Northern New Mexico College

Request for Proposals
RFP #2018-002

Issue Date: Friday, September 22, 2017
Due Date: 4:00 p.m. Friday, October 6, 2017
NORTHERN NEW MEXICO COLLEGE

Request for Proposal #2018-002

LEGAL SERVICES

The Request for Proposal is to establish a contract for legal services on an as-needed/on-call basis as requested by Northern New Mexico College.

Issue Date of Request for Proposal: Friday, September 22, 2017

Due Date of Proposal: 4:00 p.m. Friday, October 6, 2017

Northern New Mexico College Point of Contact: Ricky A. Bejarano, CPA, CGMA

VP for Finance & Admin (Interim)

Email: ricky.bejarano@nnmc.edu

Phone: (505) 747-5050

RFP CONDITIONS

Northern New Mexico College (hereinafter referred to as "NNMC") is seeking responses (hereinafter called "Proposal") for the performance of legal services (hereinafter called "Services") requested in this Request for Proposals Number 2018-002, its attachments and subsequent addendums (hereinafter called "RFP"). You/your firm’s (hereinafter called "Proposer") Proposal is to provide responses to all of the requirements set forth within the RFP.

NNMC may accept Proposals, in whole or in part that most closely meet all the criteria described herein. NNMC reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests. An award will not be based solely on the lowest fee; instead it will be based on several weighted criteria, as provided herein.

The successful Proposer (hereinafter called "Contractor") will enter into a binding agreement (hereinafter "Contract") with NNMC. A draft of the Contract is included as Attachment 6. Proposer may recommend changes, deletions or additions to the Contract, however NNMC will determine if they will be in NNMC’s best interests to accept any of those recommendations.

For definitions or clarifications to terms refer to Section VII of this document.
ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

During the period of the bidding, your point of contact (hereinafter called "POC") will be limited to Ricky A. Bejarano, VP for Finance & Administration (Interim). He has been designated as the contact person for this RFP. No Proposer may contact any NNMC employee, officer or member of the Board of Regents other than Mr. Bejarano regarding this RFP through the date of the execution and award of the Contract. Any Proposer who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Proposer's offer may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC. Any question, statement, or response from the POC or other individual from NNMC that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addendums. NNMC will not be responsible for any misinterpretations, discrepancies or contradictory information that Proposer may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions by 5:00 p.m. the next business day after submission. All questions and responses will be posted on the NNMC website so that they may be viewed by all Proposers (identifying information removed to ensure anonymity).

By signing below, Proposer signifies that he understands all of the terms and conditions of this RFP, its Attachments and all subsequent addendums and agrees to cause himself or his firm to be bound by them. Only an authorized agent of the Proposer's company may sign this document.

Name of Firm

Authorized Representative Name

Title

Signature

Date

Provide point of contact of Proposer:

Name

Title

Mailing Address

Telephone Number(s)

Email Address
SECTON I  GENERAL INFORMATION

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PROPOSAL SCHEDULE
ALL DATES AND TIMES ARE SUBJECT TO CHANGE

- Issuance of RFP at [http://nnmc.edu/](http://nnmc.edu/) Friday, September 22, 2017
- Last Day to Submit Requests for Clarification Friday, September 29, 2017
- Proposal Submission Deadline 4 p.m. Friday October 6, 2017
- Evaluation of Proposals October 9, 2017
- Selection of Finalist(s) October 10, 2017
- Presentations (if necessary) October 11, 2017
- Protest Deadline 5:00 p.m. October 25, 2017
- Execution of Contract & Commencement of Services October 30, 2017
SECTION II  BACKGROUND AND SCOPE OF WORK

1. BACKGROUND
NNMC is a State and Federally funded, 4-year higher education institution primarily serving Northern New Mexico. It is a constitutionally created institution. It has a diverse student population from throughout the U.S. and from foreign nations. NNMC was founded in 1909. Its main campus is in Espanola, New Mexico and also has a campus in El Rico, New Mexico.

NNMC offers associate and bachelors degrees in programs such as nursing, the sciences, education, business, the arts.

2. PURPOSE
To provide Legal Services to NNMC upon request; including representation of NNMC in selected matters.

3. SCOPE OF SERVICES
Proposer must be capable of delivering Services in at least the following areas of law:

A.) General Litigation;
B.) Education Policies and Procedures;
C.) Employment Law, including Public Employee Law;
D.) Procurement Law;
E.) Civil Rights;
F.) Governing Board Representation;
G.) Student Financial Aid;
H.) Real Estate – capable of handling all aspects of real estate transactions for governmental entities;
I.) Business Law, including corporate, commercial, contract (including construction contracting), tax (particularly issues involving tax-exempt entities), insurance;
J.) Administrative Law, including public agency work, procurement and issues related to higher education;
K.) Collective Bargaining/Labor Union (public employees); and
L.) Government Grant and Contract Law.
M.) Firm is to provide a Single Point of Contact throughout the term of the agreement. The single point of contact will be the representative that we will initially contact to discuss our legal needs and determine who is best suited to assist us.
4. SUBMITTALS

A.) Size of the office with job categories of employees;
B.) Statement of ability to perform work for NNMC on an on-call basis;
C.) Relevant experience – This portion of your Proposal should demonstrate the extent to which you are qualified to perform the scope of Services as outlined within this RFP;
D.) Personnel - Please identify and highlight the Single Point of Contact for the firm that the College can contact and talk with to discuss our needs and then determine which individual in the firm is the most suited to assist us. Also, identify the primary individuals who will be assigned by the Single Point of Contact to provide services and the nature of the services each would perform. Provide resumes or other background information for each of the individuals identified, which pertains to the scope of Services outlined above;
E.) Three (3) or more client references – The organization's name, a contact, telephone number and a brief description of the services provided are required for each reference. Proposer, by furnishing these references, agrees to allow NNMC to contact any persons at the organizations listed, and to utilize information obtained in the evaluation of the offer; and
F.) Hourly rates schedule for principals and employees. Also indicate the type and amount of any additional expenses, such as travel, per diem, copying charges, etc. Rates quoted shall not include gross receipts tax.
SECTION III GENERAL TERMS AND CONDITIONS

1. LENGTH OF PROPOSAL
The Proposal is not to exceed twenty (20) single-sided, single-spaced pages. The following will not count towards the limit of twenty (20) pages:
A.) Acceptance of Terms and Conditions of RFP Form (page 2 of this RFP);
B.) Completed RFP attachment forms number 1 through 4;
and,
C.) Cover Letter of Proposal

2. PERIOD OF PERFORMANCE
The resultant Contract shall start on the date of the execution of the Contract and end June 30, 2018. The Contract may be extended for an additional two (2) years. Extensions shall be in one (1) year increments and shall be renewed by no later than July 1st of each successive year and terminate the following June 30th. Extensions must be made in writing and must be signed by authorized representatives of both parties.

3. PRICING
A.) Proposer may choose to provide their own Fee Proposal in their format; and
B.) Any revision in rates must be justified and made available for NNMC’s review and potential negotiation at a minimum of ninety (90) days prior to the beginning of each new contract year. Any such approval must be mutually agreed upon by both parties and in writing by authorized representatives of both parties. If both parties cannot come to agreement as of sixty (60) days prior to the end of the existing term the Contract will not be extended for any further terms.

4. PRESENTATIONS
NNMC may choose to invite Proposers to make a presentation and answer questions asked by the evaluation committee and/or the Board of Regents. NNMC reserves the right to invite as many Proposers that are in its best interest. Prior to the presentations NNMC may, with adequate time, specify requirements for the presentation and anything that is allowable and unallowable to present and discuss.

5. AWARD
A. In accordance with the State of New Mexico "Procurement Code", §13-1-28 through §13-1-199 N.M.S.A., NNMC reserves the right to make an Award to the Proposer or Proposers that provides the Services in its best interest and will not make the Award to the Proposers with simply the highest ranking score. The RFP will be evaluated based on all criteria
listed in this RFP, its attachments and its addendums. Failure to meet criteria in any one category is grounds to determine a proposal non-responsive; and

B. NNMC reserves the right to negotiate with Proposers. Issuance of an Intent to Negotiate with a Proposer does not guarantee an Award. An Award will be made only after NNMC and Proposer complete successful negotiations and execution of a Contract.

C. **NNMC reserves the right to award to multiple proposers.**

6. **CONTRACT DOCUMENT**
   A.) The Contract between the Contractor and NNMC shall contain substantially the terms and conditions found in Attachment 6, which is hereby incorporated by reference. Additionally, this RFP, its Attachments, Addendums and subsequent changes shall be incorporated in the Contract with the successful Contractor;

B.) Proposer may offer changes to the terms and conditions of the attached Contract and shall do so in writing and provided within its Proposal. NNMC is not obligated to accept any of the proposed changes, however it reserves the right to accept and negotiate some or all of the changes if it is determined that it is in its best interests;

C.) The Contractor's signature on the "ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM" (page 2 of this document) signifies a full understanding of all the terms and conditions of the RFP, its attachments and subsequent addendums; and

D.) Services may commence when NNMC issues a purchase order to the Contractor.

7. **REQUIRED AND INFORMATIONAL FORMS**
   A.) The following are to be completed and submitted with your Proposal:

   1.) Acceptance of Terms and Conditions of RFP Form (page 2 of this document);
   2.) Addendum(s) Acknowledgement Form (Attachment 1);
   3.) Proposer Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
   4.) Campaign Contribution Disclosure Form (Attachment 3); and
   5.) Resident Veterans Preference Form (Attachment 4), if applicable.

B.) **Informational Documents**

   1.) Advertisement (Attachment 5); and
   2.) Draft Sample Contract (Attachment 6).
SECTION IV EVALUATION COMPONENTS

This section of the RFP contains specifications and other relevant information to be used by Proposers in preparation of their Proposal. Award of a Contract will not be based solely on cost and may not be awarded to a Proposer or Proposers with the highest ranking score.

Proposers shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NNMC. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of a Contract. Proposers are encouraged to provide any additional information describing any additional abilities.

All responsive Proposals will be reviewed independently by each member of the evaluation committee. Their evaluations will be based on the Proposal as a whole and will be scored solely on the requirements, data, information and related responses to the RFP. Upon evaluation off all proposals, the ranked list of Proposers will be provided to NNMC Administration and the NNMC Board of Regents. The NNMC Board of Regents are the governing body that will have the final determination of award(s).

SELECTION CRITERIA
All Proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP and procurement statutes. Proposals found not to be in compliance will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted criteria. There is a maximum number of one-hundred (100) points that may be awarded, not including Resident or Veteran Resident Preference.

<table>
<thead>
<tr>
<th>Description</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Capability of providing legal services as stated in this RFP.</td>
<td>30 points</td>
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<td>2. Experience with and representation of institutions of higher education and educational law, including any special training, higher education related seminars, or other specialized experience.</td>
<td>30 points</td>
</tr>
<tr>
<td>3. Experience with public agencies and administrative bodies in the State of New Mexico.</td>
<td>20 points</td>
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</tbody>
</table>
4. Location of office(s) within a 30-mile radius of the NNMC Main Campus in Espanola, New Mexico  
   10 points

5. Cost of Services including cost saving Proposals such as staff training at no charge and reduced charges for board meetings, etc.  
   10 points

   TOTAL   100 points
SECTION V. NEW MEXICO BUSINESS PREFERENCE FORM: (if applicable)

Points will be awarded based on Proposers/Proposers ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran’s preference must complete and sign the form.

RFP’s are to be evaluated on preference as follows:

In addition, to the total points on an RFP, a percentage of additional points must be added for preference award. For example; an RFP has a total value of 100 points. Five proposals are received; one from a resident business (five percent [5%] preference), one from a resident veteran’s business with an eight percent (8%) preference and three non-resident (no preference) businesses.

The two resident business preference businesses would receive five (5) points for a maximum of one-hundred and five (105) points and the resident veterans business preference would receive eight (8) points to their already evaluated score, making it possible for the highest score total of one-hundred and eight (108).

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty or perjury that during the last calendar year starting January 1, and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veterans’ preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER:

Provide a copy of the Certificate with your Proposal
SECTION VI SUBMITTAL PROCEDURES

1. NUMBER OF PROPOSALS
Proposer is to submit one (1) original and five (5) complete copies of their Proposal, as well as a digital file of proposal in the form of a USB flash drive.

2. COSTS INCURRED
Any cost incurred by the Proposer in preparation, delivery and presentation of any Proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

3. INSTRUCTIONS

A.) INSTRUCTIONS
1.) Proposals must be received in the NNMC Administration Building (Attention: Ricky A. Bejarano) at 921 Paseo de Onate, Espanola, NM 87532 by the due date and time as listed on page one (1) of this RFP. If a Proposal is late NNMC will not accept it. Postmarked or estimated delivery dates issued by carriers will not be accepted as received by NNMC;

2.) All Proposals must be submitted in a SEALED envelope or package. Please write on the outer sealed envelope the following:

"SEALED PROPOSAL for LEGAL SERVICES #2018-002"

Failure to mark the sealed envelope may result in the Proposal being opened early or later and/or the Proposal may be declared non-responsive;

3.) NNMC is not responsible for Proposals lost during delivery regardless of means of delivery.

4.) Faxed and emailed Proposals will not be accepted.

B.) DELIVERY CAN BE MADE AS FOLLOWS
1.) Delivery in Person:
Northern New Mexico College
Administration Building
Attention: Ricky A. Bejarano
921 Paseo de Onate
Espanola, NM 87532

2.) If via United States Postal Service:
Northern New Mexico College
Administration Building
Attention: Ricky A. Bejarano
921 Paseo de Onate
Espanola, NM 87532
3.) If via FedEx, United Parcel Service, or other carrier:

Northern New Mexico College
Administration Building
Attention: Ricky A. Bejarano
921 Paseo de Onate
Espanola, NM 87532
SECTION VII  INSTRUCTIONS TO PROPOSERS

1. DEFINITIONS AND TERMS
   A.) Addendum: a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
   B.) Determination: means the written documentation of a decision of the Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
   C.) Proposer: any person, corporation, or partnership legally licensed to provide professional services in this state who chooses to submit a Proposal in response to this RFP.
   D.) Purchasing Agent: means the person or designee authorized by NNMC to manage or administer a procurement requiring the evaluation of proposals.
   E.) RFP: means all documents, including attachments, addendums or other documents incorporated by reference which are used for soliciting Proposals.
   F.) Responsible Proposer: means a Proposer who submits a responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the Services described in the RFP.
   G.) Responsive Proposal: means a Proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to; price, quality, quantity or delivery requirements.
   H.) The terms must, shall, will, is required, or are required, identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the rejection of the Proposer's Proposal.
   I.) The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

2. RFP DOCUMENTS
   A.) COPIES OF RFPS
      1.) A complete set of the RFP shall be used in preparing Proposals; NNMC assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
      2.) A copy of the RFP shall be made available for public inspection at the Office of the VP for Finance & Administration (Interim) NNMC.
B.) **INTERPRETATIONS**

1.) All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and emailed to the POC at ricky.bejarano@nnmc.edu. The date listed as the deadline for submitting questions is the date of receipt. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.) Proposers should promptly notify NNMC of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

C.) **ADDENDA**

1.) Addenda will be mailed or emailed to all whom are known by NNMC to have received a complete set of RFPs.

2.) Each Proposer shall ascertain, prior to submitting the Proposal, that the Proposer has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1)

3. **PROPOSAL SUBMITTAL PROCEDURES**

4. A.) **CORRECTION OR WITHDRAWAL OF PROPOSALS**

1.) A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by a Proposer prior to the time set for Proposal opening by delivering written, telegraphic, or electronic notice to the location designated in the RFP as the place where Proposals are to be received.

2.) Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.

B.) **REJECTION OR CANCELLATION OF PROPOSALS**

A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978. NNMC reserves the right to waive irregularities, reject any or all Proposals, cancel this RFP for any reason and at any time, and/or award a Contract that is in its best interests.

5. **CONSIDERATION OF PROPOSALS**

A.) **RECEIPT, OPENING AND RECORDING**

1.) Proposals received on time will be opened in the presence of two (2) or more witnesses (NNMC employees), but will not be opened publicly.

2.) The contents of all Proposals shall not be disclosed so as to be available to competing Proposers during the negotiation process.

B.) **PROPOSAL EVALUATION**

1.) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based
on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

a.) acceptable, or
b.) potentially acceptable, that is, reasonably assured of being made acceptable, or
c.) unacceptable (Proposer whose Proposal is unacceptable shall be notified promptly).

2.) NNMC shall have the right to waive technical irregularities in the form of the Proposal of the Proposer, which do not alter the price, quality or quantity of the Services.

3.) If a Proposer who otherwise would have been issued an Award and Contract, is found not to be a responsible Proposer, a determination that the Proposer is not a responsible Proposer, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Proposer to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Proposer is not a responsible Proposer.

4.) Selection Process

a.) The evaluation of Proposals will be performed by an evaluation committee composed of representatives selected by the NNMC. The committee shall evaluate statements of qualifications and performance data submitted by Proposers in regard to the particular request.

b.) The committee will select, rank in order of their qualifications which are most qualified to perform the required services: and may choose to have the finalist(s) make an oral presentation to the committee and/or Board of Regents. The committee will determine the schedule for the oral presentations. All costs incurred by Proposer for the oral presentations will be borne on Proposer.

C.) NEGOTIATIONS

Proposers submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Proposers who submit Proposals found to be reasonably likely to be selected for Award.

D.) NOTICE OF AWARD

After Award by NNMC, with reasonable promptness, a written Notice of Award shall be issued by NNMC to the awarded Contractor(s) and a letter of non-Award to the unsuccessful Proposers.

E.) USE OF CONTRACT

All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law will be authorized to purchase from this agreement, pursuant to section §13-1-129 N.M.S.A. 1978. Use will be subject to approval by the successful Contractor. Any such
contracts will be solely between those two entities. NNMC will have no interest or involvement with such contract.
## ATTACHMENT 1

### ADDENDUM ACKNOWLEDGEMENT FORM

**ADDENDUM ACKNOWLEDGEMENT**

In submitting this Proposal, Proposer represents that he has examined copies of all addenda listed below and has incorporated them into his Proposal:

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ATTACHMENT 2

SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

Conflict of Interest
1.) No employee or Regent of Northern New Mexico College has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent's interest is less than one percent (1%) of the Contractor);
2.) Contractor neither employs nor is negotiating to employ any NNMC employee or member of the NNMC Board of Regents;
3.) Contractor did not participate directly or indirectly in the preparation of specifications upon which the Proposal is made;
4.) If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):
5.) List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NNMC employee within the preceding twelve (12) month period; and
6.) In accordance with NNMC policy, an award cannot be made to a firm in which current or recent (last twelve [12]) NNMC employees have a controlling interest.

Debarment/Suspension Status
1.) The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency; and
2.) The Contractor agrees to provide immediate notice to Northern New Mexico College Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal but prior to the award of the purchase order or contract.

Certification
The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: ____________________________ Title: ____________________________

Name Typed: ____________________________ Date: ____________________________

Company: ____________________________ City ____________________________

Address: ____________________________ State: ____________________________ Zip: ____________________________
ATTACHMENT 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections §13-1-28, et. seq., N.M.S.A. 1978 and N.M.S.A. 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 (2) 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 (2) 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 and fifty dollars ($250) over the two (2) 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 N.M.S.A. 1978 or a Contract that is executed may be ratified or terminated pursuant to Section §13-1-182 N.M.S.A. 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective Contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS 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.

Name(s) of Applicable Public Official(s) if any:

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>of</th>
<th>Applicable Public Official(s) if any:</th>
</tr>
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</table>

(Completed by State Agency or Local Public Body)

**DISCWSURE 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) WERE MADE to an applicable public official by me, a family member or representative.

____________________________________________________________  ______________________

Signature  Date

____________________________________________________________

Title (Position)
ATTACHMENT 4

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

(NAME OF CONTRACTOR/PROPOSER)

hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one only

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1, and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veteran’s preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.
(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award of the procurement involved if the statements are proven to be incorrect.
Northern New Mexico College (NNMC) will accept proposals for its ON CALL LEGAL SERVICES Request for Proposal Number 2018-002 (RFP). This RFP is intended to enter into contract for legal services on an on-call basis as required by NNMC. The contract is for a one-year period and contains options for renewal. NNMC reserves the right to award to multiple firms.

All proposals must be in NNMC's Administration Building, Attention: Ricky A. Bejarano, 921 Paseo de Onate, Espanola, NM 87532 prior to 4:00 p.m. MDT on Friday, October 6, 2017. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

All proposals shall comply with the New Mexico Procurement Code, and applicable federal, State and local laws.

NNMC reserves the right to waive irregularities, reject any or all proposals, cancel this RFP for any reason and at any time, and/or award a contract or contracts that are in its best interest. No proposer may withdraw his proposal for ninety (90) calendar days after the actual date of the opening.

RFP documents can be obtained at http://nnmc.edu/ or by emailing ricky.bejarano@nnmc.edu
ARTICLE 1 INTRODUCTION

THIS AGREEMENT (hereinafter called "Contract") is effective as of the day of , 2017 hereinafter called "Effective Date"), hereto by and between:

Federal Identification Number (FIN): ______________________

hereinafter called "Contractor";

and

a State educational institution created in accordance with Article XII, Section 11 of the Constitution of the State of New Mexico:

Northern New Mexico College
921 Paseo de Onate
Espanola, NM 87532
Federal Identification Number:

hereinafter called "NNMC".

NNMC and Contractor hereinafter agree:

**RECIDALS:** Pursuant to NNMC Request for Proposals 2018-002, its attachments and addenda (hereinafter called "RFP") for On Call Legal Services (hereinafter called "Services" or "Work"), NNMC has determined that Contractor's proposal is in the best interest of NNMC and Contractor is willing to accept assignment under the terms of this Contract.

1.1 PREVAILING DOCUMENTS
   A. To the extent that any provisions of Contractor's proposal are inconsistent with this Contract and/or the RFP prepared by NNMC, the following order of precedence shall prevail:
      1. This Contract;
      2. The RFP number 2018-002 its attachments, and Addendum Number
      3. Contractor's Proposal dated_____

1.2 SCOPE OF SERVICES
   Legal Services in Accordance with RFP 2018-002.

1.3 PERFORMANCE OF SERVICES
   This RFP is not an award to perform all of the Services within the first year of award. This Contract establishes an Agreement for the term of this Contract (refer to Section 1.5 for the term of this Contract). NNMC will request from Contractor to perform Services as funds become available, whether during the first or subsequent years of this Contract.

1.4 PERIOD OF PERFORMANCE
   The initial term for this Contract will be __________. This Contract may be extended if such renewal is mutually agreed to and found to be in the best interest of NNMC. These renewals would be in one (1) year increments and are not to exceed two (2) renewal years. This Contract shall not exceed four (3) years including all renewals. Renewals must be mutually agreed upon and made in writing.
ARTICLE 2
FINANCIAL AGREEMENTS

2.1 FINANCIAL ARRANGEMENTS
Fees for Services to be performed in accordance with this Contract will be in accordance with the attached

2.2 TAXES
A. Gross Receipts Taxes
   NNMC is required to pay gross receipts taxes for Services received. Gross receipts taxes are to be billed to NNMC on invoices and are to be listed as a separate line-item from the Services rendered; and
B. Other taxes
   Contractor shall be solely responsible to pay any and all Federal, State and local taxes which may be assessed against Contractor in its operation.

2.3. INVOICING AND PAYMENTS
A. Invoices may be presented following the completion of the Services. NNMC personnel will inspect the locations Serviced by Contractor to ensure compliance with the terms and conditions of this Contract;
B. On all invoices, Contractor shall certify in writing to NNMC under penalty of perjury that all subcontractors working for Contractor and who comprise a portion of the prior application were paid in full within ten (10) days after Contractor received payment from NNMC for such prior Work;
C. Should the Services be abandoned, postponed, or canceled, Contractor shall be paid for the amount of Work performed through the last day of termination, less any costs incurred by NNMC to correct any deficiencies and any other costs associated with the non-performance. Notice of abandonment, postponement, or cancellation shall be made orally, but shall be confirmed in writing within five (5) days by NNMC; at which time, Contractor shall immediately file with NNMC the final date of Services performed, and issue a final progress report. All payments made in excess of the proportion of Work completed, shall be refunded to NNMC. Costs for additional Work performed by Contractor following the date of the termination will be the sole responsibility of the Contractor;
D. Upon certification and acceptance of Services NNMC will issue payment no later than thirty (30) days following the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges may be paid to Contractor on the unpaid balance due at the rate of one and one-
half (1 %) per month;

E. If NNMC finds that any of the Services performed are not acceptable payment will be held on the portion of Work that is unacceptable. If NNMC determines that any portion of the Services are not acceptable it is to submit to Contractor, within thirty (30) days of receipt of written notice from Contractor that payment is requested for Services, provide Contractor a letter of exception explaining the objection to the Services along with details of how Contractor may proceed to provide remedial action; and

F. Invoices are to include the purchase order number on it and are to be sent to: Northern New Mexico College Administration Building Attention: Ricky A. Bejarano 921 Paseo de Onate Espanola, NM 87532
ARTICLE 3
GENERAL TERMS AND CONDITIONS

3.1 AMENDMENT TO CONTRACT
This Contract shall not be altered, changed, or amended except by an instrument in writing executed by both parties.

3.2 AUTHORIZED AGENT
A. Contractor agrees that the performance of all Services required under the terms and conditions of the RFP, addendums, Proposal, and subsequent changes to the Contract are to be subject to the direction of NNMC or the person designated by NNMC. Such person designated by NNMC shall be the Authorized Agent representative of NNMC;
B. The Authorized Agent may temporarily or permanently delegate his authority if it is in the best interest of NNMC. The Authorized Agent will inform Contractor of any delegation of authority;
C. As of the date this Contract has been signed by both parties, the Authorized Agent is ____________________; and
D. All Services are to be performed only after the Authorized Agent has given approval to perform the Services. All information or direction desired or required by Contractor for the performance of his Services hereunder shall be obtained from said Authorized Agent.

3.3 ASSIGNMENT AND SUBCONTRACTING
A. Contractor shall not assign or transfer any interest in this Contract to subcontractors, other firms or other service providers in order to fulfill its responsibilities to NNMC, unless it is preapproved by NNMC and in writing;
B. Any such agreement or contract will be between Contractor and his subcontractors. NNMC will have no contractual obligations with any of Contractor's subcontractors;
C. Contractor will be responsible for directing and overseeing all Work performed by its Subcontractors; and
D. All Subcontractors of Contractor will be held to the same terms, conditions, and standards as Contractor. If Contractor's subcontractors do not perform as required, Contractor will be responsible for successful completion of the Work and will be held liable for any of subcontractor's actions.

3.4 HOURS OF OPERATION
A. NNMC's standard operating hours are 8 am to 5 pm local time Monday through Friday.
3.8 CORRECTION OF ERRORS, DEFICIENCIES AND DEFECTS
A. Contractor agrees to perform its Services in accordance with best practices of its industry;
B. Performance by Contractor, not meeting NNMC’s standards and/or the industry best practices, are to be completed in an acceptable manner and are to be performed without undue delays and without cost to NNMC;
C. The acceptance of the Services set forth herein by NNMC shall not relieve Contractor of the responsibility of subsequent correction of such errors, deficiencies or defects;
D. All corrections shall be made at or by a date and time agreed upon by the NNMC Authorized Agent;
E. Contractor shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of project completion status;
F. The Contractor shall bear all costs of correcting such rejected Work; and
G. If Contractor is unable or unwilling to correct the deficiencies, NNMC may
contract the Work out to another vendor or perform the Work with its own staff. In such a case, if NNMC has paid to Contractor for Services it has not rendered, the Contractor will be responsible for reimbursing NNMC for the entire amount required to correct the deficiencies.

3.9 INDEPENDENT CONTRACTOR
A. It is expressly understood that Contractor is an independent contractor and not the agent, partner or employee of NNMC. Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified Work. Neither Contractor nor any of its agents shall be treated as an employee of NNMC for any purpose whatsoever. Contractor declares that Contractor has complied with all Federal, State and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and Services to be performed under this Contract;
B. Contractor further declares that it is engaged in the same or similar activities for other clients and that NNMC is not Contractor's sole or only client or customer; and
C. No Federal, State, or local income, payroll or employment taxes of any kind shall be withheld or paid by NNMC with respect to payments to or on behalf of Contractor, its agents, its employees or its subcontractors. Contractor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, Federal personal income tax, State personal income tax, State disability insurance tax, and State unemployment insurance tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

3.15 NON-DISCRIMINATION
Contractor, its employees, and any subcontractors engaged to provide Services shall not discriminate on the basis of race, color, religion, gender, age, national origin, disability, sexual preference, veteran's status, or any other basis prohibited by law in the performance of Services, including, but not limited to service, communication, or conduct, toward NNMC students, staff, visitors, invitees, or guests.

3.16 INSURANCE REQUIREMENTS
A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of New Mexico, and rated
at least A-VII in the current A.M. Best's, the minimum Wil insurance coverage as follows:

1. Commercial General Liability Insurance with not less than $1,000,000 combined single limit of liability for bodily injury and property damage for each occurrence. The policy shall include coverage for:
   a. Bodily Injury;
   b. Broad Form Property Damage;
   c. Independent Contractors Coverage;
   d. Personal Injury;
   e. Blanket Contractual Liability;

2. Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the Work under this Contract, with a limit of liability in accordance with applicable law in the case of Workers' Compensation Insurance, and with the following limits of liability in the case of Employer's Liability Insurance:
   - Bodily injury by accident: $500,000 each accident
   - Bodily injury by disease: $1,000,000 policy limit
   - Bodily injury by disease: $500,000 each employee

3. Comprehensive Motor Vehicle Liability Insurance (if Contractor plans to utilize motorized automobiles for providing its food services) covering all owned, non-owned, and hired vehicles used in connection with the activities undertaken under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than $500,000 per occurrence.

4. Umbrella liability coverage of $2,000,000 per occurrence.

5. Any other insurance normally covered by Proposer in course of profession.

B. The Contractor shall furnish the NNMC one (1) copy each of Certificates of Insurance herein required for each copy of the Contract, showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the NNMC copies of limits. The Certificate of Insurance shall be in a format acceptable to the NNMC. Such certificates shall be filed with NNMC and shall also contain the following statements in the description section of the Certificate of Insurance:

"The Regents of Northern New Mexico College, Northern New Mexico College, its agents, servants and employees are held as additional named insured."

and

"The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty-five (45) days written notice to the Owner."
C. The Certificate of Insurance shall be forwarded to:
   Northern New Mexico College
   Administration Building
   Attention: Ricky A. Bejarano
   921 Paseo de Onate
   Espanola, NM 87532

D. NNMC reserves the right to request and receive certificates of insurance
evidencing the required policies and endorsements within ten (10) calendar
days of Contract signature.

E. Failure on the part of the Contractor to meet these requirements shall constitute
a material breach of contract, upon which the NNMC may terminate this
Contract in accordance with the provisions of this RFP and the resultant
Contract, at its discretion, procure or renew such insurance and pay any and all
premiums in connection therewith, and all monies so paid by the NNMC shall
be repaid by the Contractor upon demand, or the NNMC may offset the cost of
the premiums against any monies due to the Contractor. Costs for coverage
broader than those required or for limits in excess of those required shall not be
charged to the State of New Mexico, its departments, agencies, boards and
commissions. Contractor, NNMC, and their insurer(s) shall waive their rights of
recovery against the one another and their employees and officers and, with
respect to the Contractor, and NNMC.

3.17 AUDITING, ACCOUNTING AND REPORTING

A. All records must be retained by Contractor, and accessible to NNMC for a
minimum of three (3) years from the date of final payment of the Contract.
NNMC reserves the right to audit at any time any aspect of the Services
performed by Contractor. Contractor shall keep full, timely and accurate
records in accordance with generally accepted accounting practices for all
necessary Federal, State, County, and local forms and claims regarding the
auditing services, including any of Contractor's Services that NNMC may
choose to utilize in the future.

B. The books, records, documents, and accounting procedures and practices of
Contractor relevant to this Contract shall be subject to examination by
NNMC. Contractor will:
   1. Provide NNMC and/or its auditors reasonable facilities for
      the examination, copying and audit of the books and records;
   2. Make such returns and reports available as required;
   3. Attend and answer under oath all lawful inquiries as required by a court
      of competent jurisdiction;
   4. Produce and exhibit such books and records as may be desired to
      be inspected; and
   5. In all things cooperate with NNMC and/or its auditors in the
      performance of its duties.

C. NNMC will be informed by Contractor of any schedule of independent audits
of Contractor's records and operations. NNMC shall receive a copy of the
3.18 COMPLIANCE WITH LAWS
Contractor shall be familiar with, have a working knowledge of, and comply with all Federal, State, and local regulations, ordinances, codes and laws having jurisdiction over all Services it provides to NNMC. In addition, Contractor must be familiar with and have experience preparing and filing all required forms, reports, and submittals. The Contractor hereby represents and warrants that:

A. It is not in arrears with respect to the payment of any monies due and owing the State of New Mexico or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

B. It shall comply with all Federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract;

C. It shall procure, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and

D. Agrees to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246.

3.19 DAMAGED OR DESTROYED MATERIALS

A. Replacement due to damage or loss
If the Contractor loses or destroys any equipment, components, or NNMC property they will be responsible for the full replacement cost. Replacement by NNMC will include any and all service charges from vendors, staff time, and processing costs. If the Contractor does not make timely payment, or pays less than full replacement cost of the lost or destroyed item, then NNMC reserves the right to set off the full or remaining amount against any amount owed to the Contractor. If the amount owed to NNMC exceeds the amount owed to the Contractor, then the Contractor shall remain liable for the additional amount; and

B. Irreplaceable materials
When NNMC determines that an item that has been damaged or destroyed due to the Contractor's negligence is irreplaceable, it reserves the right to secure, at the Contractor's expense, a quote of the damage or loss sustained. The choice of vendor shall be made by NNMC. The Contractor shall reimburse NNMC in full for damage to, or fair market value of, the item, plus the cost of appraising/quoting, searching, order, and processing as determined by NNMC. If the Contractor does not make timely payment, or pays less than the full amount, then NNMC reserves the right to set off the full or remaining amount against any amount owed to the Contractor. If the amount owed to NNMC exceeds the amount owed to the Contractor, then the Contractor shall remain liable for the additional amount.
3.20 DISPUTES
With respect to duties, terms, and conditions over which the parties are in dispute, except as otherwise provided herein, NNMC may elect to attempt to resolve the matter by mediation or arbitration. Resolution in this matter does not preclude NNMC from seeking any possible legal remedy.

3.21 TERMINATION OF CONTRACT
A. Cancellation Without Cause for Convenience
1. Either party may cancel this Contract and/or the rendering of Services without cause by providing the other party written notice at least ninety (90) days prior to the non-renewal or expiration of the initial one (1) year term or during any subsequent one (1) year term. If cancellation is made by NNMC, it will be considered a cancellation for convenience;
2. Cancellation will be considered on the day the party mails or emails the cancellation notice. If emailed, an original must be mailed to the other party within two (2) business days;
3. Cancellation without cause does not grant the Contractor any financial compensation for future, anticipated or unearned profits;
4. The Contractor will be paid for Services rendered and accepted up to the last day of the cancellation. The Contractor is to continue to provide its Services until the last day of the cancellation and will be required to complete any and all remaining obligations; and
5. In the event of termination and/or expiration of this Contract, Contractor agrees to provide reasonable cooperation in ensuring a smooth transition to another provider of Services.

B. Cancellation for Default
1. Should the Contractor at any time violate any material conditions of the Contract or fail to comply with any of his contractual obligations, NNMC may, by written notice to the Contractor, demand that the Contractor remedy such violation or failure. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of this Contract. NNMC will then no longer be bound to the Contract or further obligations;
2. If, after receipt of the notice from NNMC specifying each failure, the Contractor does not cure such failure within a period of twenty (20) business days, or by a different deadline specified by NNMC if, in its sole discretion, it feels a different period is acceptable, NNMC may terminate the whole or part of the Contract in question. An exception to this policy will occur in cases where the deficiency is deemed by NNMC to have the potential to result in direct endangerment to the health of any individual or individuals associated
3. with Contractor or NNMC. In this case, NNMC may choose to intercede and take immediate corrective action, charging all costs of doing so to the Contractor;

4. If the Contractor does not correct a deficiency upon written notice by NNMC and within the time frame specified, NNMC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. NNMC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and NNMC can affirmatively collect damages;

5. In the event that NNMC terminates the Contract in whole or in part as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such Services as required by the Contract and the Contractor shall be liable for any cost for such Services. However, if the Contract is terminated in part, the Contractor shall be required to continue the performance of the Contract to the extent not terminated under the provisions of this clause, while remaining liable for any cost of Services obtained by NNMC to cover Services canceled due to the Contractor's inability or unwillingness to cure such failure;

6. Upon entry of a judgment of bankruptcy or insolvency by or against the Contractor, NNMC may terminate this Contract; and

7. In the event of termination and/or expiration of this Contract, Contractor agrees to provide reasonable cooperation in ensuring a smooth transition to another provider of Services.

C. Cancellation for Non-Appropriation of Funds

1. If NNMC funds are not appropriated or otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the new fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either NNMC’s rights or Contractor’s rights under any termination clause in this Contract. NNMC’s fiscal year begins on July 1st of each year and concludes on June 30th of the following year;

2. The effect of termination of the Contract hereunder will be to discharge both Contractor and NNMC from future performance of the Contract, but not from their rights and obligations existing at the time of termination;

3. NNMC shall notify Contractor as soon as it has knowledge that
4. funds may not be available for the continuation of this Contract or any portion thereof for each succeeding fiscal period beyond the first;
5. NNMC’s determination of funding under this section shall be final and accepted by Contractor; and
6. In the event of termination and/or expiration of this Contract, Contractor agrees to provide reasonable cooperation in ensuring a smooth transition to another provider of Services.

D. Termination for Nonpayment
Contractor may terminate this Contract or suspend services for nonpayment of properly submitted and accepted invoices within forty-five (45) days of receipt of the invoice by NNMC. If NNMC disputes an invoice or portions of it, Contractor cannot terminate this Contract for nonpayment of the disputed portions.

3.22 NON-EXCLUSIVE WORK
Contractor agrees that NNMC may employ other companies or individuals to perform similar Services or other services during the term of this Contract at the sole option of NNMC. Contractor may be directed by NNMC to work with these other companies or individuals to complete his and their Work.

3.23 EQUIPMENT AND MATERIALS
Contractor shall be responsible for supplying, maintaining, repairing, replacing, paying for, securing, and renting all equipment and materials necessary to complete the Services required by this Contract.

3.24 SURVIVAL
NNMC and the Contractor agree that those obligations of the parties which by their terms require performance after termination or expiration of the Contract, shall survive the termination or expiration of this Contract.

3.25 CONFIDENTIALITY
Any information and other data developed or acquired by or furnished to Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of NNMC. NNMC will comply with statute §14-2-1 et seq. N.M.S.A. 1978, also known as the "Inspection of Public Records Act", for requests of any records by the public.

3.26 CONFLICT OF INTEREST
Contractor warrants that he 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 Contract. Contractor shall comply with the provisions of Section §10- 16-12 et seq. N.M.S.A. 1978, which requires
disclosure to the Office of Secretary of State of amounts received under State contracts when and if such provisions become applicable.

3.27 STATE PROCUREMENT CODES AND STATUTES
Contractor is hereby put on notice that the State of New Mexico Procurement Code, §13-1-28 et seq. N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the State of New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

3.28 NEW MEXICO LAW PREVAILS
The place of performance of this Contract shall be the State of New Mexico. This Contract shall be construed, interpreted and enforced according to the laws of the State of New Mexico, and all claims and disputes shall be brought in the State courts of the State of New Mexico.

3.29 INDEMNIFICATION AND INSURANCE
A. The Contractor shall indemnify, and hold harmless NNMC, their respective employees, officers and agents from and against all liability, claims, suits or causes of action, losses, damages penalties, fines, fees, costs and demands, including reasonable legal expenses and reasonable attorneys’ fees connected therewith, but only to the extent arising out of or resulting from negligent acts of Contractor, its agents, employees, subcontractors in the performance of the Services under this Contract;
B. Contractor agrees not to purport to bind NNMC or the State of New Mexico to any obligation not assumed in this Contract by NNMC or the State of New Mexico, unless Contractor has express written authority to do so, and then only within the strict limits of that authority; and
C. Contractor agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers’ compensation coverage covering all employees performing under this Contract on premises occupied by or under the control of NNMC. The liability of NNMC will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections §41-4-1 et seq. NMSA. 1978, as amended.

3.30 OTHER APPLICABLE LAWS
Any provision required to be included in a purchase order or contract of this type by any applicable and valid executive order, Federal, State or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

3.31 SEVERABILITY
In the event any term or provision of this Contract or any application to any person or circumstance shall be declared prohibited, invalid, or unenforceable to any extent in any jurisdiction, as determined by a court of competent jurisdiction, such term or provision shall, in that jurisdiction, be ineffective only to the extent of such prohibition, invalidity, or unenforceability, or as applied to such persons or circumstances, without invalidating or rendering unenforceable the remaining term or provision hereof or affecting the validity or enforceability of such term or provision in any other jurisdiction or as to other persons or circumstances in such jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of the Contract on the party benefited by such term or provision.

3.32 ASSIGNMENT
Contractor shall have no right to assign or transfer any of its rights, duties or responsibilities contained in this RFP or subsequent amendments without the prior written approval of NNMC.

3.33 ADDRESS FOR NOTICES
All legal notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to NNMC:
Northern New Mexico College  
Attention: Richard J. Bailey, President  
921 Paseo de Onate  
Espanola, NM 87532

and

Northern New Mexico College  
Attention: Ricky A. Bejarano, VP  
921 Paseo de Onate  
Espanola, NM 87532

If to Contractor:

Attn: ____________________________  
______________  
______________

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[SIGNATURE PAGE FOLLOWS]
ARTICLE 4

IN WITNESS THEREOF the parties signify that they understand and agree to all of the terms and conditions of this Contract and are duly authorized agents of their entity/company with the authority to bind their entity/company to this Contract. This Contract will be considered executed after both parties have completed and signed this page.

NORTHERN NEW MEXICO COLLEGE

(CONTRACTOR NAME)

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date