

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

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 Board of Trustees, SGSENM, 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 Security 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	Responsibility	Date
1. Issuance of RFP	SENMC	12/3/24
2. Deadline to Submit Written Questions	Potential Respondents	12/10/2024
3. Response to Written Question/RFP Amendments	SENMC	12/17/2024
4. Submission of Proposals	Respondents	12/20/2024
5. Review of Proposals	SENMC Evaluation Committee	1/6/2025
6. Agreement Negotiations	SENMC Procurement Services/Respondent	TBD
7. Agreement Awarded	SENMC Procurement Services	TBD
8. Agreement Effective Date	SENMC Procurement Services	TBD

BACKGROUND

Southeast New Mexico College “SENMC” was established in 1950 as the State’s first Community College and was named the Carlsbad Instructional Center. Ten years later, the Center was renamed as a branch campus of New Mexico State College System. In 1980, the campus was relocated to a new building, which was expanded with an additional wing of classrooms in 1987. In 1996, computer facility wing for occupational programs was added to the existing facilities. The newest building, the Allied Health Center was completed in 2011 to house programs in Nursing and Allied Health.

The College celebrated its 70th-year record of accomplishments on October 2, 2020. Throughout its existence, the College has helped shape lives and in turn, shape the community of Carlsbad. The College appreciates the continued support of the Carlsbad and Eddy County communities. Effective July 1, 2021, SENMC Carlsbad started another phase of its rich history by transitioning from NMSU Carlsbad to Southeast New Mexico College as an independent Community College. On April 1, 2022, Southeast New Mexico College began its new chapter as an independent Community College.

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 and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of SENMC. Except for disclosures required to be made to advance the business of SENMC and information which is a matter of public record, Lobbyist shall not,

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

not provide Lobbyist with any coverage or participation in SENMC's health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. SENMC will provide Lobbyist a 1099 for tax purposes.

5. TERMINATION

5.1 Termination at Will

- This Agreement may be terminated by SENMC immediately, at will, and in the sole discretion of SENMC. Lobbyist may terminate this Agreement upon 30 days written notice to SENMC. This Agreement also may be terminated at any time upon the mutual written agreement of SENMC and Lobbyist.

6. INDEPENDENT CONTRACTOR STATUS

6.1 Lobbyist acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of SENMC. Lobbyist shall have no authority to bind or otherwise obligate SENMC in any manner beyond the terms of this Agreement, nor shall Lobbyist represent to anyone that it has a right to do so. Lobbyist further agrees that in the event that SENMC suffers any loss or damage as a result of a violation of this provision Lobbyist shall indemnify and hold harmless SENMC from any such loss or damage.

6.2 Assignment.

- The Lobbyist shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of SENMC.

7. REPRESENTATIONS AND WARRANTIES OF LOBBYIST

7.1 Lobbyist represents and warrants to SENMC that there is no employment contract or other contractual obligation to which Lobbyist is subject, which prevents Lobbyist from entering into this Agreement or from performing fully Lobbyist's duties under this Agreement.

7.2 Lobbyist represents that he/she is licensed by the appropriate licensing agency for the Lobbyist profession and that he/she is in good standing with such agency.

8. MISCELLANEOUS PROVISIONS

8.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Lobbyist or SENMC an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Lobbyist or SENMC.

8.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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 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 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 Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
5. Respondents should promptly notify Procurement Services of any ambiguity, inconsistency, error, or missing attachments that they may discover upon examination of the RFP. Any

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 corresponding RFP# and addressed 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

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. **Any and all Proposals not received by the proposal submission date and time will rejected and returned unopened.**
9. SENMC may, in its sole discretion, extend the time for the submission of offers it determined to be in the best interest of SENMC. Such extensions will be by addendum, which may be issued before the submission due date.
10. Definition: This section contains definitions which apply to this RFP and any Proposal submitted in response, except as may be otherwise noted in the Proposal:

“Agreement” will mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” will mean successful Respondent

“Determination” will mean successful Respondent.

“Desirable” the terms “may”, “can,” “should,” or “prefers,” identify a desirable or discretionary item or factor.

“Evaluation Committee” will mean a body of SENMC employees and/or other representatives assigned to perform the evaluation of Respondent proposals.

“Finalist” is defined as an Respondent who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that Respondent for further consideration by the Evaluation Committee.

“Mandatory” the terms “must,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Respondent’s proposal or bid.

“Respondent” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“Purchase Order” will mean the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing agreement.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsive Respondent” will mean a Respondent who submits a responsive offer and who has furnished, when required, information and data to prove its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“Responsive Offer” will mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

11. Any exceptions to the terms and conditions, scope of work and/or specifications will be listed separately in the proposal and unless otherwise stated. The specifications attached are the minimum requirements. The specifications submitted herein are all available to SENMC at the time of this mailing. Minor deviations to the listed specifications may be considered.
12. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of SENMC.
13. SENMC reserves the right, in its sole discretion, to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, 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 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:

Proprietary or confidential data will 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 of 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 characteristics desired and is not intended to limit or restrict competition. If a Respondent proposes and “equal” to scope of work/specifications, SENMC reserves the right to refuse any or all Proposals and is the sole interpreter of the scope of work/specifications and sole judge as to Whether the “equal” proposed complies with the scope of work/specifications.
23. By responding to RFP, Respondents acknowledge and agree to the terms and conditions set 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 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
Cost of Service	20
New Mexico Resident Business Preference: 5% of the total possible points to a resident business. Respondent must include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Dept.	5
Veteran New Mexico Resident Business Preference: 10% of the total possible points to a resident veteran business. To qualify a Respondent must include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> • 10 Points for Resident Veteran Business/Contractor with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year as verified by State of NM Tax & Revenue. 	10
Total Possible Awarded Points	115

Note: Failure to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by SENMC Procurement Services.

SUBMITTAL REQUIREMENTS

(For ease of evaluation, Proposals should be formatted in the order as listed below)

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-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 comparable size and complexity. Demonstrate firm's ability to act in this capacity for SENMC, capability to handle proposed workload and industry performance supporting Respondent's ability to perform the required services in a timely, effective and efficient manner. Include a list of at least three (3) client references including name and telephone number of clients for which these services have been performed, currently or in the recent past. Please do not include SENMC personnel.

Response and Approach to Requested Scope of Work: Provide an in-depth response to the requested Scope of Work with a detailed description of services to be offered and an indication of capabilities to provide these services. Any services that cannot be provided as required should be noted.

Relevant Staff Experience and Qualifications: Background, qualifications, education, training and years of experience of personnel that will be providing services to SENMC. A resume is recommended. All information should be included for any subcontractor the Respondent has indicated to be part of the project team. Include all areas of work to be performed by the subcontractor(s).

Cost of Service: A fee proposal must be included; list your firm's detailed pricing for the services. *Include other details as needed.*

Attachment: Debarment & Suspension Form, Non-Collusion Form, and Vendor Questionnaire.

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.
- ✓ Acknowledge all addenda in letter of transmittal.
- ✓ Review all clarifications/questions/answers.
- ✓ Clearly mark your proposal with “Request for Proposal” and the corresponding RFP number on the front of the envelope.
- ✓ Deliver sealed proposal to Southeast New Mexico College, Procurement Services located in Carlsbad, New Mexico 88220 before due date.

If not completed as required, your proposal may be deemed non-responsive.

Contact Procurement Services immediately if any portion of the RFP is missing. This Proposal Checklist is for informational purposes only and is not required to be submitted with your proposal. The Proposal Checklist is not all inclusive so Respondents are advised to read the RFP carefully to ensure all items are addressed in your proposal.