

# PROFESSIONAL SERVICE AGREEMENT

NORTHERN NEW MEXICO COLLEGE



**This Professional Service Agreement** should be completed when procuring services from professional contractors requiring specialty skills. Examples include architects, specialty trained medical personnel, surveyors, attorneys, auditors, etc.

## Instructions for completing a Professional Service Agreement:

- **In the opening paragraph**, enter date of service and contractor name.
- **For 1. Scope of Work**, provide a detailed description of the work being performed.
- **For 2. Compensation**, enter a breakdown of costs (which may require a breakdown of material, labor and tax, if applicable).
- **For 3. Terms**, enter the time frame of the work being performed.
- **Items 4 through 21** contain standard contract language, which cannot be changed.
- **For 22, Other Provisions**, enter additional provisions, if applicable.
- **For 23**, complete contractor information and obtain contractor signature. If first time vendor, a completed W-9 must accompany this Professional Service Agreement. Complete Northern New Mexico College section and obtain all required approvals.

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This agreement is made and entered into on \_\_\_\_\_, by and between Northern New Mexico College, 921 Paseo de Oñate, Española, NM 87532, herein after referred to as “Northern,” and

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herein after referred to as the “Contractor”. It is hereby agreed between the parties:

1. **Scope of Work:** (If your description is longer than the space provided, please attach another page.)

2. **Compensation:** (If your description is longer than the space provided, please attach another page.)

3. **Terms:**  
Northern New Mexico College payment terms are as follows and are not to be changed:  
**Net 30 Day Payment upon receipt of Invoice.**

4. **Termination:**  
This Agreement may be terminated by either of the parties hereto 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 already incurred for performance or failure to perform prior to the date of termination.
5. **Status of Contractor:**  
The Contractor, his/her agents, and employees are independent contractors performing professional services for Northern. The Contractor, his/her agents, and employees shall not accrue leave, retirement, insurance, bonding authority, use of state vehicles, or any other benefits afforded to employees of Northern as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by him/her for income tax purposes as self-employment tax.
6. **Assignment:**  
The Contractor shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of Northern.
7. **Subcontracting**  
The Contractor shall not subcontract any portion of the service to be performed under this Agreement without the prior written approval of Northern.
8. **Records and Audits:**  
The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to internal and external audit. Northern retains the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Northern to recover excessive or illegal payments.
9. **Budget Appropriation:**  
The terms of this Agreement are contingent upon sufficient budget being available and authorization being made by the Executive Team Member for the performance of the Agreement. The Agreement will not be valid unless approved by the Executive Team Member prior to rendering of services.
10. **Claims for Reimbursement:**  
After the rendering of services, contractor shall submit an invoice certifying that the services have been rendered and/or itemizing all expenses for which claim is being made. If terms indicate multiple payments, a claim must be submitted as each payment is requested. Contractor shall supply Northern with a New Mexico gross receipts tax number or certify exemption.
11. **Release:**  
The Contractor, upon final payment of the amount due under this Agreement, releases Northern, its officers, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind Northern to any obligation not assumed herein by Northern, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.
12. **Confidentiality:**  
Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without approval of Northern.

13. **Product of Services: Copyright**  
All materials developed or acquired by the Contractor under this Agreement shall become the property of Northern and shall be delivered to Northern no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be subject of any application for copyright by or on behalf of the Contractor.
14. **Conflict of Interest:**  
The Contractor warrants that he/she presently 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. The Contractor shall comply with the provisions of Section 10-16-12, NMSA, 1978, which requires disclosure in writing to the Office of the Secretary of State of the receipt of more than five thousand dollars in the aggregate from one or more state Agencies in any twelve-month period through rendering of professional services.
15. **Amendment:**  
This Agreement shall not be altered, changed or amended except by an instrument, in writing, executed by the parties hereto.
16. **Scope of Agreement:**  
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. **Notice:**  
The Procurement Code, Sections 13-1-190 throughout 13-1-199, NMSA, 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
18. **Equal Opportunity Compliance:**  
The Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the governor of the State of New Mexico. The Contractor agrees to assure that no person in the United States shall, be excluded from employment on the basis of sexual preference, age, handicap, race, religion, color, national origin, ancestry, sex or medical condition, or participation with in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of the Agreement, Contractor agrees to take appropriate steps to correct deficiencies.
19. **Applicable Law:**  
This Agreement shall be governed by the laws of the State of New Mexico.
20. **Public Works Minimum Wage Act: (State Funded Construction Project)**  
This is a Public Works contract subject to the provision of the Public Works Minimum Wage Act, Sections 13-4-11 to 13-4-17 et seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, shall be in effect and utilized by the Contractor during the life of this contract. Wage Decision No. SF-11-1423A dated 12/28/11 is part of this contract. You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decision of the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, and those shown under U.S. Department of Labor Wage Decision No. SF-11-1423A dated 12/28/11 and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a contractor or subcontractor is willfully paying his/her laborers, mechanics, and operators less than the rates required by the contract for the work the laborers, mechanics, and operators are performing, the contractor or subcontractor may lose his/her right to proceed with the work.

21. **Davis-Bacon and Related Acts (DBRA) Compliance: (Federally Funded Construction)**  
The Contractor shall comply with the Davis-Bacon and related Acts which applies to all contractors and subcontractors working on federal (or federally-assisted) contracts in excess of \$2,000.00. Contractors on applicable Federal projects are required to pay their laborers and mechanics not less than the local prevailing wage rate (plus fringe benefits) as determined by the Secretary of Labor. Per the Department of Labor, Under the Davis-Bacon and Related Acts (DBRA), contractors must:
- a) Maintain payrolls
  - b) Keep basic records
  - c) Submit certified weekly payrolls to NNMC
22. **Other Provisions:** (If your description is longer than the space provided, please attach another page.)

(Continued on next page)

23. **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date below.

**CONTRACTOR**

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By: \_\_\_\_\_  
Company Date

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_

NM CRS #: \_\_\_\_\_ Federal ID: \_\_\_\_\_  
(Required if tax exempt)

State Contract #: \_\_\_\_\_

Contractor ID #: \_\_\_\_\_ CES #: \_\_\_\_\_

Contractor: \_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature Date

**NORTHERN NEW MEXICO COLLEGE**

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Requested by: \_\_\_\_\_  
Print Date

\_\_\_\_\_  
Signature

Account #: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Chair/Director Print Date

\_\_\_\_\_  
Signature

Approved by: \_\_\_\_\_  
VP/Provost Print Date

\_\_\_\_\_  
Signature

**Budget Check**

Approved by: \_\_\_\_\_  
Signature Date