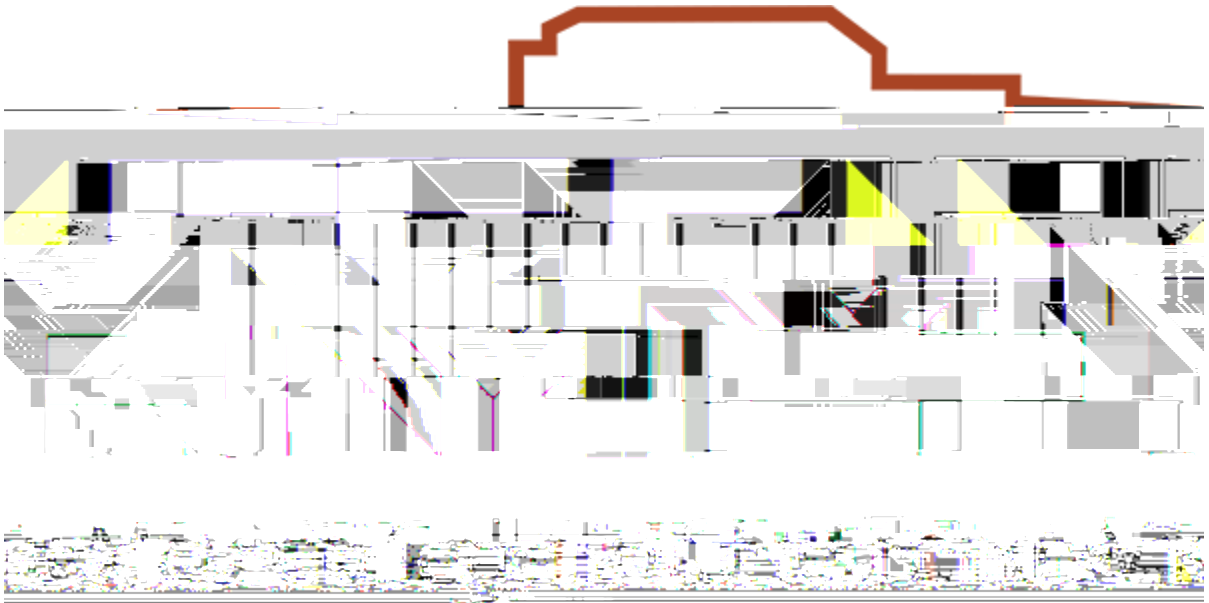


Southeast New Mexico College
REQUEST FOR PROPOSAL (RFP)
RFP# 202502001

Lobbyist Services



RFP DUE TIME AND DATE: 12:00 pm MST 03/07/2025
PROCUREMENT CONTACT: Rebecca Silva at 575-234-9213
E-MAIL: purchasing@senmc.edu

LOCATION:
Southeast New Mexico College
Procurement Services
Main Building, Room 108
1500 University Dr.
Carlsbad, NM 88220

OFFICIAL CONTACTS ONLY

This RFP contains restrictions on contact with the Board of Trustees, SENMC Student Government, Faculty, and Staff, SENMC's consultants, or others working on behalf of SENMC. Violation of this policy may lead to disqualification. See General Instructions on page 7 of this document.

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OVERVIEW

Southeast New Mexico College Procurement Services has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties to provide Lobbyist Services. As noted in the Evaluation Criteria, cost is only one component of the evaluation criteria for the award of this RFP.

RFP SCHEDULE

SENMC Procurement Services will make every effort to adhere to the following schedule:

Event

SCOPE OF WORK

STATEMENT OF WORK - SENMC

1. INTRODUCTION

The subcontractor

8.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Mexico.

8.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

8.5 If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid, and enforceable.

TERMS AND CONDITIONS

Following the selection of a Contractor, SENMC will enter into good faith negotiation of a formal agreement that will be consistent with the provisions in this RFP and which will include the Southeast New Mexico College Standard Terms and Conditions. By submitting a proposal, Respondent acknowledges that these terms and conditions will be included in the agreement unless exceptions to the terms and conditions are included in the proposal. SENMC reserves the right to reject proposals requesting major deviations from the standard terms and conditions.

PROPOSAL GENERAL INSTRUCTIONS

1. Proposals must be received by SENMC at Procurement Services no later than the date and time specified on the cover sheet at which time said proposals will be opened and recorded as received.
2. SENMC is seeking proposals from qualified individuals and/or companies in accordance with the RFP scope of work
3. Any inquiries or requests regarding clarification of this procurement document should be submitted to SENMC Procurement Services in writing at 1500 University Dr., Carlsbad, NM 88220, or by email to proposals@senmc.edu. Respondents may only contact Procurement Services with questions regarding the Request for Proposals or other procurement documents. Other SENMC departments or employees do not have the authority to respond on behalf of SENMC. Respondents **MAY NOT** contact other SENMC departments. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than Procurement Services will have no legal bearing on this RFP or resulting agreement(s).
4. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation

delivery or any matter to be evaluated in making a selection and confer no material advantage on the Respondent whose non-conformity is waived.

14. Any sole response received may be rejected by SENMC depending on available competition and timely needs of SENMC. SENMC reserved the right to award the agreement to the responsive Respondent submitting a Responsive Offer with the resulting agreement most advantageous and in the best interest of SENMC.
15. All costs incurred by a Respondent in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with SENMC will be borne by the Respondent.
16. This procurement in no manner obligates SENMC until a valid signed agreement or valid Purchase Order is executed.
17. SENMC may add to or delete from the Scope of Work set forth in this RFP.
18. SENMC reserves the right to eliminate any Respondent who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
19. SENMC reserves the right to discontinue negotiations with any selected Respondent.
20. In submitting an offer to this invitation, Respondent certifies Respondent has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to SENMC.
21. The contents of the proposals will be kept confidential until SENMC awards an agreement. At that time, all proposal documents pertaining to this procurement will be open to the public, except SENMC Procurement Services will not disclose or make public any pages of a bid on which the Respondent has stamped or imprinted "proprietary" or "confidential", except as otherwise required by law, and subject to the following requirements:
22. When
Proprietary or confidential data will be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Respondent's secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed may not be designated as proprietary or confidential information.
22. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characMCID 23574(MCID 23574

forth in this RFP.

24. Respondent will submit one (1) original proposal and/or one (1) identical emailed copy of the proposal to the location specified in item 7 of this section. Fax copies are not accepted.
25. In accordance with 13-1-129 NMSA 1978, Respondents are hereby notified that other Governmental entities within the State of New Mexico, or as otherwise allowed by their Respective governing directives may contract for services with the awarded Respondent.
26. A business (contractor, subcontractor or supplier) that has either been debarred or suspended Pursuant to the requirements of 12-1-177 through 13-1-180, and 13-4-11 through 13-14-17 NMSA 1978 as amended, will not be permitted to do business with SENMC and will not be Considered for award of the agreement during the period it is debarred or suspended.
27. By submitting a proposal, the Respondent certifies that no relationship exists between the Respondent and SENMC that interferes with fair competition or is a conflict of interest; and no relationship exists between such Respondent and another person or firm that constitutes a Conflict of interest adverse to SENMC.
28. 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 Felonies penalties for bribes, gratuities, and kickbacks.

PROTESTS

1. Any Respondent who is aggrieved in connection with a solicitation or award of an agreement (Protestant) may protest to SENMC Procurement Services in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Director of Finance, Procurement Services (Director), Southeast New Mexico College, 1500 University Dr., Carlsbad, NM 88220.
2. In the event of a timely protest under this section, the Director of Finance and SENMC may not proceed further with the procurement unless the Director of Finance makes a determination that the award Agreement is necessary to protect the substantial interests of SENMC (13-1-173 NMSA1978).
3. The Director of Finance or her/his designee has the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning a procurement. This authority will be exercised in accordance with adopted regulations, but will not include the authority to award money damages or attorneys' fees (13-1-173 NMSA 1978).
4. The Director of Finance or her/his designee will promptly issue a determination relating to the protest. The determination will:

- a. State the reasons for the action taken; and
 - b. Inform the Protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 will immediately be mailed to the Protestant and other Respondents involved in the procurement (13-1-176 NMSA 1978).

EVALUATION CRITERIA

The Respondent is particularly encouraged to address all points to be evaluated as described in each factor of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Respondent, the Respondent may be determined to be non-responsive. The Respondent should contact SENMC for clarification of evaluation criteria or terminology.

Proposals must not exceed thirty-five (35) single-sided pages, excluding front and back cover, vendor questionnaire, debarment and suspension certificate, non-collusion certificate, copy of In-

