

SERVICE CONTRACT

NORTHERN NEW MEXICO COLLEGE



Instructions for completing a Service Contract:

- **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 to be performed.
- **Items 4 through 8** contain standard contract language, which cannot not be changed.
- **For 9. Other Provisions**, enter additional provisions, if applicable.
- **For 10**, complete contractor information and obtain contractor signature. If first time vendor, a completed W-9 must accompany this Service Contract. Complete Northern New Mexico College section and obtain all required approvals.

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

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

1. **Scope/Description 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. **Budget Appropriation:**
The terms of this Agreement are contingent upon sufficient budget being available and authorization being made by the VP for Finance for the performance of the Agreement.
6. **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.
7. **Notice:**
The Procurement Code, Sections 13-1-190 through 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.
8. **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 within, 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.
9. **Other Provisions:** (If your description is longer than the space provided, please attach another page.)

(Continued on next page)

10. **IN WITNESS WHEREOF**, the parties have executed this Contract as of the date below.

CONTRACTOR

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

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