imported amendatory sections will be available for the drafter to read and will be tracked for future use in legislative reports. The drafting application will allow for language-generation add-ons for specialized sections. These add-ons may be written by the LCS or by the Contractor. Legislative styles specific to the New Mexico Legislature will be configurable by the end user to accommodate changes in those styles.

The drafting application will include tools to assist drafters and proofreaders in the proper markup of amendatory sections, including tools to clean up improperly marked-up text and generate reports of drafting errors. The drafting application will generally disallow improper changes to amendatory text; however, given the nature of most word processing applications, improper changes can still occur. The drafting application will be able to run a final check of statutory integrity against the Zoo files to ensure accuracy.

The drafting application will keep track of all changes made throughout the drafting process by drafters and proofreaders in an easily understandable format. The application will provide for tracking of document workflow in the LCS (e.g., the bill is "in proofing"). All notes and changes made by proofreaders and drafters will be maintained in the document file. Notes related to specific parts of legislation will be included as visual references to those parts of the document and will be extractable (with page and line numbers) to a separate document.

The current visual style of printed legislation used by the LCS will be maintained in the new drafting application with page and line numbers identical in printed legislation, regardless of the word processing, PDF or other application used.

c) Joint Resolutions. The drafting application will provide the ability to draft joint resolutions that propose amendments to the Constitution of New Mexico. An interface for importing constitutional amendatory sections will be provided. Markup and text integrity will be maintained for joint resolutions in the same manner as maintained for bills. Joint resolutions for other legislative purposes will be modeled.

d) Simple and Concurrent Resolutions. The drafting application will model simple and concurrent resolutions, mostly used to make changes to rules, and will provide an interface to import and mark up existing rule text, using similar technology as that for amendatory sections in bills and joint resolutions. Revisions to rules will be archived with the date of adoption of revisions, based on the date of final passage of the resolution.

e) Memorials. The drafting application will be able to model simple (one chamber), joint (both chambers) and substitute memorials.

f) Amendments. The drafting application will be able to generate amendment instructions for proposed amendments, floor amendments, committee reports and conference committee reports resulting from the markup of the text of introduced legislation and to combine amendment instruction snippets and their metadata with other amendment documents with no loss of legislation markup.

The drafting application will generate amendment instructions based on LCS style and will provide flexibility in how certain instructions are implemented. (See Appendix C for a partial description of LCS amendment-writing style.)

The drafting application will allow committee staff to combine amendment instructions that are adopted by a committee and compile those instructions into a committee report with no loss of legislation markup.

Any amendment-generating application comes with the risk that minor modifications to the language of an amendment instruction may incorrectly change the markup of the legislation. Amendments that are written not using the drafting application will also cause problems with the markup of legislation. Although not a requirement in this RFP due to complex coding challenges involved, the LCS desires the ability to verify the correct markup of legislation from the drafting application by using natural language processing software to interpret the words of an amendment instruction into a marked-up piece of legislation. The Contractor will address this issue and provide future compatibility with this feature should it become feasible.

g) Amendments In Context. The drafting application will provide for the creation of amendments in context documents. Once a chamber adopts a committee report containing amendments, the amendments in context version of the legislation will be created or updated automatically and denote which changes were made by which committees or numbered floor amendments.

h) Substitutes. The drafting application will provide for the creation of substitute legislation and new legislation using a marked-up version of legislation, removing all amendment metadata.

i) Manuals, Training and Testing. Detailed user manuals and in-person training for the drafting application will be provided by the Contractor. The drafting application will be tested in a legislative session prior to the completion of the Contract term.

j) Engrossed Legislation. The drafting application will be able to produce engrossed versions of all pieces of legislation that have gone through final passage, including bills, resolutions and memorials. The final legislation will be produced using the metadata associated with any amendments.

k) Zoo Files. The drafting application will be able to produce a set of provisional Zoo files from the session laws, extracting section histories and NMSA citations, if available. Session law chapter numbers will be extracted from bill locator information, once the secretary of state assigns a number for each enacted act. A user-friendly interface will be available for use by proofreaders in creating final Zoo files, including writing drafter notes, marking up technical changes in the text and managing delayed effective dates and delayed repeal dates.

l) Preparation of Session Laws for the New Mexico Compilation Commission. The drafting application will be able to prepare a set of session laws for delivery to the New Mexico Compilation Commission in a format that suits the commission's needs. Manual markup of line-item veto language will continue to be performed by the LCS.

m) Reconciled Zoos. The provisional preparation of reconciled sections of law, both for the Zoo File Archive and for the New Mexico Compilation Commission, will be available. However, the legal analysis and final production of these sections will continue to be performed manually by the LCS.

2) Legislative Information System, Including Document Request and Management System. The Contractor will provide for the maintenance of all legislative documents in a legislative information system, including a document request and management system that includes the metadata currently in the 202 request database. The system will provide access to all document drafts and their related correspondence and background material. A document will be accessible via the unique 202 number assigned to the document, or through other file naming conventions currently in use by the LCS. The system will allow for advanced (keyword with Boolean functionality) searchability of all documents. Access to files in a "dashboard" or similar display will be available to authorized users to track LCS workflows.

The legislative document request and management system will catalog all requests made for legislative document drafting and will include, at a minimum, the following metadata: a unique identifying file number for each request; and fields for requestors, dates opened and closed, contact information for individuals associated with the file, request title, service type, staff information, notes, additional legislative information if the request becomes a piece of legislation and status of the request in terms of completion. The metadata will be searchable by each of the above fields.

The legislative document request and management system will include notes from staff members associated with a 202 file and will be able to import emailed text as a separate file that can be imported into other documents associated with the 202 file.

The metadata will be accessible to produce management reports, such as lists by legislation, by drafter assigned, by type and by status.

To simplify entry of a request, the metadata will include drop-down lists for some fields, such as committee names, legislators, drafters and requestors. The value for these drop-down lists will be derived from the "master" system tables and will be updatable by staff with administrative authorization.

The legislative document request and management system will merge all current 202 files that exist in electronic format, with the ability to manually add old 202 files that are not in electronic format.

Manuals, Training and Testing

Detailed user manuals and in-person training for the legislative document request and management system will be provided by the Contractor. The legislative document request and

management system will be tested in a legislative session prior to the completion of the Contract term.

B. Legislator Information, Committee and Chamber Components.

1) Legislator Information Database. The Contractor will provide a legislator information database that includes multiple address, phone number and email fields for each member of the legislature; standing and interim committee memberships; district, county and party information; member photographs; and a unique code or other identifier for each member to prevent unintentional merging of data for members with the same name.

a) General Requirements. The database will be able to import data from existing legislative databases and to run concurrent legislator information databases. If the database is cloud-based, a local copy will be maintained in case access to the internet is unavailable.

b) Standing and Interim Committees. The database will include mechanisms to allow staff to email all voting and/or advisory members of each standing and interim committee; provide staff contact information for committees and fields for public and ex-officio members of committees; and track attendance conflicts for calendared interim committee meetings.

c) Website and Reports. The legislator information database will interface with the website. The database will allow the website to query records for publishing data and documents on the website; allow for queries to the database from the website; provide an indicator when data is ready to be published on the website; and be able to publish documents produced in the database to the website.

The database will be capable of producing the following reports: lists of name, address, phone numbers and email addresses for each member of the legislature; lists of standing and interim committee membership, sorted by committee and by chamber (for standing committees); lists of occupations for each member; attendance sheets for interim committees; and roll call sheets for interim committees.

d) Authorizations and Confidentiality. Databases and applications will include several levels of authorizations, including read-only users; users with limited input ability; sub-administrators capable of adding and deleting members, committees, committee memberships and email groups; and administrators capable of assigning various authorization levels. Access to certain confidential information in any shared database will be strictly limited to those with appropriate authorizations.

e) Manuals, Training and Testing. Detailed user manuals and in-person training for the legislator information database will be provided by the Contractor. The legislator information database will be tested in a legislative session prior to the completion of the Contract term.

2) Legislation Information Database. The Contractor will provide a legislation information database that will provide access to information on each piece of legislation introduced during a legislative session. The information will include bill number; bill title; 202 number; emergency clause; short title; sponsor(s); subjects; interim committee endorsements; governor's message number; current location; committee referrals; committee recommendations; final passage votes; and various other actions that committees or chambers may take on the legislation. Other actions to be included are substitution of legislation; substitution of multiple pieces of legislation into one substitute; concurrence with or recession from amendments made by another chamber; and withdrawal from committees.

a) General Requirements. The database will be able to import data from existing legislative databases and to run concurrent legislation information databases. If the database is cloud-based, a local copy will be maintained in case access to the internet is unavailable. Information in the database will be archived for each regular, special and extraordinary session, so that a blank database can be created for each new session.

b) Website and Reports. The legislation information database will interface with the website. The database will allow the website to query records for publishing data and documents on the website; allow for queries to the database from the website; provide an indicator when data is ready to be published on the website; and be able to publish documents produced in the database to the website.

The database will be able to produce the following reports: a complete legislative history of each piece of legislation introduced, published daily; sponsorship data for all legislation, including primary sponsors and co-sponsors; a list of all introduced legislation arranged by subject; a list of legislation that has changed location based on variable parameters set by users (e.g., legislation that has changed location since 6:00 p.m. on February 15); a list of legislation that has passed both chambers, sorted by chamber; a list of legislation signed by the governor; and a list of legislation vetoed by the governor. The database will provide for website searches of legislation based on various other factors, including current location; date of introduction; governor's action; and chamber of introduction.

c) Manuals, Training and Testing. Detailed user manuals and in-person training for the legislation information database will be provided by the Contractor. The legislation information database will be tested in a legislative session prior to the completion of the Contract term.

3) Proposed Change Tracking Application. The Contractor will provide an application that will track all proposed changes to statutory and constitutional sections. The application will interface with the website and have the capability to produce the following reports: a list, by statute, of each proposed change to that statute; a list, by bill, of each proposed change to each section of statute; a list of those bills that propose to make changes to the same section of statute or the constitution; and a list of effective dates for legislation.

4) Calendar Creation Application. The Contractor will provide an application for the creation of calendars for standing committees in each chamber and for floor sessions in each chamber. The calendar creation application will interface with the website and will have the capability to produce daily committee calendars and floor calendars. The calendars populating the website will include a real-time feature detailing the current calendar items and indicating which item the House or Senate is currently considering, as well as marking any previously considered items.

5) Scheduling and Committee Report Application. The Contractor will provide an application for the scheduling of legislation in standing committees and the creation of committee reports. The application will provide a simple interface for committee staff to select legislation that is currently assigned to their committee and build a formatted committee schedule. The application will produce digital and hard-copy committee reports and will integrate with the drafting application for importation of committee amendment language. The current visual style of printed reports used by the LCS will be maintained, with page and line numbers, as currently used, identical in both online and hard-copy production.

6) Journal Compilation Application. The Contractor will provide an application to automate the process of compiling House and Senate journals. Each journal will chronicle the daily activities of each chamber, including the following orders of business and actions: roll call; excusal of members; introduction of legislation; committee reports; announcements and miscellaneous business; third reading of legislation (final passage); recording of yea and nay votes; Senate confirmation of cabinet appointees and appointments to boards and commissions; multiple calendar days in one legislative day; and multiple legislative days in one calendar day. The application will build a journal index that details the page location for all actions by legislation.

7) Legislative Analyst Application. The Contractor will provide an application to allow committee, leadership and caucus analysts to analyze legislation and to upload analyses to appropriate network locations. The Contractor will also provide an application to allow analysis by the LCS, Legislative Education Study Committee (LESC) and LFC staff and to automate uploading of analyses to the website.

8) Multiple Sponsor Application. The Contractor will provide an application that will enable ongoing addition or deletion of multiple sponsors to legislation, from both chambers, by multiple staff members from multiple legislative agencies, differentiating between two levels of sponsorship for publication on the website.

9) Proposed Floor Amendment Transmittal Application. The Contractor will provide an application to transmit proposed floor amendments, including handwritten amendments, to the website at the time of introduction and possibly before introduction based on rule requirements.

10) Other Requirements.

a) Calendar and Legislative Day Manipulation. The applications will allow authorized users to manipulate calendar and legislative days.

b) Authorizations and Confidentiality. Databases and applications will include several levels of authorizations, including read-only users; users with limited input ability; sub-administrators capable of adding and deleting members, committees, committee memberships and email groups; and administrators capable of assigning various authorization levels. Access to certain confidential information in any shared database will be strictly limited to those with appropriate authorizations.

c) Spell Checker. All applications will include automatic spell checking with the ability to add words to or delete words from the existing dictionary.

d) Automated Upload of Documents, Internet Security and Scalability. The Contractor will provide for the automated upload of additional documents to the website at the time of introduction, including committee or floor amendments and substitutes and agency and committee analyses; enhanced internet security, including for remote users; and scalability for hundreds of website users at once.

e) Ongoing Modifications. All applications will allow authorized users to add or remove features, including additional data fields, queries and reports.

f) Manuals, Training and Testing. Detailed user manuals and in-person training for the applications will be provided by the Contractor. The applications will be tested in a legislative session prior to the completion of the Contract term.

11) Fiscal Impact Report Application. The Contractor will provide an application to create fiscal impact reports (FIRs). The application will allow LFC and LESC staff to produce FIR documents, detailing the fiscal impact of all introduced legislation, and to include input from other agency staff (executive and judicial) to which the legislation applies. The application will provide for the posting of an FIR on the website and, if legislation is amended or substituted, for the production and posting of a new FIR document. The application will allow for tracking of the workflow of FIR documents through the assignments and production process.

Manuals, Training and Testing

Detailed user manuals and in-person training for the FIR application will be provided by the Contractor. The FIR application will be tested in a legislative session prior to the completion of the Contract term.

12) Legislative Financial Information System (LFIS) Application. The Contractor will provide an application that will provide legislative tracking data to interface with the LFIS. This data will be used by the LFIS to track the appropriations, revenues and fiscal impacts, by funding sources, for all fiscal legislation. The data provided will be used by LFIS to produce reports in a variety of sort orders with filters by funding source, relevance, location, status, etc. The data

provided will also allow the LFIS to provide a workflow tool to identify work priority order based on committee and chamber hearing schedules.

Manuals, Training and Testing

Detailed user manuals and in-person training for the LFIS application will be provided by the Contractor. The application will be tested in a legislative session prior to the completion of the Contract term.

13) GAA Production Application. The Contractor will provide an application that provides a means to incorporate the proofed GAA bill at each step in the production of the bill into the same legislative document request and management system as other legislation.

Manuals, Training and Testing

Detailed user manuals and in-person training for the GAA production application will be provided by the Contractor. The GAA production application will be tested in a legislative session prior to the completion of the Contract term.

14) Other Appropriation Bills Application. The Contractor will provide an application that provides a means to incorporate the other appropriation bills, including the feed bill, capital outlay bills and other general appropriation bills, into the same legislative document request and management system as other legislation.

Manuals, Training and Testing

Detailed user manuals and in-person training for the appropriation bills production application will be provided by the Contractor. The appropriation bills production application will be tested in a legislative session prior to the completion of the Contract term.

V. EVALUATION

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. 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 (40%);
- (2) the approach to be used and the ability to perform the work in the required time frame (40%);
- (3) client references (10%); and

(4) cost (10%).

The letter of transmittal, campaign contribution disclosure form and disclosure regarding responsibility will be evaluated on a pass/fail basis.

VI. 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.

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 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 New Mexico gross receipts taxes for services, if applicable, which shall be paid by the Contractor. The hourly rate, other rate, lump-sum fee or other basis for compensation shall be specified in the Contract.

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 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 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.

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. The Contractor shall further warrant that performance of the services required under the Contract will result in no violation of the provisions of the Governmental Conduct Act.

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 State Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico State 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 State 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, illegal 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 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.

APPENDIX A

ACKNOWLEDGMENT OF RECEIPT FORM

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

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 5:00 p.m. on July 8, 2022. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

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.

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

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Section 13-1-191.1 NMSA 1978, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether the prospective contractor, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole-source or small-purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two (2)-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THE PROSPECTIVE CONTRACTOR, A FAMILY MEMBER OR A REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole-source or small-purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole-source or a small-purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution(s) Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official(s):

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

Signature

Date

Title (position)

— OR —

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or a representative during the two (2)-year period prior to the submission of this proposal.

Signature

Date

Title (Position)

For the purposes of this RFP, "applicable public officials" are the voting members of the New Mexico Legislative Council, including:

- Representative Brian Egolf
- Senator Mimi Stewart
- Senator Gregory A. Baca
- Senator Craig W. Brandt
- Representative Rebecca Dow
- Senator Katy M. Duhigg
- Representative Daymon Ely
- Representative Doreen Y. Gallegos
- Senator Linda M. Lopez
- Representative Patricia A. Lundstrom
- Representative Javier Martínez
- Representative Rod Montoya
- Senator George K. Munoz
- Senator Steven P. Neville
- Representative James G. Townsend
- Senator Peter Wirth

APPENDIX C

DRAFTING APPLICATION

Amendatory Section (Zoo File) Archive

The LCS maintains an annotated version of all New Mexico statutes, prepared for future use in bill drafts. This has historically been called the "Zoo Files". When a Zoo section is imported into a bill draft, it already contains the proper lead-in language to specify the NMSA number and session law reference. The section text may contain suggested technical changes, using LCS markup style for amendatory sections. There may also be notes for the drafter associated with the section. There can be multiple versions of a section of law, with different effective dates, and there are also many "reconciled" sections of law, in which the legislature has amended the same section of law more than once during a legislative session, with different changes being made. A separate file archive holds sections of the Constitution of New Mexico for use in making proposed amendments to the Constitution.

Types of Sections in a Bill

There are many kinds of sections in bills. These include short title sections, findings and purpose sections, definition sections, main provisions, penalty provisions, temporary provisions, appropriation sections, repeal sections, recompilation sections, effective date sections, applicability sections, severability sections and emergency clause sections. "Substantive" sections, which are generally compiled into the NMSA, include amendatory sections, recompilation sections, repeal sections, recompilation and amend sections, repeal and enact sections, new sections that assign compilation numbers, new "stand-alone" substantive sections, new sections that are part of a new short title act, new sections that are inserted into existing short title acts and new sections inserted into specific parts of the NMSA. The metadata associated with each of these sections will be used in generating the Table of Changes and other legislative reports.

Markup Style for Amendatory Sections

The LCS has a specific style it uses to mark up amendatory text. The maintenance of statutory integrity is paramount, but the visual appearance of legislation is also important. Language to be stricken is surrounded with opening and closing brackets and formatted with strikethrough. In the LCS, this language is referred to as "bracketed". New language is underscored. Generally, bracketed language precedes underscored language, but there are exceptions to this rule. Grammatical punctuation in amendatory text (commas, periods and semicolons) can be inserted and deleted without need for bracketing. Other punctuation marks are considered spelling and need bracketing. Changes in spelling need to be marked up by bracketing the entire word and underscoring the new word with the correct spelling. Generally, grammatical punctuation at the beginning and end of bracketed and underscored language snippets is not formatted with strikethrough or underscoring, but there are exceptions to this rule (for example, punctuation is retained if an entire sentence is bracketed). Language that is chopped up piecemeal with bracketing and underscoring is often consolidated into a big chunk of bracketed language

followed by the new underscored language. Any tool to perform this kind of markup needs to maintain statutory integrity.

Amendment Instructions Guidelines

Amendment writing in the New Mexico Legislature is a very complicated, and not completely consistent, subject. However, there are a few general guidelines that will help a potential Contractor understand the nature of amendment instructions. Language in legislation in New Mexico is treated as existing simultaneously, meaning that all the content in a bill is active at the same time. Amendments, however, are sequential events that change the contents of legislation one step at a time. Thus, changes made by an amendment that require multiple steps to accomplish need to consider the current status of the legislation. For example, an amendment striking Section 3 and then doing some change related to Section 4 needs to navigate around the fact that Section 4 is still Section 4, incorrectly numbered, until another amendment renumbers sections of the bill or makes other changes to section numbering.

Any prior amendments that conflict "physically" with a desired new amendment must be stricken, and a new amendment can be written to incorporate both changes, or just the new idea. These instructions always come first in an amendment document.

Striking and inserting language is always based on a page and line number. Exact language is required to specify which occurrence of a word is to be stricken, and whether new language is inserted before or after a "marker" on the line.

Amendments that have multiple steps but relate to one general change are often combined into one instruction. For example, adding a new paragraph at the end of a list of paragraphs often incorporates the striking of the conjunction prior to the penultimate paragraph, striking the period at the end of the list and adding the conjunction and then adding the new paragraph. The drafting system needs to accommodate these kinds of modifications, or allow for them to be generated semi-automatically, without losing any metadata associated with the legislation.

Proposed amendment instructions are not allowed to amend another adopted amendment instruction (except in certain rare circumstances). However, it is allowed to insert another amendment "before" or "after" an adopted amendment.

Instructions that insert or delete text from an amendatory section are not marked up with underscoring or strikethrough. However, amendment instructions that insert a new amendatory section still follow the usual markup rules.