

**REQUEST FOR PROPOSALS**  
**FOR**  
**PROFESSIONAL FEDERAL LOBBYIST SERVICES**

*As Requested by*

**THE SOUTHERN SANDOVAL COUNTY ARROYO  
FLOOD CONTROL AUTHORITY**



**RFP No. 2019-01**

**PROPOSAL DUE DATE: March 7, 2019**

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**Submission Instructions to Offerors:**

1. Proposal due date: March 7, 2019 at 3:00 p.m. local time. Proposals for the project will be received by the Fiscal Services Department, Southern Sandoval County Arroyo Flood Control Authority, 1041 Commercial Dr. SE, Rio Rancho, New Mexico 87124.
2. Submit 1 Original and 3 copies of your Proposal in a sealed envelope or container. Submit 1 Original copy of your cost proposal in a separate sealed envelope or container labeled “Cost Proposal”.
3. This RFP is issued by the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), Fiscal Services Department, which is the sole point of contact during the procurement process. Communications initiated by Offerors with members of the Governing Body or SSCAFCA personnel, other than as coordinated by Fiscal Services Staff, shall be grounds for Offeror disqualification.
4. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**Professional Federal Lobbyist Services  
RFP No. 2019-01**

5. **Point of Contact:** This Request for Proposals (RFP) is issued by SSCAFCA, Fiscal Services Department, which is the sole point of contact during the procurement process (the “Point of Contact”). Communications initiated by a respondent to this RFP (the “Offeror”) with members of the Governing Body or SSCAFCA personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact:

Southern Sandoval County Arroyo Flood Control Authority  
Fiscal Services Department  
Attention: Deborah Casaus, Fiscal Services Director  
1041 Commercial Dr. SE  
Rio Rancho, NM 87124  
(505) 892-5266  
dcasaus@sscafca.com

**SOUTHERN SANDOVAL COUNTY ARROYO  
FLOOD CONTROL AUTHORITY  
(SSCAFCA)**

**PROFESSIONAL FEDERAL LOBBYIST SERVICES  
REQUEST FOR PROPOSALS  
RFP No. 2019-01**

**1. INTRODUCTION**

**1.1. Overview.** The Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests qualification based competitive sealed proposals for **Professional Federal Lobbyist Services**.

SSCAFCA strives to be a regional leader in the development of public policy and strategy on innovative flood control that promotes conservation of the arroyos in a natural state. SSSCAFCA places value in partnering with other levels of government to advocate on issues of mutual interest and to secure intergovernmental funding that supports SSSCAFCA's Mission and Goals. SSSCAFCA seeks to be active at the Federal level by working to strengthen its relationship with the NM Congressional Delegation, to seek Federal funding for flood control projects and programs, to monitor legislation and regulations with impact, and to weigh in on policy matters of importance.

The Lobbyist will be required to represent SSSCAFCA in a bi-partisan fashion with the New Mexico Congressional Delegation, federal agencies and national associations whose interests align with SSSCAFCA's Mission and provide a physical presence on behalf of SSSCAFCA in Washington D.C. SSSCAFCA will consider proposals from either individuals or firms supplying the requested services.

**1.2. Term.** SSSCAFCA intends to enter into a one (1) year contract, with an option to renew (3) additional years not to exceed four (4) years.

**1.3. Scope of Work/Specifications.** Offerors should demonstrate their ability to provide the following services:

**1.3.1** Lobbyist will provide a broad range of Federal Lobbying Services on behalf of SSSCAFCA before the Legislative and Executive branches of the Federal Government.

- 1.3.2** Lobbyist will represent SSCAFCA in legislative matters and issues with the U.S. Congress. Services include advocating for SSCAFCA and SSCAFCA's stated interests with the New Mexico Congressional Delegation.
- 1.3.3** Lobbyist will assist in the formulation of a Federal funding and policy agenda, working with the Executive Engineer and Legislative Committee.
- 1.3.4** Lobbyist will represent SSCAFCA's interests in the Federal budget process, including the identification of competitive agency grant opportunities and lobbying Executive agencies in support of SSCAFCA application submittals.
- 1.3.5** Review and analyze, on a continuing basis, all existing and proposed Federal policies, programs and regulations that may impact SSCAFCA. Provide prompt notification to SSCAFCA of the issue and specific impact.
- 1.3.6** On issues where State and Federal policy overlap, coordinate and collaborate with SSCAFCA's contracted State lobbyist as necessary.
- 1.3.7** Lobbyist's contact with SSCAFCA will be through the Executive Engineer or his designee on all issues related to this Agreement. Lobbyist will meet with SSCAFCA's Board member who is designated as the Board representative to the Lobbyist, as needed.
- 1.3.8** Lobbyist will brief SSCAFCA Board of Directors in person, upon request, at least once annually, and generally, be available in a timely manner in person, by telephone, fax, or email to provide consultation and advice.

## **2. CONDITIONS GOVERNING PROCUREMENT**

**2.1. Overview.** This section of the Request for Proposals (RFP) contains the schedule for the procurement, describes the major events and milestones and specifies general conditions governing the procurement.

**2.2. Schedule of Events.** SSCAFCA will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	SSCAFCA	February 17, 2019	NA
Deadline to Submit Written Questions	Potential Offerors	February 26, 2019	5:00 PM
Response to Written Questions	SSCAFCA	March 1, 2019	5:00 PM
RFP Addenda	SSCAFCA	If applicable, no later than March 1, 2019	5:00 PM
Submission of Proposals	Offerors	March 7, 2019	3:00 PM
Proposal Evaluation and Ranking (Including time for Interviews, Oral Presentations, and Best and Final Offers)*	Evaluation Committee	March 11-14, 2019	
Notify Offerors of Selection	SSCAFCA	March 14, 2019	
Finalize Contract (upon SSCAFCA Board approval)	SSCAFCA/Offeror	March 21, 2019	
Protest Deadline	Offerors	10 days following notification of award	

\*Offerors will be notified by the Fiscal Services Department if and when to expect interview and Best and Final Offer dates.

**2.2.1 Written Questions and RFP Amendments.** Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact. Written responses to written questions and any RFP amendments will be will be posted to SSCAFCA's website at the following address:

<http://www.sscafca.org>

**2.2.2** All addenda and communications will also be posted to SSCAFCA's website. It is the responsibility of all potential Offerors to check the website for questions and responses and to ensure that all addenda have been received before submitting their proposal.

**2.2.3 Submission of Proposal.** All Offeror proposals must be received by SSCAFCA no later than the date and time specified in the Schedule of Events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**Southern Sandoval County Arroyo Flood Control Authority  
Attention: Deborah Casaus, Fiscal Services Director  
1041 Commercial Dr. SE  
Rio Rancho, New Mexico 87124**

Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**Professional Federal Lobbyist Services  
RFP No. 2019-01**

SSCAFCA shall not be responsible for proposals that are mailed and not received by the time specified in this section. Receipts for hand delivered proposals may be issued by SSCAFCA (upon request).

- 2.2.4 Proposal Evaluation.** The evaluation and ranking of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.
- 2.2.5 Selection of Finalist.** The Evaluation Committee will select and the Point of Contact will notify the Finalist Offeror.
- 2.2.6 Oral Presentations and Interviews.** The Evaluation Committee may request oral presentations or interviews by the Offerors. If this is required, the requested action will take place at the SSCAFCA office in Rio Rancho within the proposal evaluation timeframe specified the Schedule of Events.
- 2.2.7 Finalize Contract.** The Contract will be finalized with the most qualified Offeror. In the event that mutually agreeable terms cannot be reached, SSCAFCA reserves the right to terminate negotiations with that Offeror. The Contract will be presented to the SSCAFCA Board of Directors for its approval on the date specified in the Schedule of Events.
- 2.2.8 Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

**2.3. General Requirements.**

- 2.3.1** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.2** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of SSCAFCA.
- 2.3.3** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SSCAFCA, at its option.

**2.3.4** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the Point of Contact named above. SSCAFCA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments.

**Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**

**2.3.5** A proposal may be amended or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. An amendment must be a complete replacement for a previously submitted proposal and must be clearly identified in a transmittal letter signed by the Offeror's authorized representative. SSCAFCA reserves the right to request proof of authorization to withdraw or amend a proposal.

**2.3.6** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the procurement is completed.

**2.3.7** SSCAFCA may evaluate the proposals based on the anticipated completion of all or any portion of the project. SSCAFCA reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project when deemed to be in SSCAFCA's best interest. SSCAFCA makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

**2.3.8** SSCAFCA may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

**2.3.9** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by SSCAFCA.

**2.3.10** Offeror acknowledges and accepts that any expense incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror.



- 2.3.11** SSCAFCA expects the highest level of ethical conduct from Offerors including adherence to all applicable laws regarding ethical behavior. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 2.3.12** After identifying the highest scoring Offeror, SSCAFCA will attempt to negotiate final terms of a Contract with such Offeror, on such terms as SSCAFCA deems in its best interest. SSCAFCA reserves the right to negotiate all elements of the Contract.
- 2.3.13** SSCAFCA shall evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying an Offeror from consideration. SSCAFCA's determination shall be final.

### **3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS**

**3.1. General Proposal Requirements.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

**3.2. Number of Copies.** Offeror must submit 1 original and 3 copies of its proposal in a sealed envelope or container.

#### **3.3. Proposal Format.**

**3.3.1** Proposals shall be limited to a maximum length of 15 numbered pages, not including the Cover Letter, Table of Contents, dividers, the front and back cover and any documentation listed in Section 4.2.2. Please identify the requirement number in the proposals when responding to each.

**3.3.2** Proposals shall be clearly divided into unique sections, which shall include:

- a. Cover Letter
- b. Table of Contents
- c. Other Required Documents
- d. Response to Desirable Requirements

**3.3.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper and bound or assembled with spiral bindings, stapled or in 3-ring binders. Graphics incorporated into the

proposal may exceed the paper-size requirement. Any 11" x 17" pages shall be numbered as two pages. Drawings on 24" x 36" sheets shall be numbered as four pages.

#### **4. SUBMISSION REQUIREMENTS**

**4.1. Overview.** This section contains the mandatory and desirable proposal submission requirements as well as related information. Offerors must respond to the mandatory requirements and should respond to the desirable requirements of this RFP providing the required responses, documentation and assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that requirement, except for Section 4.3.3.

**4.2. Mandatory Proposal Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal.

**4.2.1 Page Limit.** Proposal shall be limited to a maximum length of 15 numbered pages, not including the documents listed in 4.2.2 through 4.2.3 below.

**4.2.2 Cover Letter.** Offerors must submit a cover letter summarizing why the Offeror is interested in this proposal. A party authorized to bind the entity submitting the proposal must sign the cover letter. The cover letter should include the following items:

- a. Identity of Offeror including business address, telephone number, fax number, and email address.
- b. A statement that the proposal is effective for 60 days from proposal due date.
- c. A statement that the Offeror will comply with all terms and conditions as stated in this RFP; or identification of any exceptions taken to any of the RFP terms.

**4.2.3 Other Required Documents.** The following list of documents must be submitted with the proposal, but will not be counted towards the 15 page limit:

- a. **Disclosure of any Potential Conflicts of Interest.** Offeror shall either state they have no conflict of interest or disclose any potential conflict of interest. A potential conflict of interest includes, but is not limited to:
  - i. Accepting an assignment where duty to SSCAFCA would conflict with the Offeror's personal interest, or interest of another client.
  - ii. Performing work for a client or having an interest which conflicts with this contract.

- b. Certification of professional liability insurance of at least one million dollars (\$1,000,000).
- c. **Campaign Contribution Disclosure Form.** In accordance with the Procurement Code, Section 13-1-28, all prospective contractors who are seeking to enter into a contract with a state agency or local public body (SSCAFCA) are required to file the attached “Campaign Contribution Disclosure Form” with that state agency or local public body, in this case SSCAFCA. This form must be filled out in its entirety and submitted with the offer.
- d. **Cost Proposal.** Submit 1 Original copy of your cost proposal in a separate sealed envelope or container labeled “Cost Proposal”.

**4.3. Desirable Requirements.** As SSCAFCA shall evaluate all of the proposals on the same basis, it is required that your proposal conforms in all respects to the specifications outlined in this RFP.

**4.3.1 Qualifications and Experience with Governmental Entities.** A description of the Offeror’s qualifications and experience with Federal legislative processes, Federal budget and appropriations processes, and Federal Executive Agency competitive grant processes, including identifying opportunities and helping local government entities to submit quality grant applications.

**4.3.2 Record of lobbying performance at the Federal level and experience lobbying for local government entities.** A description of the Offeror’s record and experience of lobbying at the Federal level and experience in lobbying for local government entities, including grant funding obtained and actions taken to support/defend legislation critical to clients.

**4.3.3 Familiarity with SSCAFCA and entities within its boundaries.** A description of the Offeror’s experience, knowledge of and/or familiarity with SSCAFCA or any other local government entities within the Rio Grande Basin.

**4.3.4 Experience and knowledge of flood control agencies.** A description of Offeror’s knowledge of flood control agencies and any relevant experience with other local government entities responsible for flood control.

**4.3.5 Proposed Approach.** A description of how the Offeror plans to execute the Scope of Work given above including the approach that the Offeror will utilize in providing the necessary services.

**4.3.6 References and/or Recommendations.** References and/or recommendations by other governmental agencies on work of a directly related nature.

**4.3.7 Resident Contractor or Resident Veterans Contractor Preference.** If applying for a resident contractor or resident veteran contractor preference for this RFP, Offeror

must submit certificate issued by the New Mexico Tax and Revenue Department preference to obtain points. Only one preference may be applied to RFP scoring. Please see NMSA 1978, Sections 13-1-21 and 13-1-22.

## **5. EVALUATION OF PROPOSALS**

**5.1 Evaluation Points Summary.** The following is a summary of evaluation factors and the maximum point factors assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

<b>RFP Section</b>	<b>Factor</b>	<b>Points</b>
	<b><u>Mandatory Requirements-Pass/Fail</u></b>	
<b>4.2.1</b>	<b>Fifteen-page limit</b>	<b>Pass/Fail</b>
<b>4.2.2</b>	<b>Cover Letter</b>	<b>Pass/Fail</b>
4.2.2 a.	Identity of Offeror	Pass/Fail
4.2.2 b.	Statement that the proposal is effective for 60 days	Pass/Fail
4.2.2 c.	Statement of compliance with all terms and conditions	Pass/Fail
4.2.2 d.	List of pending, settled, tried litigation	Pass/Fail
<b>4.2.3</b>	<b><u>Other Required Documents</u></b>	
4.2.3 a.	Disclosure of Conflicts of Interests	Pass/Fail
4.2.3 b.	Certification of Liability Insurance	Pass/Fail
4.2.3 c.	Campaign Contribution Disclosure Form	Pass/Fail
4.2.3.d	Cost Proposal	Pass/Fail
<b>4.3</b>	<b><u>Desirable Requirements</u></b>	
<b>4.3.1</b>	<b>Qualifications and Experience with Government Agencies</b>	<b>20</b>
<b>4.3.2</b>	<b>Lobbying Performance Record</b>	<b>25</b>
<b>4.3.3</b>	<b>Familiarity with SSCAFCA</b>	<b>15</b>
<b>4.3.4</b>	<b>Experience and knowledge of flood control agencies</b>	<b>10</b>
<b>4.3.5</b>	<b>Proposed Approach</b>	<b>20</b>
<b>4.3.6</b>	<b>References and/or recommendations</b>	<b>10</b>
<b>4.3.7</b>	<b>Resident Contractor Preference (See NMSA 1978, Section 13-1-22); <u>OR</u></b>	<b>5</b>
<b>4.3.7</b>	<b>Resident Veterans Contractor Preference (Up to 10 points, See NMSA 1978, Section 13-1-22)</b>	<b>10</b>
	<b>TOTAL POINTS POSSIBLE</b>	<b>110</b>

**5.2 Desirable Requirements.** Failure to respond to a Desirable Requirement will result in zero points being awarded for that requirement.

**5.3 Oral Presentation/Interview.** SSCAFCA reserves the right to award a contract on the basis of proposals only or may require selected Offerors to be interviewed or make an oral presentation.

PROSPECTIVE CONTRACTOR NAME: \_\_\_\_\_

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, 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 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 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 (\$250.00) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBERS, OR THEIR REPRESENTATIVES HAVE 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 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.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

“**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.

“**Prospective contractor**” means a person or business that 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 or business 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.

For the purposes of this procurement, the applicable public officials are the SSCAFCA Board of Directors named below:

James Fahey Jr., Chair Pro Tem  
4828 Corrales Rd.  
Corrales, NM 87048

Michael Obrey, Chairman  
105 Carey Road  
Corrales, NM 87048

Mark Conkling, Chair Pro Tem (Alt)  
2528 Sandia Loop NE  
Rio Rancho, NM 87124

John Chaney, Treasurer  
3592 Calle Suenos  
Rio Rancho, NM 87124

Steven M. House, Secretary  
940 Saratoga Road  
Rio Rancho, NM 87124

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

Date

Title (position)

— OR —

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, or my family members or my representatives.

\_\_\_\_\_  
Signature

Date

Title (position)



**SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY**

**AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYIST SERVICES**

**THIS PROFESSIONAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as “SSCAFCA”), and \_\_\_\_\_, (hereinafter referred to as the “Contractor”).

Contractor and SSCAFCA desire to enter into an agreement regarding professional services;

**1. Scope of Services**

- a. SSCAFCA shall establish and adopt legislative policies and goals and shall inform the Contractor of such policies and goals. The Contractor shall be receptive of this information, willing to offer opinion and must communicate and defend the Board approved policies and goals.
- b. Contractor will represent SSCAFCA in legislative matters and issues with the U. S. Congress. Services include advocating for SSCAFCA and SSCAFCA’s stated interests with the New Mexico Congressional Delegation.
- c. Contractor will assist in the formulation of a Federal funding and policy agenda, working with the Executive Engineer and Legislative Committee.
- d. Contractor will represent SSCAFCA’s interests in the Federal budget process, including the identification of competitive agency grant opportunities and lobbying Executive agencies in support of SSCAFCA application submittals.
- e. Contractor will review and analyze, on a continuing basis, all existing and proposed Federal policies, programs and regulations that may impact SSCAFCA. Provide prompt notification to SSCAFCA of the issue and specific impact. On issues where State and Federal policy overlap, contractor will coordinate and collaborate with SSCAFCA’s contracted State lobbyist as necessary.
- f. Contractor will represent SSCAFCA in dealing with the State of New Mexico Executive and Administrative agencies, on a limited basis, as agreed to by the parties.
- g. Contractor’s contact with SSCAFCA will be through the Executive Engineer or his designee on all issues related to this Agreement. Contractor will meet with SSCAFCA’s Board member who is designated as the Board representative to the Contractor, as needed.
- h. Contractor will brief SSCAFCA Board of Directors in person, upon request, at least once annually, and generally, be available in a timely manner in person, by telephone, fax, or email to provide consultation and advice.

**2. Compensation**

SSCAFCA agrees to pay Contractor a sum of \_\_\_\_\_, plus applicable gross receipts tax for Contractor's services. Said sum includes all cost incurred by Contractor. Payment will be made in twelve (12) monthly installments plus gross receipts tax.

**3. Term of Agreement**

The Contract will be for one (1) year, and may be extended for up to three (3) additional years in one (1) year increments, if requested by the Executive Engineer and subject to annual approval by the SSCAFCA Board of Directors.

**4. Termination**

The Agreement may be terminated without cause by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

**5. Status of Contractor**

The Contractor and the Contractor's agents and employees, are independent Contractors performing professional services for SSCAFCA and are not employees of SSCAFCA.

**6. Assignment**

Contractor shall not assign or transfer any interest in this Agreement without the written consent of SSCAFCA.

**7. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of SSCAFCA.

**8. Insurance**

Contractor agrees to maintain general liability insurance providing coverage in an amount no less than one million dollars (\$1,000,000) per claim. Proof of insurance shall be submitted to SSCAFCA. Such insurance shall remain in full force and effect during the term of this Agreement.

**9. Records and Audits**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered if hourly services are being provided. These records shall be subject to inspection by SSCAFCA. SSCAFCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of SSCAFCA to recover excessive and/or illegal payments.

**10. Release**

The Contractor shall, upon final payment of the amount due under the Agreement, release the officers and employees and SSCAFCA from all liabilities, claims and obligations whatsoever arising from or under the Agreement. The Contractor agrees not to purport to bind SSCAFCA, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**11. Confidentiality**

Any information provided to or developed by the Contractor in the performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of SSCAFCA.

**12. Conflict of Interest**

The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

**13. Amendment**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties.

**14. Merger**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless embodied in this Agreement.

**15. Applicable Law**

This Agreement shall be governed by the laws of the State of New Mexico.

**16. Waiver**

No waiver or any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver or any other subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

**17. Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), impose Civil and Criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**18. Equal Opportunity Compliance**

The Contractor shall agree to abide by 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 this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Multiple Counterparts**

The Contract will be executed in multiple counterparts, each of which will be deemed to be an original for all purposes.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective as of the date first written above.

**SOUTHERN SANDOVAL COUNTY  
ARROYO FLOOD CONTROL AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Michael Obrey  
Chairman, Board of Directors

Date: \_\_\_\_\_

**Contractor:**

By: \_\_\_\_\_

Federal I.D. Number:

\_\_\_\_\_

Its: \_\_\_\_\_