

San Juan College

REQUEST FOR STATEMENT OF QUALIFICATIONS

Grant Writer / Evaluator

Document Number: RFSQ 18-41000

This Project will be listed for an extended period.

4601 College Blvd., Room 1100

Farmington, New Mexico, 87402

Telephone: (505) 566-3511

Fax: (505) 566-3075

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I. Introduction

A. Contact Information

College Contact	Frank Cole, CPO
Phone	(505)566-3511
RFSQ Number	RFSQ 18-41000
Legal Advertisement Date	March 18, 2018
Payment Terms	Net 30 Days
Number of Responses Required	One (1)

B. Purpose of this Request for Statement of Qualifications

San Juan College (the College) invites interested parties to submit a Statement of Qualifications, i.e. resume, for the Services specified in this Request for Statement of Qualifications (RFSQ). Please carefully read all instructions, specifications, terms and conditions. This is step one, of a two-step process. San Juan College is compiling a list of vendors to invite to participate in our procurement process once a need arises. The purchase of Materials and/or Services awarded under this procurement process are subject to the College's Purchase Order Terms and Conditions as well as all statements contained within this RFSQ. All terms and conditions of the Request for Statements of Qualifications shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any agreement forms. Additional or different terms proposed by the Consultant are hereby rejected unless agreed to in writing by the College.

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and/or kickbacks.

Any and all clarifications of instructions, specifications, scopes, requirements, terms and conditions, insurances, bonds, proposal preparation, etc. shall be made only by the College Contact listed above. All requests for clarification or exceptions to instructions, terms and conditions, specifications, requirements, scopes, insurances, bonds, proposal preparation, etc. must be made in writing, addressed to the College Contact listed above. Please send via Email to Purchasing@sanjuancollege.edu.

Each Consultant, by submitting a response, represents that he/she has read and completely understands the RFSQ documents and agrees to abide by the terms of this Request for Statement of Qualifications and any resulting agreement. Failure of the selected Contractor to fulfill the provisions of this RFSQ shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

The Purchase Order terms and conditions on the reverse side of the College's purchase order document are an equal and integral part of this RFSQ and are listed in Section II.C.1. Including any addenda, the terms, conditions and specifications contained in this RFSQ (Section II.C) along with any attachments and the Consultant's response(s) are hereby incorporated into all Purchase Orders issued as a result of this RFSQ. The College reserves the right to negotiate with a Contractor provisions in addition to those stipulated in this RFSQ. The contents of this RFSQ, as revised and/or supplemented, and the successful Consultant's proposal will be incorporated into the resulting contract. Should a Consultant object to any of the College's terms and conditions (Section II.C), the Consultant shall propose specific alternative language, in writing, that would be acceptable to the College by

stating the requested changes in Exhibit B. General references to the Consultant's terms and conditions or attempts at complete substitutions are not acceptable to the College and will result in disqualification of the Consultant's proposal. Consultants must provide a brief written statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

The College is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement(s) unless such understanding or representation is included in the RFSQ or in subsequent written addenda or responses provided to all proposers by the College's Purchasing Department. The College is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. Any and all costs incurred by the Consultant in preparation, transmittal or presentation of any proposal or material submitted in response to the RFSQ shall be borne solely by the Consultant.

Consultant shall not be deemed to be an employee of the College and is responsible for federal and state payroll and service taxes including, but not limited to, social security, unemployment and gross receipts taxes. Costs incurred to, but not identified, by the Consultant in the performance of services required by this RFSQ shall be borne at the Consultant's expense and shall not be charged to the College.

C. Background Information

San Juan College (the College) is a two-year public institution. Per the Academic Quality Improvement Program (AQIP) accreditation process through the Higher Learning Commission (HLC), the College is committed to Continuous Quality Improvement (CQI). The College has a fall enrollment of approximately 9,025 students and a staff of more than 500 full time and 300 part-time employees. The College's last review in April of 2014 by the HLC showed no negative findings. Nonetheless, the College remains committed to continuous quality improvement.

D. Project Scope

Responses shall include, but are not limited to, the requirements set forth in the "Scope of Services".

The opening of all submissions shall be conducted in private in order to maintain the confidentiality of the contents of all responses.

Any award of a contract will be done through a Quote or Request for Proposals presented to the pre-approved "Short List". Those instructions will be provided at that time.

E. Definition of Terminology

This section contains definitions of terms used throughout this document, including appropriate abbreviations:

"Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property, services to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.

"Award" means the final execution of the contract document.

"Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"College Contact" means the individual appointed by the College CPO to oversee this procurement. OR any person or designee authorized by San Juan College to enter into or administer contracts and make written determinations with respect thereto.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"College" or "the College" means San Juan College.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

"Contractor" means any business having a contract with a state agency or local public body.

"CPO" means Chief Procurement Officer of San Juan College

"Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"Evaluation Committee" means a body appointed to perform the evaluation of Consultants' responses.

"Evaluation Committee Report" means a report prepared by the College Contact and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

"Finalist" means an Consultant who meets all the mandatory specifications of this Request for Statement of Qualifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"HR" means Human Resources

"IT" means Information Technology.

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Consultant's proposal.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Mountain Time (MT)" means Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Consultant.

"Consultant" means any person, corporation, or partnership who chooses to submit a proposal.

"Online Procurement Tool" means Biddingo, the cloud based software utilized by San Juan College for posting and evaluating procurement documents as well as contract Award Notification.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Request for Statement of Qualifications (RFSQ)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror or Consultant 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, or items of tangible personal property described in the proposal.

"Responsive Offer" means an offer which conforms in all material aspects to the requirements set forth in the request for proposals. Material aspects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

"SJC" means San Juan College.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Consultant's company.

"State Purchasing Agent" means the Director of the Purchasing Department of San Juan College.

II. Conditions Governing The Project Scope

This section of the RFSQ contains the description and the terms and conditions governing this project scope and is for information purposes only.

A. Sequence of Events

The College Contact will make every effort to adhere to the following schedule, however the timeline is subject to change.

Event	Due & Time
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1. Issue RFSQ	March 18, 2018
2. Deadline to submit Questions	Questions can be submitted at any time as long as this document is posted on our website.
3. Response to Written Questions	Responses will be provided in a timely manner on an individualized basis.
4. Submission of Qualifications	Please submit your Statement of Qualifications / Resume at your earliest convenience.
5. Selection of Qualified submissions	Upon successful review

B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

- 1. Issuance of RFSQ** - This RFSQ is being issued on behalf of the College on March 18, 2018 .
- 2. Deadline to Submit Written Questions** – Prior to withdrawal of publication on our website. Interested parties are encouraged to email any questions or requests for clarification regarding this RFSQ or the scope of the work using the Contact as listed above in section I.A. Only questions submitted as directed above in writing will be answered.
- 3. Response to Written Questions** - Written responses will be provided for all written questions. Individual answers will be provided to individual questions.
- 4. Submission of Qualifications** - Qualifications must be submitted to the Purchasing Department via Email. Please send responses to Purchasing@sanjuancollege.edu. The submission may be provided to the College at your earliest convenience but must be before the solicitation has been removed from our website. This solicitation will be posted no less than 60 days from posting date.
- 5. Selection of Semi-Finalists (Shortlist)** - The College will review each Consultant's submission. Should the College need clarification of a response, the College Contact will retain the right to contact the Consultant for such clarification. The College will identify each response that is qualified for listing. They may also rank each submission based on the Consultant's qualifications.

C. Standard Terms and Conditions – Included as information only and will be included in any RFP or contract resulting from this RFSQ.

- 1. ACKNOWLEDGMENT OF ADDENDA.** Email notifications are sent to prospective Consultants on Addendas and are made available for inspection on the Biddingo website. If the Consultant submits an offer, and a new Addendum is issued, those consultants will be notified and then it is the Consultant's responsibility to resubmit their offer.

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2. **ADDRESSES FOR NOTICES.** Any notice required to be given or which may be given under this Procurement or any resultant contract or price agreement shall be in writing and delivered in person or via first class mail to San Juan College, Purchasing Department, 4601 College Blvd., Farmington, NM 87402.
 3. **AWARD OF PROPOSALS.** SJC reserves the right to award this proposal based on any evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to SJC, taking into consideration the evaluation factors set forth in this Procurement. Any/all award(s) made as a result of this RFSQ shall have the following precedence of documents:
 - a. If applicable, the mutually agreed to and fully executed Agreement with terms and conditions as mutually agreed between the Parties. If no Agreement is required or executed, SJC's Purchase Order shall control.
 - b. This Procurement Document, Scope of Work, Minimum Qualifications, and Terms and Conditions.
 - c. Consultant's response to this Procurement.
 4. **AWARDS.** If applicable as stated in the Scope of Work/Specifications, SJC reserves the right to make multiple awards of the items, projects and/or sections of this Procurement.
 5. **CANCELLATION.** SJC reserves the right to cancel without penalty this Procurement, any resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of SJC.
 6. **CHANGES/ALTERATIONS AFTER AWARD.** Changes or alterations after the award can only be made if agreed to in writing by SJC.
 7. **CHANGE IN CONSULTANT REPRESENTATIVES.** SJC reserves the right to request a change in Contractor representatives if the assigned representatives are not, in the opinion of SJC, meeting its needs adequately.
 8. **CONFIDENTIALITY.** Any information provided to or developed by the Contractor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of SJC.
 9. **CONTRACT.** An Agreement in the form of a mutually agreed to and fully executed Contract and associated documents between SJC and a contractor shall be considered the binding Agreement/Contract. "Contract" and "Agreement" may be used interchangeably. In the event of any inconsistent or incompatible provisions, the mutually agreed to and fully executed Contract shall take precedence. The Contract shall not be construed to create a contractual relationship of any kind between SJC and any contractor's subcontractor or any lower-tier subcontractor.
 10. **DAMAGE AND SECURITY OF SJC PROPERTY.** The contractor shall be responsible for all damage to persons or property that occurs as a result of their fault or negligence, or that of any of their employees, agents and/or subcontractors. Contractor shall save and keep harmless SJC against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant price agreement. Any equipment or facilities damaged by the Contractor's operations shall be repaired and/or restored to original condition at the Contractor's expense, including but not limited to cleaning and painting. The Contractor shall be responsible for security of all its equipment and for the protection of work done under the resultant price agreement until final acceptance of the work.
 11. **DELIVERY.** Delivery is an important consideration and may be a factor in determining the award. Delivery to be made to SJC Receiving, 4601 College Blvd., Farmington, NM 87402, unless otherwise specified.
 12. **DELIVERY DELAYS.** If after award, the Contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the College Contact or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph

shall be interpreted as relieving the Contractor of its contractual obligations. However, failure to notify SJC promptly will be a basis for determining the Contractor responsibility in an otherwise excusable delay.

13. **DIGITAL ACCEPTANCE.** The response must be digitally accepted by an authorized representative in order for bid to be considered responsive. Digital Acceptance to Exhibit 2: Consultant's Acceptance of the Procurements Amendments, Terms and Conditions must be provided.
14. **DISCREPANCIES.** If any Offeror is of the opinion that the RFSQ specifications as written preclude them from submitting a response to this Procurement, it is specifically requested that the Offeror's opinion be made known to the College Contact, in writing, at least seven (7) days prior to the established RFSQ opening date.
15. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal SJC activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by SJC's authorized representative prior to commencement of the work.
16. **EMPLOYEE CERTIFICATION.** The Contractor and all Contractor's employees utilized on the work to be performed under this Procurement must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Procurement. The Contractor shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this Procurement.
17. **EQUIPMENT REQUIRED.** The Contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Solicitation except as otherwise noted in the specifications.
18. **ERRORS.** SJC is not liable for any errors or misinterpretations made by the vendor responding to this Procurement. No advantage shall be taken by Offerors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Offeror's proposal may, at the sole discretion of SJC, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.
19. **EXCLUSIVE RIGHTS.** Under no circumstances shall this Agreement be construed or deemed to be a contract whereby SJC grants Contractor exclusive right to furnish SJC its needs or requirements for services described herein.
20. **FORCE MAJEURE.** Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.
21. **GOVERNING LAW.** This Procurement and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.
22. **INSPECTIONS.** The Contractor shall be responsible for securing at its own expense all required inspections to comply with Federal, State, and/or local regulations governing the work performed under this Procurement. SJC will inspect all work done under this Procurement to verify compliance with specifications contained herein. The Contractor shall call for all required inspections and have a representative present at all inspections.
23. **INDEMNIFICATION.** Except as otherwise provided by law, neither San Juan College nor Contractor shall be required to indemnify the other for its own negligence. Each party shall provide its own defense and be liable for its own negligence should a claim of liability based upon either negligence or intentional act be made by any third party against San Juan College or Contractor or both. San Juan College shall not be required to name Contractor as an additional named insured on any insurance policy now in place or which may be in force during the term of this agreement. San Juan College may require Contractor to name San Juan College as an additional named insured on any policy now in force or which may be in force during the term of this agreement. San Juan College will provide a Certificate of Insurance upon the written request of Contractor.

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24. **INSURANCE REQUIREMENTS.** The successful Offeror(s) may be required to carry insurance meeting the requirements in Attachment A, "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendors shall submit the Certificate of Insurance only upon request by SJC to the appropriate College Contact prior to commencing work under any resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. Note: The successful vendor shall agree to comply with state laws and rules pertaining to workers' compensation insurance for its employees. If the successful Offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, any resultant contract may be canceled effective immediately.
 25. **LATE SUBMISSIONS.** Late submissions of Proposals will not be considered. SJC's Online Procurement Tool will not accept any Proposals submitted after the Proposal closing date and time.
 26. **MODIFICATIONS.** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the College Contact following the opening.
 27. **NEW MATERIALS REQUIRED.** If this RFSQ requires the Awarded Consultant to provide tangible goods, then all materials and equipment delivered and/or installed under this Procurement shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the items shall be submitted to SJC's authorized representative.
 28. **NON-DISCLOSURE AGREEMENT.** The successful Consultant(s) may be required to sign a Non-Disclosure Agreement (NDA). If applicable to this Solicitation, see Attachment C for a Sample Non-Disclosure Agreement that would be used for this purpose. Attachment C will not be included in the Procurement document set if it is not applicable to the Solicitation.
 29. **CONSULTANT'S TERMS AND CONDITIONS.** SJC discourages exceptions from the contract terms and conditions as set forth in the RFSQ and/or Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of SJC the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct. Should an Consultant object to any of the terms and conditions as set forth in the RFSQ and/or Sample Contract (Exhibit B) strongly enough to propose alternate terms and conditions in spite of the above, must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with SJC. Examples of this may include Offeror License Agreements, Service Agreements, etc.
 30. **OFFICIAL VENDOR RESPONSE.** Consultants shall deliver their official response through email to the Purchasing@sanjuancollege.edu email address.
 31. **OPTION TO RENEW.** SJC reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of SJC. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.
 32. **OWNERSHIP OF MATERIAL.** During the term of any resultant agreement, ownership of all data, material, and documentation originated and prepared by the Contractor for SJC shall belong exclusively to SJC.
 33. **PACKAGING.** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Contractor's expense.
 34. **PAYMENT DISCOUNTS.** SJC will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest ranked Consultant.
 35. **PERFORMANCE AND PAYMENT BONDS.** Performance and Payment bonds shall be required for Public Works projects. If required, Performance and Payment Bonds shall be listed as a requirement in Attachment B, Response to Evaluation Criteria/Bid Response form. The Performance Bond and Payment Bond, covering

materials and labor, each in the amount of 100% of any resultant price agreement cost is required. The bond must be executed by the successful Offeror with a surety company authorized to do business in New Mexico or other suitable sureties approved by the New Mexico State Board of Finance. The performance and payment bonds must be received by the College Contact issuing the award within 14 days of the award. Performance and Payment bonds must meet the requirements of 13-4-18 NMSA, 1978.

36. **PERIOD FOR PROPOSAL ACCEPTANCE.** The Consultant agrees, if their response is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in their response, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in disqualification of the Consultant's proposal. An additional time period may be requested elsewhere in this Procurement.
37. **POTENTIAL COSTS UNSPECIFIED.** The Consultant shall include in its proposal all goods, material and labor costs that it knows or should know will be required to complete the work under this Procurement including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Procurement. All such costs shall be identified in the proposal response.
38. **PROPOSAL NEGOTIATION.** Consultants submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a Best and Final Offer. Negotiations may be conducted with responsible Consultants who submit offers found reasonably likely to be selected for award.
39. **PUBLIC INFORMATION.** All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Consultants must identify confidential information by typing, "CONFIDENTIAL" at the beginning of any confidential information portion(s) of the response and at the end of the confidential information the Consultant must type, "END OF CONFIDENTIAL INFORMATION." Consultants wishing to do so must specify in the response the specific rule of law that authorizes non-disclosure of a record. SJC will review this to make a determination whether the request is valid or not. Price and information concerning the specifications cannot be considered confidential.
40. **PURCHASE ORDER TERMS AND CONDITIONS.** SJC's Purchase Order Terms and Conditions are an integral part of this Solicitation.
41. **REFERENCES MAY BE REQUIRED.** Consultant may be requested to furnish the minimum number of references requested herein. Failure to submit the information may result in your Proposal being considered nonresponsive. Consultant, by furnishing these references, agrees to allow SJC to contact any person or organization listed, and to utilize information obtained in the evaluation of the Proposal response.
42. **RELEASES.** Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release SJC, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind SJC to any obligation not assumed herein by SJC unless SJC has expressly authorized the Contractor to do so and then only within the strict limits of that authority.
43. **REPLACEMENT PARTS.** If this solicitation requires the Awarded Consultant to provide tangible goods, then the quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed to in writing.
44. **REPORTS AND INFORMATION.** At such times and in such forms as SJC may require, there shall be furnished to SJC such statements, records, reports, data and information, as SJC may request pertaining to matters covered by all resultant agreements to this Procurement.
45. **PROCUREMENT OPENING.** Proposals will be opened on the due date and time specified on the Online Procurement Tool. This is not a public opening and Contractors are not invited to attend.
46. **PROCUREMENT SPECIFICATIONS, TERMS AND CONDITIONS PART OF CONTRACT.** This Procurement along with its attachments will be considered to be part of any resultant contract, price agreement and/or purchase order and is to be incorporated by reference.
47. **RESIDENTIAL PREFERENCE.** In evaluating RFSQs for purchases over \$60,000 using State funds, New

Mexico Resident Preference will be used in compliance with Sections 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of New Mexico Resident Preference when the expenditure involves Federal funds. Consultants requesting New Mexico Resident Preference must upload into SJC's Online Procurement System a current valid Preference Certificate as issued by New Mexico Tax and Revenue. This form shall be uploaded in response to Exhibit 4.

48. **RESPONSIBLE CONSULTANT.** SJC reserves the right per NMSA 13-1-83 to conduct any investigations deemed necessary to determine the responsibility of a Offeror (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Procurement). Offeror shall provide audited financial statements if requested by SJC.
49. **RESPONSIVENESS OF PROPOSALS.** Offerors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this Solicitation. Reference NMSA 13-1-85.
50. **SERVICES AGREEMENT.** The Award made to the successful Consultant(s) may include a Services Agreement.
If applicable to the Solicitation, see Exhibit B, "Sample Contract" that would be used as the basis for this Agreement. Exhibit B will not be included in the Procurement document set if it is not applicable to the Solicitation.
51. **SEVERABILITY.** If any provision of the resultant agreement is found invalid or unenforceable, the remainder of any resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.
52. **STATE AND LOCAL ORDINANCES.** The Contractor shall perform work under any resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Contractor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Contractor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
53. **STATUS OF CONSULTANT/CONTRACTOR.** The Consultant/Contractor is an independent contractor performing services for SJC and neither Contractor nor its agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of SJC vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of SJC. The Contractor acknowledges that all sums received under the resultant agreement are personally reportable by the Contractor for income, self-employment and other applicable taxes.
54. **SUBCONTRACTORS.** Any work subcontracted by the Contractor shall require the prior written approval of the subcontractor by SJC.
55. **SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to SJC. Returns shall only be made at the Consultant's request and expense. RFSQ samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by an Consultant to condition the Proposal, unsolicited Proposal samples or descriptive literature shall be submitted at the Consultant's risk.
56. **SUBMITTALS.** To submit an offer on the goods or services specified, the Offeror must provide online responses to the scope of work/services, specifications, and evaluation criteria contained herein using SJC's Online Procurement System. Mailed, Telegraphic / Facsimile, electronic mailed (email), or other Bid/RFP submittals other than those made using SJC's online procurement tool WILL NOT be accepted or considered for award.

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57. **SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS.** If applicable to the Solicitation, the Procurement document set will include and Consultant responses and any resultant award will be subject to meeting the requirements of Section III.A.1, SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS. Section III.A.1 will not be included in the Procurement document set if it is not applicable to the Solicitation.
 58. **TAXES.** SJC is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by the Contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in any base price bid. Applicable taxes shall be excluded from the evaluation of the offer.
 59. **TECHNICALITIES.** SJC reserves the right to waive any technical irregularities in the form of the response from the highest ranked Consultant which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.
 60. **WAGE RATES.** Public Works Projects with an estimated cost greater than sixty thousand dollars (\$60,000.00) will be subject to the Public Works Minimum Wage ACT (13-4-11 through 13-4-17, NMSA 1978). Wage Rate Decisions must be obtained prior to the beginning of work from the New Mexico Department of Workforce Solutions.
 61. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn by the Consultant at any time prior to the RFSQ due date and due time.
 62. **WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Contractor will cooperate with SJC and other Contractors and coordinate its work involving other contractors through SJC's authorized representative.

C.1. General / Purchase Order Terms and Conditions - Included as information only and will be included in any Purchase Order or contract resulting from this RFSQ.

1. **ACCEPTANCE OF ORDER:** This order, if indicated on the face of this document, may be accepted only by signing and returning the attached acknowledgement to the Purchasing Agent. Acceptance is limited to the terms stated herein, and any additional different terms proposed by Seller are rejected unless expressly assented to in writing by the College or of otherwise set out herein. Delivery of materials or other goods and performance of services in conformity herewith prior to acceptance hereof and use of such goods and acceptance of such services by The College shall constitute acceptance of the terms stated herein for this order only. References herein to this order shall, unless the context otherwise requires, include any contract resulting here from.
2. **MODIFICATION:** No modification of this order shall be effective without the Purchasing Agent's written consent. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement or explain any terms used in this order.
3. **TERMINATION:** The Purchasing Agent reserves the right to terminate this order at any time with respect to undelivered goods or unperformed services by written or telegraphic notice or oral notice confirmed in writing. The term of the Purchase Order is contingent upon the budgeting and appropriation of funds by the San Juan College Board for continuation of the services contemplated by this Purchase Order.
4. **DELIVERY:** Time is of the essence in this order and if delivery of conforming goods or performance of conforming services is not completed by the time(s) promised, the College reserves the right, in addition to its other rights and remedies, to cancel this order, to reject such goods or services in whole or in part on reasonable notice to Seller and/or to purchase substitute goods or services elsewhere and charge Seller with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without the College's written consent shall not be accepted and shall be at Seller's risk.

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5. **PRICE:** The College shall not be billed at prices higher than stated herein unless authorized in writing by the Purchasing Agent. Seller represents that the prices charged for the goods or services covered by this order are the lowest prices charged by Seller and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance. Seller agrees to notify the Purchasing Agent of any price reduction made in goods or services covered by this order subsequent to the date hereof and prior to delivery or performance and agrees that any such reduction will be applicable to this order.
 6. **CONTINGENCIES:** Failure of either party to perform hereunder, in whole or in part, occasioned by act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede, or compliance with any order or request of any governmental officer, department, agency or committee, shall not subject said party to any liability to the other party. At the College's option, the period specified for delivery of goods or performance of service hereunder shall be extended by the period of delay occasioned by any such circumstance, and deliveries or services omitted (or portions thereof) shall be made or performed during such extension, or the total ordered hereunder shall be reduced by that portion of the goods or services which seller is unable to deliver. The provisions of this paragraph shall be effective notwithstanding that such circumstance shall have been operative at the date of this order.
 7. **WARRANTIES:** In addition to all warranties established by law, Seller hereby warrants and agrees that:
 - a. All goods and services covered by this order shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the College, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. The College shall have the right of inspection and approval, and may, in addition to its other rights and remedies, reject and return goods or require re-performance of services at Seller's expense if defective or not in compliance with the College's specifications. Defects shall not be deemed waived by the College's failure to notify Seller upon receipt of goods or completion of services, or by payment of invoice.
 - b. No disclosure, description or other communication of any sort shall be made by Seller to any third person of the fact of the College's purchase or goods or services hereunder, or of the details and characteristics thereof, without the College's prior written consent. Anything furnished to Seller by the College pursuant to this order, including without limitation samples, drawings, patterns and materials, shall remain the property of the College, shall be held at Seller's risk and shall be returned upon completion of the work, and no disclosure or reproduction thereof in any form shall be made without the College's prior consent in writing.
 - c. All goods delivered pursuant to this order and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state, provincial or local laws or regulations.
 - d. The use or sale of any goods delivered hereunder, or any part thereof, except goods produced to The College's drawings or specifications, does not infringe any adverse valid existing patent.
 - e. The foregoing warranties shall survive acceptance of goods and performance of services hereunder, including construction projects.
 8. **LOSS IN TRANSIT AND ENVIRONMENTAL RESPONSIBILITY:** Title and risk of loss in transit shall not pass to San Juan College until delivery to San Juan College (or to carrier designated by The College in cases where shipment is made F.O.B. Seller's shipping point) in accordance with all applicable federal, state, provincial or local laws or regulations, including but not limited to U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances, is completed. The College shall not

be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

9. **MARKING:** Seller shall mark each package or shipment clearly with San Juan College's name and address, contents and this purchase order number.
10. **ASSIGNMENT:** Assignment of this order or of any interest herein or of any money due or to become due hereunder without prior written consent of the College shall be void.
11. **GOVERNMENT LAW:** This order shall be governed by the laws of the State of New Mexico including the New Mexico Uniform Commercial Code. Unless otherwise indicated by the context, whenever a term used in this order in the New Mexico Commercial Code, the definition contained therein is controlling as to the meaning of the term.
12. **FORUM:** Since, among other things, the College has a principal office in the State of New Mexico, the parties hereto agree to submit to the jurisdiction of the New Mexico District Court for San Juan County in connection with any controversy arising hereunder.
13. **EMPLOYEES, INSURANCE, INDEMNIFICATION:**
 - a. In performing any services hereunder, Seller is, and undertakes performance thereof, as independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Seller agrees to indemnify, exonerate and hold harmless the College.
 - b. Seller shall provide to Purchasing Agent, prior to the commencement of any services hereunder, certificates of insurance evidence that Seller has purchased the following insurance: Seller's General Comprehensive Liability Insurance and Seller's Comprehensive Automobile Liability Insurance minimum limits of coverage shall be the greater of liability established by the New Mexico Tort Claims Act or combined single limit coverage of \$1,000,000. Seller's Workers Compensation coverage limits shall be those established by applicable statutes. Employee liability coverage shall be the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000.
 - c. Seller's protective liability subject to all applicable rules of such premises, including those for safety and fire protection.
 - d. If the College or Seller visits others premises such shall do so at own risk.
 - e. Seller warrants that Seller shall comply with all existing financial capability, responsibility, security or like laws, regulations and/or other requirement of local, state, provincial and federal governments with respect to oil pollution or any other pollution damage whatsoever. Seller agrees to protect, defend, indemnify, exonerate and hold the College harmless from and against any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property damage or any violation or alleged violation of any federal, state, provincial or local law or regulation.
14. **PAYMENT TERMS AND DISCOUNTS:** Payments shall be paid to Seller within 30 days contingent upon the following:
 - a. Application of payment discounts, if considered to be in the best interest of the College;
 - b. From date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College;

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- c. On the condition that the Seller has provided the goods and/or accomplished the services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Seller.

15. COMPLIANCE WITH LAW AND SAN JUAN COLLEGE'S RULES:

- a. The College is exempt from payment of gross receipts tax on materials but is subject to such tax on services, including construction projects defined in Sec. 7.9-1k of NMSA 1978.
- b. The taxable status of any sale of materials or services must be determined by the Seller's legal counselor tax consultant. Invoices rendered for additional taxes after bid award will not be honored.
- c. Reference is hereby made to paragraph 13-1-191 NMSA that any bribes, gratuities or kickbacks of any type are expressly forbidden and such acts may be subject to civil penalty.
- d. If this order shall require the presence on the College's premises of Seller's employees, subcontractors or others under Seller's control, Seller shall comply with all applicable governmental regulations and rules of the College's premises, encompassing without limitation those relative to environmental quality including safety and fire prevention. Seller shall at all times provide all equipment that is used in the performance of this purchase order, except for that equipment specified in this order as being furnished by the College, including all equipment to ensure the safety of all employees, subcontractors or others under Seller's control.

C.3. General Requirements

1. Acceptance of Conditions Governing the Project Scope

Potential Consultants must indicate their acceptance of the Conditions Governing the Project Scope section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFSQ.

2. Incurring Cost

Any cost incurred by the potential Consultant in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFSQ shall be borne solely by the Consultant. Any cost incurred by the Consultant for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Consultant.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFSQ shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the College which may derive from this RFSQ. The College entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the College awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Consultant may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The College personnel will not merge, collate, or assemble proposal materials.

6. Consultant's Rights to Withdraw Proposal

Consultants will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Consultant must submit a written withdrawal request addressed to the College Contact and signed by the Consultant's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFSQ, including proposal prices for services, will be considered firm for one hundred twenty (120) days.

8. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Consultant has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
 - i. confidential financial information concerning the Consultant's organization;
 - ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - iii. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which a Consultant has made a written request for confidentiality, the College Purchasing Division or the Agency shall examine the Consultant's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Consultant takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFSQ in no manner obligates the College or any of its departments to the use of any Consultant's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFSQ may be canceled at any time and any and all proposals may be rejected in whole or in part when the College determines such action to be in the best interest of the College.

11. Sufficient Appropriation

Any contract awarded as a result of this RFSQ process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The College's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The College requires that all Consultants agree to be bound by the General Requirements contained in this RFSQ. Any Consultant's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFSQ and any agreement with a Consultant which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the College through the College Contact or in this RFSQ should be used as the basis for the preparation of Consultant proposals.

15. Contract Terms and Conditions

The contract between the College and a contractor will follow the format specified by the College and contain the terms and conditions set forth in the Sample Contract (Exhibit B). However, the College reserves the right to negotiate provisions in addition to those contained in this RFSQ (Sample Contract) with any Consultant. The contents of this RFSQ, as revised and/or supplemented, and the successful Consultant's proposal will be incorporated into and become part of any resultant contract.

The College discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the College, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should a Consultant object to any of the terms and conditions as set forth in the RFP Sample Contract (Exhibit B) strongly enough to propose alternate terms and conditions in spite of the above, the Consultant must propose specific alternative language. The College may or may not accept the alternative language. General references to the Consultant's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the College and will result in disqualification of the Consultant's proposal.

Consultants must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If a Consultant fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Consultant), no proposed alternate terms and conditions will

be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Consultant) is an **explicit agreement** by the Consultant that the contractual terms and conditions contained herein are **accepted** by the Consultant.

16. Consultant's Terms and Conditions

Consultants must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the College. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Consultant), will be discussed only between the College and the Consultant selected and shall not be deemed an opportunity to amend the Consultant's proposal.

18. Consultant Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Consultant to adhere to the requirements specified within this RFSQ. The Evaluation Committee will reject the proposal of any potential Consultant who is not a Responsible Consultant or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The College reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the College, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The College in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Consultant's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Consultants and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or College contracts deriving from this procurement.

Failure to adhere to this requirement may result in disqualification of the Consultant's proposal or removal from the contract.

24. Ownership of Responses

All documents submitted in response to the RFSQ shall become property of the College.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFSQ shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the College.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring College's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Consultant must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFSQ

This RFSQ is being made available by electronic means. In the event of conflict between a version of the RFSQ in the Consultant's possession and the version maintained by the College, the Consultant acknowledges that the version maintained by the College shall govern. Please refer to: www.biddingo.com/sjc

28. New Mexico Employees Health Coverage

- a. If the Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Consultant must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b. Consultant must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Consultant must agree to advise all employees of the availability of State publicly financed healthcare coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Consultant reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Reserved for Step two, Request for Proposals (RFP).

30. Letter of Transmittal

Consultant's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- a. Identify the submitting business entity.
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the Consultant organization to contractually obligate the business entity providing the Offer.
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- g. Identify the following with a check mark and signature where required:
 - i. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - ii. **Explicitly** indicate acceptance of Section V of this RFSQ; and
 - iii. **Acknowledge** receipt of any and all amendments to this RFSQ.
- h. Be signed by the person identified in para b above.

31. Pay Equity Reporting Requirements

- a. If the Consultant has ten (10) or more employees OR eight (8) or more employees in the same job classification, Consultant must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant

must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

d. Consultant must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Consultant must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

1. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
2. violation of Federal or state antitrust statutes related to the submission of offers; or
3. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
3. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

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- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the College Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Consultant nonresponsive.
- e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the College Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the College Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the College Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the College Purchasing Agent or Central Purchasing Officer.

III. Submittal

In response to this RFSQ, Consultants shall submit only one response.

A. Submittal Instructions

1. **SUBMITTING RESPONSE.** All responses must be submitted by email to the College's email address: Purchasing@sanjuancollege.edu.
2. **OTHER SUBMISSIONS ARE NOT ALLOWED:** The following types of submission responses to the College's Procurements issued through the College's Online Procurement Tool are NOT allowed, will NOT be accepted, and CANNOT be considered for award.
 - a. Submissions printed on paper format and sent to the College by courier
 - b. Faxed submissions
 - c. Any type of submission made other than using the College's email address Purchasing@sanjuancollege.edu

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3. **REQUIRED SUBMITTALS.** To respond concerning the goods or services specified herein, use the College's email Purchasing@sanjuancollege.edu.
 4. **COMPLETING ONLINE FORMS.** There will be no online forms in the step.
 - a. **CONSULTANT QUESTIONS:** All questions must be submitted using the College's email address Purchasing@sanjuancollege.edu.
 5. **PROCUREMENT OPENING:** Response openings are not public events and are not open to the public. Consultants are not invited to attend.
 6. The College reserves the right to accept or reject any or all responses and to waive technical irregularities.

IV. Specifications

A. Detailed Scope of Work

Introduction-

San Juan College seeks to assemble a pool of talented and experienced professionals to assist, as specific needs arise, in:

- Writing grant applications.
- Editing grant proposals.
- Grant activity evaluations.

Scope of Services-

San Juan College is located in San Juan County, New Mexico in the northwestern corner of the state also known as the Four Corners region. The College has signature programs in nursing and health careers, energy and veterinary technology. A focus of the general academic area is STEM (Science, Technology, Engineering and Math). The College has a keen interest in expanding its workforce development programs and in assisting the region with its economic development efforts. A rural institution, the college serves the area's large Native American population as well as a sizable Latino and Hispanic population. Grant applications target funding opportunities that serve the aforementioned purposes.

To be considered for inclusion in San Juan College's pool of prequalified independent contractors/consultants to assist, as needed, in development of grant proposals, editing grant proposals or evaluating the activities of current and future grant operations, interested professionals should submit:

- A letter of interest that outlines qualifications and experience, most especially successes in grant writing, grant applications, grant operations and grant evaluations; areas of expertise in terms of college and instructional areas, and work with specific granting agencies,
- A current resume,
- At least 3 professional references, and
- The fee structure under which the consulting work will be done.

As the College Resource Development/Grants Administration department determines a need for external talent and resources, consultants from the pre-qualified pool will be short-listed and contacted for consideration to perform contracted work.

This call for Statements of Qualifications is open until the College has assembled an adequate talent pool to meet its needs in grant funding.

Information Provided by College-

Consultants are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. The College takes no responsibility for the completeness or the accuracy of any information presented in this RFSQ or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Consultants rely on any oral statement. Should a Consultant find discrepancies in, or omissions from, this RFSQ and related documents, or should Consultant be in doubt as to meaning, Consultant shall immediately notify the Purchasing Department and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining an RFSQ. Each person requesting an interpretation will be responsible for the delivery of such requests to the College's designated representative in writing as outlined in this RFSQ. The College will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing. Consultants are strictly prohibited from contact with College staff on any matter having to do in any respect with this RFSQ other than as outlined herein.

Agreement-

Upon the completion of the procurement process, a written contract will be entered into between the College and the successful Consultant. See Sample Professional Services Contract, see Exhibit B.

B. Technical Specifications

1. Organizational Experience; Consultants must:

Provide a description of relevant experience as indicated in the Scope of Service listed above.

- a. A letter of interest that outlines qualifications and experience, most especially successes in grant writing, grant applications, grant operations and grant evaluations; areas of expertise in terms of college and instructional areas, and work with specific granting agencies,
- b. Include a Current resume

2. Organizational References

Consultant shall provide a minimum of three (3) references from similar projects performed for Private, State, or Large Local Government clients within the last three years. The College will contact all business references. Additionally, the College reserves the right to consider any and all information available to it in its evaluation of Consultant's responsibility per Section II, Para C.18.

Consultant shall submit the following Business Reference information as part of its response:

- Client Name
- Project description
- Project dates (starting and ending)
- Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address

3. Oral Presentation

At the option of the College, if selected as a finalist, the Consultant must agree to provide the Evaluation Committee an opportunity to interview proposed staff members identified by the Committee. So as to provide an

opportunity for the Evaluation Committee to ask questions and seek clarifications, the Committee may request a finalist to provide an oral presentation of the proposal. The oral presentation may be conducted by Skype or conference call.

- 1) References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College requires higher educational entity references. Each of the references must include the following information:
 - i) Entity Name
 - ii) Industry Type
 - iii) Address, City, Province/State/Country
 - iv) Contact Name, Title, Phone Number, and e-mail address
 - v) Year(s) service(s) provided
 - vi) Comments (include details regarding the current status of the product/service provided by proposer)

4. Fee Structure

Provide the fee structure under which the consulting work will be done

V. Evaluation

The evaluation points and scoring will be part of step two, the RFP stage.

Exhibit B. Sample Contract
SAN JUAN COLLEGE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between **San Juan College**, hereinafter referred to as the "College," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by San Juan College Board of Trustees ("College Board").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1.
- 2.

The receipt of the deliverables contemplated under this Agreement shall assist the College in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

(or reference an Attachment 1, see below)

2. Compensation.

A. The College shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the College to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the College when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the College Board. All invoices MUST BE received by the College no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR – A. The College shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the College to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the COLLEGE BOARD. All invoices MUST BE received by the College no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the College finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the College that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the College shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE COLLEGE BOARD. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. 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. Except as otherwise allowed or provided under this Agreement, the College's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the College is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the College or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COLLEGE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

B. Termination Management. Immediately upon receipt by either the College or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the College; 2) comply with all directives issued by the College in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the College shall direct for the protection, preservation, retention or transfer of all property titled to the College and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the College upon termination and shall be submitted to the College as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the College to the Contractor. The College's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the College proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the College and are not employees of the College. The Contractor and its agents and employees shall not accrue

leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the College unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or 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 the College.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the College. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the College.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the College, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential 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 the prior written approval of the College.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the College no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any College employee while such employee was or is employed by the College and participating directly or indirectly in the College's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the College's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of

a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the College.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the College relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the College if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the College and notwithstanding anything in the Agreement to the contrary, the College may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the College proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the College.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the College and the State Auditor. The College shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the College to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the College from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the College and its Risk Management Division Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the College exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such

subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable Subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the College: [insert name, address and e-mail].

To the Contractor: [insert name, address and e-mail].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____
San Juan College

Date: _____

By: _____
College's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: _____

By: _____
Taxation and Revenue Department

Date: _____

Exhibit E.
Letter of Transmittal Form

RFP#: _____

Consultant Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items MAY RESULT IN THE DISQUALIFICATION OF THE RESPONSE!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Response:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

- No sub-contractors will be used in the performance of any resultant contract **OR**
 The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) who will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing this RFSQ as required in Section II.C.1.
 I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
 I concur that if selected as a finalist, we may be asked to provide an oral presentation.

_____, 2018
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)