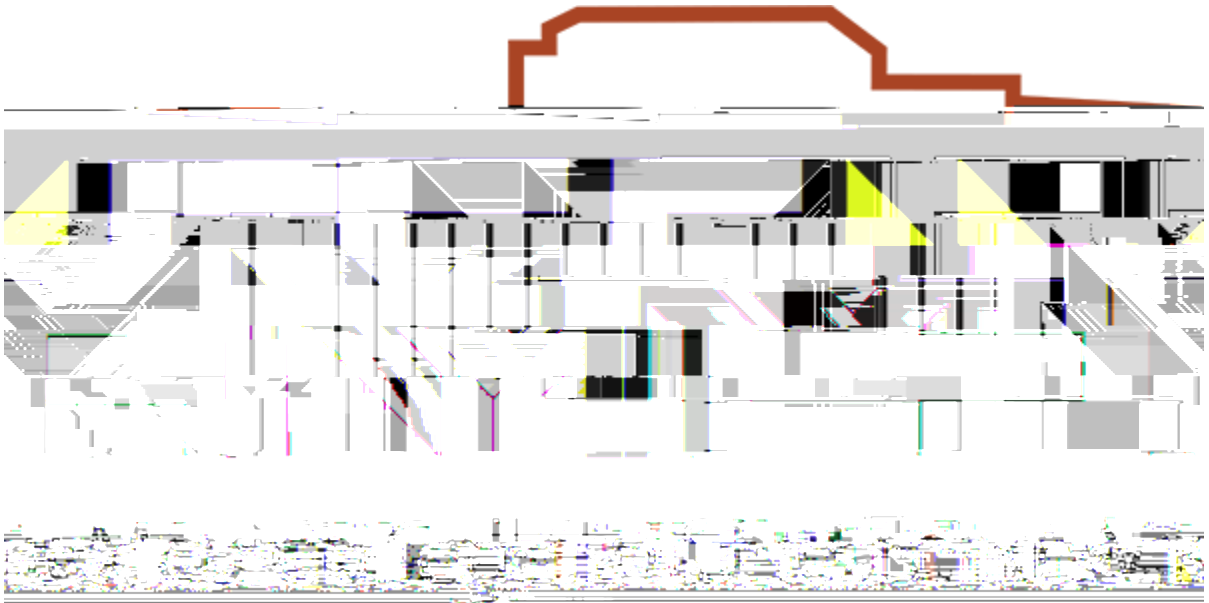


Southeast New Mexico College  
**REQUEST FOR PROPOSAL (RFP)**  
RFP# 202412001

**Lobbyist Services**



RFP DUE TIME AND DATE: 12:00 pm MST 12/20/2024  
PROCUREMENT CONTACT: Rebecca Silva at 575-234-9213  
E-MAIL: [purchasing@senmc.edu](mailto:purchasing@senmc.edu)

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

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# **SCOPE OF WORK**

## **STATEMENT OF WORK - SENMC**

### **1. INTRODUCTION**

Subcontractor will provide lobbyist services for Southeast New Mexico College (SENMC). SENMC's current staff has limited experience supporting lobbyist functions. SENMC is seeking a Lobbyist to perform the following services:

- Advise on opportunities for state funding
- Advocate and promote SENMC strategic and legislative priorities
- Attend all legislative events during and outside of the session pertinent to the mission of SENMC
- Coordinate efforts with New Mexico Independent Community Colleges, as appropriate
- Monitor legislative efforts of higher education institutions for potential partnerships and initiatives
- Identify key individuals for contact and follow up by SENMC leaders, including arranging/scheduling meetings
- Provide regular legislative updates

### **2. SCOPE OF DUTIES TO BE PROVIDED**

#### **2.1 Term**

- SENMC agrees to hire a Lobbyist, at will, for a defined term.

#### **2.2 Duties**

- Lobbyist agrees to perform work for SENMC on the terms and conditions outlined in this agreement and agrees to devote all necessary time and attention to the performance of the duties specified in this agreement. Lobbyist's duties shall include the following: Provide services notated in the introduction and speak on behalf of the college on pertinent legislation at the direction of the Board of Trustees and/or the President. Lobbyist further agrees that in all aspects of such work, Lobbyist shall comply with the policies, standards, and regulations of SENMC during the time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of SENMC.

### **3. CONFIDENTIALITY**

#### **3.1 Confidentiality.**

- Lobbyist acknowledges and agrees that all financial and accounting records, lists of property owned by SENMC, including amounts paid therefore, client and customer lists, and other SENMC data

during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Lobbyist or any other person, except with the prior written consent of SENMC. SENMC understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Lobbyist. Lobbyists shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term " confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Lobbyist on a non-confidential basis, provided that the source of such information was not known by Lobbyist (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Lobbyist or any of Lobbyist's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide SENMC with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Lobbyist is subject and that have the legal right to inspect the files that contain the Confidential Information, and Lobbyist will advise SENMC promptly upon such disclosure.

### **3.2 Return of Documents.**

- Lobbyist acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of SENMC or containing any Confidential Information shall be the sole and exclusive property of the SENMC, and shall be returned to SENMC upon the termination of this Agreement or upon the written request of SENMC.

### **3.3 No Release.**

- Lobbyist agrees that the termination of this Agreement shall not release Lobbyist from any obligations under Section 3.1 or 3.2.

## **4. COMPENSATION**

### **4.1 Compensation**

- Lobbyist will provide SENMC with a price for their services.

### **4.2 Withholding or Other Benefits**

- Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Lobbyist shall be solely responsible for reporting and paying any such taxes. SENMC shall



**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 2:00 P.M. (local time) 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. Respondents may only contact

response made by Procurement Services will be provided in writing to all Respondents by addendum, no verbal responses will be authoritative.

6. No Addendum will be issued later than five (5) days before the date for receipt of proposals, except an Addendum withdrawing the Request for Proposal or one that extends the time for submission of proposals.
7. The envelope containing the completed proposal and literature **must** be marked "Request for Proposal" with City of Albuquerque RFP # and address as follows:

MAIL TO: Southeast New Mexico College  
Procurement Services: Rebecca Silva  
1500 University Dr.  
Carlsbad, NM 88220

PHYSICAL ADDRESS: SENMC Business Office  
1500 University Dr.  
Carlsbad, NM 88220

OR SUBMIT THRU EMAIL: [purchasing@senmc.edu](mailto:purchasing@senmc.edu)

**Important Information:** All proposals must be submitted before the due date. It is the Respondent's responsibility to ensure that RFP documents arrive before the established due date and time.

Respondents are strongly encouraged to review, create, and submit all bid responses several days in advance of the bid closing time. It is the responsibility of the Respondent to allow sufficient time for the hazards of traffic, weather, finding parking space, and locating the proper office.

8.





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.

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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 substantial interests of SENMC (13-1-173 NMSA1978).
3. The Director of Finance or her/his design have 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**

Each proposal may be awarded points up to the numeric value listed below. Points will be awarded in compliance with 13-1-21 NMSA 1978 for New Mexico In-State Resident Business and Resident Veteran Business. If a proposal is a joint venture, Respondent should state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A Respondent cannot be awarded both a resident preference and a resident veteran business preference. Respondent must include a copy of the certificate issued by State of New Mexico Taxation & Revenue Department in their proposal. Proposals must address each of the following criteria:

Firm Experience	45
Response and Approach to Requested Scope of Work	10
Relevant Staff Experience and Qualifications	25

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-State preference certificate, any required attachments, blank dividers, table of contents, and Federal form requirement. Additional Documents will be found on the SENMC Website under Procurement Tab.

**Proposals Must Include:**

**A letter of transmittal containing the following:**

- A. Name, address, telephone/fax number and email address of business
- B. Primary contact
- C. Authorized signature and title of Respondent
- D. Date of proposal
- E. Statement that Respondent has the ability to provide the services requested and will comply with the agreement terms and conditions set forth in this RFP and acknowledgement of any addendums unless specifically requesting changes to certain terms and conditions, if awarded an agreement.

**Firm Experience:** Overview of current and prior experience in work comparable to the scope of work required in this RFP. Include years of experience providing these services for institutions of

## **PROPOSAL CHECKLIST**

Include one (1) original OR one (1) identical electronic copy of your proposal. Please provide a Jump Drive with the proposal loaded if submitting a hard copy. Fax copies are not accepted.

Include List of References.