



SAN JUAN COLLEGE  
4601 COLLEGE BOULEVARD  
FARMINGTON, NM 87402

**Consulting Service for the Advancement  
Of the Community Learning Center and  
Business & Industry Center**

**RFP#558**

**PROPOSAL OPENING DATE**

**July 13, 2005**

**2:00 P.M.**

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**Consulting Service for the Advancement of the Community Learning Center  
and Business & Industry Center**

**RFP #558  
July 13, 2005  
2:00 P.M.**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of the Consulting Service for the Advancement of the Community Learning Center and Business & Industry Center distribution packet RFP#558 the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with page 34 for a total of 36 pages.

The acknowledgement of the receipt should be signed and returned to the Purchasing & Design Department no later than **July 6, 2005 @ 4:00 p.m.** Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to RFP#558, if issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to document RFP #558. Firm **does / does not (circle one)** intend to respond to Consulting Service for the Advancement of the Community Learning Center and Business & Industry Center, **RFP#558**.

If firm **does not** intend to reply, please give a brief reason for not responding: \_\_\_\_\_

Return to:

Yvonne Brooks, Director of Purchasing  
San Juan College  
Purchasing and Design Center  
4601 College Boulevard  
Farmington, NM 87402  
Phone: (505) 566-3511  
Fax: (505) 566-3075

Faxed Copies of this form will be accepted.  
Faxed (RFP) responses **will not be accepted**.

# REQUEST FOR PROPOSALS

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RFP TITLE: Consulting Service for the  
Advancement of the Community Learning  
Center and Business & Industry Center  
RFP#: 558

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PROPOSAL OPENING DATE:  
**July 13, 2005, 2:00 P.M.**

If you have any questions regarding this Request  
for Proposals - please contact:

SAN JUAN COLLEGE  
PURCHASING AND DESIGN CENTER  
4601 COLLEGE BOULEVARD  
FARMINGTON, NM 87402

\_\_\_\_\_  
**Yvonne Brooks, Director of Purchasing**

PRE-PROPOSAL CONFERENCE:  
DATE: N/A

**IMPORTANT** – PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER  
AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE.

**FAXED PROPOSALS WILL NOT BE ACCEPTED.**

Sealed proposals will be received until the above specified date and local time, and then publicly opened at San Juan  
College. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the  
contents of all proposals during the negotiation process.

<b>OFFEROR MUST COMPLETE THE FOLLOWING</b>	
_____ COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)	
_____ CONTACT PERSON (please print)	_____ TELEPHONE / FAX
_____ <i>To be a valid bid, Bidder must sign here</i>	_____ <i>Title</i>

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_  
Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_  
Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

## NOTICE TO OFFERORS

Sealed Proposals will be received by San Juan College, San Juan County, New Mexico, at the Purchasing and Design Center, 4601 College Blvd – Room 1715, Farmington, New Mexico, 87402.

Consulting Service for the Advancement  
of the Community Learning Center and  
Business & Industry Center  
RFP #558  
July 13, 2005  
2:00 P.M.

Any Proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchase and Design Center, the Offeror shall be responsible for actual delivery of the Proposal to the Purchase and Design Center before the advertised date and hour for opening of the Proposals. If mail is delayed either by the postal service or in the internal mail system of San Juan College beyond the date and hour set for the Proposal Opening, proposals thus delayed will not be considered and will be returned unopened.

Proposal documents may be retrieved by accessing the San Juan College website and downloaded at: <http://www.sanjuancollege.edu>. Further details and criteria for award may be obtained through the Purchasing and Design Center by calling (505) 566-3511. San Juan College reserves the right to accept or reject any or all proposals.

Until the final award by San Juan College, said College reserves the right to reject any and/or all Proposals, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said College will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of opening.

San Juan College  
Farmington, New Mexico 87402

By: /s/ Yvonne Brooks  
Yvonne Brooks, Director of Purchasing

Publication Date: June 15, 2005  
June 19, 2005

Opening Date: July 13, 2005

## GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 San Juan College is requesting proposals for Consulting Service for the Advancement of the Community Learning Center and Business & Industry Center.

Proposals must include but are not limited to the requirements set forth in the "Scope of Work." Proposals deposited with the College may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing & Design Office. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

After obtaining best and final offers, the award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to San Juan College, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon the criteria which does not include price.

The Purchasing and Design Center will open and evaluate all proposals; determine the need for, and conduct any negotiation; and make a final recommendation to the Board for award of the contract.

The College reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interests of San Juan College.

Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.

The Proposal total shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The College will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the Proposal total based upon separate billings which the successful Offeror shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the College with budget preparation, the Offeror shall complete the "Offeror's Estimate of Taxes" and shall identify by name each tax Offeror believes to be applicable to this contract and shall estimate the amount of each tax which will be charged on the entire contract.

## INSTRUCTION TO OFFERORS

### 1 Description of the Project

San Juan College (College) is requesting proposals (RFP's) from qualified professional consulting services (Offerors) for the project described below.

#### 1. Scope of Work

- A. San Juan College (SJC) is seeking consulting services specific to the advancement of the Community Learning Center (CLC) and the Business & Industry Training Center (B & I). A requirement of the New Mexico Accountability in Government Act, San Juan College must continue to expand our CLC offerings. The intent of this RFP is to seek advice and solutions of a consultant to allow improvement of these services.
- B. Business & Industry Training is one piece of the Quality Center for Business, which has obtained regionally and nationally recognition for its San Juan Economic Development Services (SJEDS), the Enterprise Center (EC), B& I Training, Small Business Development Center (SBDC) working together in a collaborative environment with much local participation and support. However, the San Juan College Board of Trustees believes that Business & Industry Training could be doing more in our communities. Further challenges exist because B & I does not receive the actual revenue, or "credit," for institutionally received state reimbursement for B & I training. Because of this philosophical dilemma, B & I experiences negative fund balances. San Juan College is seeking consultation on how best to address this situation.
- C. From an administrative perspective, San Juan College is seeking direction in how best to structure the College so that all programs involved in these trainings (CLC, B & I, Regional Energy Training Center, etc.) can most effectively serve our community. *Minimum* expectations include the following:
  1. Information on models that exist for overseeing these operations and the most appropriate for our comprehensive community college.
  2. Recommendation of the leadership that would enable the three areas to be the most efficient.
  3. Recommendation to centralize some processes and standardize some procedures for more efficiency.
  4. Statistics on what aspects of our operations are doing very well; which could use improvement.
  5. Benchmark operations recommendations
  6. Conduct an initial on-campus site visit and interview key personnel involved in this operation. Interviews to include the following:
    - a. President of the College
    - b. Director and Staff of Community Learning Center

- c. Director of San Juan College West in Kirtland, NM
  - d. Director of San Juan College East in Aztec, NM
  - e. Dean of the School of Business & Information Technology
  - f. Director of Quality Center of Business
  - g. Business & Industry Training Center Coordinators of Customer Relations and Computer Training
  - h. Director of Small Business & Development Center
  - i. Dean of School of Trades & Technology
  - j. Director of Regional Energy Training Center
  - k. San Juan College Accounting Manager.
- D. Complete an initial survey and benchmarking with at least four institutions of similar or larger size and function by October 31, 2005.
- E. Provide a final report inclusive of findings and recommendations to San Juan College by November 7, 2005.
- F. Prepare and provide a final presentation to San Juan College by November 14, 2005.
- G. Business & Industry Training Center specific consulting services required of this project include:
1. Review and evaluate the current organizational structure of the Quality Center for Business and affiliated departments (Business and Industry Training Center, Small Business Development Center, Enterprise Center). Research a variety of organizational models for presentation to the President, Office of Learning, Community Learning Center and Quality Center for Business staff. Provide recommendations on the overall organizational structure.
  2. Benchmark facilities and program offering from other regional and national institutions of similar operations and larger size with San Juan College Quality Center for Business. Compare facility type, size (square footage), staffing, and programs offerings (types of, participation in, and revenues generated from, classes).
  3. Research best practices in Business & Industry Training Centers in Community Colleges. The College has identified some 'peer Colleges' with successful Business & Industry programs, and the Consultant would be expected to expand on the list of 'best practices' Colleges with successful non-credit training programs. The Consultant would recommend three to five 'best practices' models for San Juan College to consider as the College assesses the organizational options for the Quality Center for Business.
  4. Explore the pricing structure of Business and Industry Training Centers that provide training to host colleges for professional development purposes (or service to the host college). Determine various ways that the College can fund internal non-credit training for College faculty and staff, utilizing the resources of the Business & Industry Training Center. Research pricing structures for both internal and external customers. Provide a variety of models indicating the cost arrangements for internal customer charges.

5. Explore leasing and rental reciprocal arrangements between the B& I and the host college. Research what internal costs are charged back to the B & I department and how other similar departments are's charged for common College services. Provide results of exploration and recommendation.
6. Research, compile, and present ways other institutions apply state reimbursement for non-credit programming. Based on the "best practices" Colleges who are identified by the College and the Consultant, and what reimbursements, Statewide and nationally, if any, are applied to non-credit training.
7. Conduct interviews with the President of San Juan College, Office of Learning, School of Business, Center for Community Learning, Quality Center for Business, and other San Juan College personnel, if appropriate, to assess the present department strengths and areas to improve.
8. Based on internal interviews, benchmarking with other institutions, and industry best practices, recommend strategies to build on B & I and CLC department strengths and improve underperforming areas.
9. Research, provide documentation, and a recommendation for non-credit blended and e-learning opportunities.
10. Community Learning Center specific consulting services for this project include:
  - a. Review and evaluate the current organizational structure of the Community Learning Center and affiliated departments. Research a variety of organizational models for presentation to the President and Community Learning Center staff. Be prepared to provide your recommendations on the overall organizational structure.
  - b. Benchmark with other regional and national institutions of similar size and with similar operations with the San Juan College Community Learning Center. Compare facility type, size (square footage), staffing, and programs offerings (types of, participation in, and revenues generated from, classes).
  - c. Research best practices in community college Community Learning Center Centers, including exemplary marketing and programmatic, registration and financial processes used in "best practices" colleges.
  - d. Conduct interviews with the President, members of the Office of Learning, Center for Community Learning, San Juan College East and West Campuses, and other San Juan College personnel, if appropriate, to assess the present department strengths and challenges.
  - e. Based on internal interviews, benchmarking with other institutions, and industry best practices, recommend strategies to build on department strengths and improve underperforming areas.

- f. Review and analyze the type of classes offered, cancellation rates, fees assessed, class ratios, and class length of the Community Learning Center classes and compare with other regional and national institutions of similar size and function. Provide recommendations on each of these areas in the final report.
- g. Using data collected from other peer institutions, provide suggestions for non-credit Community Learning Center organizational structure as it relates to other San Juan College departments with similar missions.

H. Final Report - The final report will include:

- 1. Summary of San Juan College interviews and findings made by the consultant.
  - a. A list of “peer Colleges” with successful B & I and CLC programs.
  - b. Contact names and information of the above “peer College” programs.
  - c. A table with details of pricing, cost models, overhead charges and other financial guidelines that the “best practices” Colleges utilize with their respective B & I and/or CLC (continuing education) programs.
  - d. A recommendation from the consultant of three to five “best practices” colleges for San Juan College to model their program after.
  - e. The overall organizational structure addressing the placement and lines of authority over Community Learning Center, Business & Industry Training, and Quality Center for Business.
  - f. Scope of responsibility of each unit.
  - g. A pricing structure for costing training to internal and external customers.
  - h. Compensation model for trainers and instructors in each unit.
  - i. Opportunities for growth and expansion with the new model.

- j. Market penetration – expansion of new and contraction of existing markets.
- k. Any other information pertinent to improving current services.
- l. Any other answers to questions and documentation of research, based on scope of work.

3. Qualifications of Offerors

- A. The Offeror shall submit with their RFP, a summary of technical competence of the firm, based on similar work done by the Offeror. Offeror shall include qualifications and recent experience of the firm and key personnel relative to providing advancement services as listed in this proposal.
- B. The Offeror shall have a minimum of five (5) years previous experience in consulting services.
- C. The Offeror shall include in their proposal responsibilities and relevant experience of the person(s) who will be actively engaged in the consulting service.
- D. The Offeror shall be familiar with the area in which the services are to be provided. The Offeror shall submit with their proposal a summary of work completed with educational institutions, government agencies or private industry which addresses such factors as control of costs, quality of work and ability to meet schedules.

4. References/Client List

The Offeror shall provide a list of five (5) references of clients whom are being provided the same or similar type services. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. The College reserves the right to contact clients for reference checks.

5. Proposal Schedule

- A. Offeror shall complete the Proposal Schedule included in this RFP.
- B. RFP's will be evaluated based on the estimated quantities listed on the Proposal Schedule. The quantities shown are estimates only based on the past year's work performed. The work that is performed under this RFP may be greater or less than the estimates on the Proposal Schedule. Additional work may be performed by personnel listed on the rate schedule that are not listed on the proposal schedule.

6. Information Provided by College

- A. Offerors 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 RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Offerors rely on any oral statement.
  
- B. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the College's designated representative 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 RFP. 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 RFP. The College will not be bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

## **Proposal Process**

1. Introduction

- A. Until the final award by the College, the College reserves the right to reject any and/or all submittals, to waive technicalities, to readvertise, or to otherwise proceed when the best interest of the College will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

2. Schedule

It is the College's intent to adhere to the following schedule. However, the College reserves the right to modify this schedule.

### **Preliminary Schedule**

<u>Activity</u>	<u>Date</u>
Request for Proposals (RFP) Process to Facilitate the Hiring of a Professional Consultant for Consulting Service for the Advancement of the Community Learning Center and Business & Industry Center	July 13, 2005
Evaluation of Proposals	July 18-20, 2005
Presentations and/or telephone interview with top rated firms.	July 21, 2005
Negotiation with top evaluated firm	July 22, 2005
Final Award by Board of Education (if required)	August 2, 2005
Commencement of work - Contract - Notice to Proceed	August 3, 2005

3. Due Date

Proposals shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

Ms. Yvonne Brooks  
Purchasing & Design  
San Juan College  
4601 College Blvd  
Farmington, NM 87402

no later than 2:00 p.m. on July 13, 2005 (the "Due Date"). The Submittal Form (see page 2); and the

proposal form, Page 24; must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked "Proposal for the Consulting Services for the Advancement of the Community Learning Center and Business & Industry Center." Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing & Design Office, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing & Design Office before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

4. Number of Copies

The Offeror shall submit seven (7) copies of the proposal. All expenses associated with this submittal will be borne solely by the Offeror.

5. Inquiries

Questions and/or clarifications concerning this RFP will be accepted in writing through **4:00 p.m. on July 6, 2005**. Requests may be transmitted via facsimile. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by **5:00 p.m. July 11, 2005**. No Offeror may rely upon oral responses made by any College employee or any representative of the College. Questions and/or clarifications concerning this RFP shall be directed to:

Yvonne Brooks  
Director of Purchasing  
(505) 566-3084  
Fax (505) 566-3075  
[brooksy@sanjuancollege.edu](mailto:brooksy@sanjuancollege.edu)

The only approved contact shall be with the above referenced purchasing staff. Offerors making contact with any other College official, evaluation committee member, or College employee regarding this RFP may be disqualified.

Offerors shall have no claim against the College for failure to obtain information made available by the College which the Offeror could have remedied through the exercise of due diligence.

6. Signing Of Proposals And Authorization To Negotiate

The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the College in connection with this RFP. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the College.

7. Period Of Acceptance

All proposals must remain valid for a minimum period of ninety (90) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the College.

The College reserves the right to request additional information from the Offeror at any time during the selection process. The College also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the College, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the College after ninety (90) days, Offerors may, at their discretion, withdraw their proposals or provide the College with written extensions of time.

8. Binding Offers

All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the College to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and, as such, the time period may be extended by the College.

9. Subcontracts And Other Contractual Arrangements

The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The College, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the College for all contractual obligations.

All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the College and the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the College.

10. Independence Of The Offeror

The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the College, nor shall they be entitled to any rights, benefits, or privileges of College employees. It is understood that the relationship of the Offeror to College, if a contract is successfully negotiated, will be that of an independent contractor.

11. Laws And Regulations

This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of San Juan College.

The College also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and San Juan College of Farmington, New Mexico.

12. Confidentiality

Proposals are subject to provisions of State law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the Board of Education. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The College will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words “proprietary” or “confidential”. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the nonconfidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing & Design Department shall examine the Offeror’s submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

13. Prohibited Contacts

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of Education or evaluation committee members, on any matter having to do in any respect with this RFP other than as outlined herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the College, result in disqualification and rejection of any proposal.

14. Bribery And Kickbacks

As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

15. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the College’s written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the College. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Yvonne Brooks, Director of Purchasing  
San Juan College  
4601 College Blvd  
Farmington, NM 87401

16. Cost Proposal

Offeror shall submit the Proposal Form (page 24) and shall include all costs associated with Offeror's proposed Consulting Services for the Advancement of the Community Learning Center and Business & Industry Center.

17. Contract Completion

The contract completion date shall be 90 calendar days following contract start up date, except for causes beyond the control of the Consultant. Any alterations in the completion date shall be agreed to in writing by the College and the Consultant.

18. Pricing

The subsequent contract is considered a FIRM FIXED-PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

19. Conflict Of Interest

Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.

20. Contacts

Questions and/or suggestions concerning this RFP shall be directed to:

Yvonne Brooks		Deana Ellis
Director of Purchasing	OR	Purchasing Clerk
(505) 566-3084		(505) 566-3511
(505) 566-3075 Fax		(505) 566-3075 Fax

The only approved contact shall be with the above referenced purchasing staff. Offerors making contact with any other College official, evaluation committee member, or College employee regarding this RFP may be disqualified.

21. Payments

- A. For payment due for basic services the Offeror shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Offeror's services as rendered.
- B. The Offeror shall provide an invoice which provides detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- C. The invoice shall be addressed as follows:

1. San Juan College, Accounts Payable  
4601 College Blvd.  
Farmington, New Mexico 87402

D. Payments shall be paid to Offeror within thirty (30) days contingent upon the following:

1. Application of payment discounts, if considered to be in the best interest of the College;
2. From date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College;
3. On the condition that the Offeror has 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 Offeror.

21. Insurance Requirements

- A. Consultant agrees to protect, defend, indemnify, and hold harmless College and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Consultant. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant further agrees to protect, defend, indemnify, and hold harmless the College and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Consultant.
- B. Consultant's Commercial General Liability Insurance - Consultant shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Consultant's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverage's herein described and be written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- C. Consultant's Automobile Liability Insurance - Consultant shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the

result of Consultant's operations under the Agreement, whether such operations be by the Consultant or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

- D. Consultant's Workers' Compensation and Employer's Liability Coverage - The Consultant shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Consultant shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations.

Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the Consultant elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-let, the Consultant shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The College, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Consultant to comply with the provisions of this paragraph.

1. If any class of employee is not protected under the Workers' Compensation Statute, the Consultant shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the College against any claims resulting from injuries to and death of workers engaged in work under this contract.

- E. Coverage limits - Insurance coverage limits required to be carried by the Consultant under this Section shall be as follows:

1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
  - a. Combined Single Limit coverage of \$1,000,000.
2. Consultant's Workers' Compensation coverage shall be those established by applicable statutes. Employer's liability coverage's shall be the limits established by the New Mexico Tort Claims Act or \$1,000,000.

- F. Increased Limits - If, during the term of the Agreement, the College requires the Consultant to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Consultant's compensation will be made.

- G. Certificates of Insurance - Consultant shall include as part of the Contract Documents certificates of insurance on forms acceptable to the College specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to College.

- H. Additional Bonds and Insurance - Prior to delivery of the executed Agreement by College to Consultant, College may require Consultant to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as College may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of

Bids/Proposals, the premiums shall be paid by Consultant; if subsequent thereto, they shall be paid by College (except as otherwise provided).

- I. College Named as Additional Insured, Cross Liability Provisions, and Waiver of Subrogation - The College shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the College.

22. Licenses

Offeror shall maintain in current status all Federal, State and Local licenses and permits required.

23. Agreement

- A. The term of the Agreement shall be in effect for one (1) year, subject to earlier termination or extension pursuant to the Agreement provisions;
- B. A sample Agreement is attached as Exhibit A. A written contract will be entered into between the College and the successful Offeror.

## **Proposal Format Requirements**

### **1. General Format for Proposals**

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the College, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The College, at its sole discretion, may reject any proposal which is unclear in any way.

### **2. Organization of Materials:**

Proposals must be organized in the following manner:

- Submittal Form; Rate Schedule; and Proposal Schedule
- Cover Letter
- Title Page
- Table of Contents
- Approach to the Scope of Work
- Qualifications and Experience of Team Members - Professional Resumes

### **3. Contents of Proposal**

The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the preparation of the Consulting Services for the Advancement of CLC & B&I Centers Services with the College or to which the Offeror intends to assign material responsibilities under any such agreement.

#### **Submittal Form and Cost Proposal**

The submittal form is included as Page 2, the cost proposal schedule is included as pages 25 and the Offeror's Estimate of Taxes on page 26. They must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

#### **Cover Letter**

The cover letter shall constitute a firm offer to the College and be utilized to introduce the Offerors. Cover letters should contain the following information:

Designation of the business entity that will contract with the College;

A brief identification of the roles of all Offeror team members;

Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, telephone and facsimile numbers, and e-mail address;

A clear statement indicating that the attached proposal constitutes a firm and binding offer by the

Offeror to the College; and

A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

#### Title Page

The cover letter should be followed by a title page on letterhead of the lead Offeror. It should contain the name and identification number of this RFP, and identify the name, title, company, mailing address, phone number (voice and facsimile) of all persons authorized to commit the Offeror to contractual arrangements with the College. This person will be considered by the College as the Offeror's contact point for all communication regarding this procurement.

#### Table of Contents

Proposals should contain a detailed table of contents listing major sections and subsections which correspond to the requirements of the RFP. The table of contents should also list all tables, exhibits, figures, etc. contained in the proposal.

Approach to the Scope of Work shall include detailed plans as listed in the Instructions to Offerors in this RFP.

A description of how the services will be provided or what tasks will be done in response to the Scope of Work. The Scope of Work shows what the Offeror is supposed to do; the description of services should show how the Offeror intends to perform the services (for example, the proposed approach to conducting the work and any special services the Offeror plans to perform).

#### Qualifications and Experience of Team Members

Professional Resumes - Offerors are required to provide a professional resume for each key member (including support personnel) of the proposed team organized in the following manner:

##### Professional Background

Current and Past Relevant Employment

Education

Certifications

1) Listing of Directly Relevant Projects

Client Name

Project Name

Project Description

Role of the Individual

Project Completion Date

Project Cost and any Change Orders

4. Directions for Submission

The offeror shall submit seven (7) copies of their proposal in a sealed envelope plainly marked. The offeror's proposal shall contain any **supplemental information** which will assist the College in selecting an offeror.

The offeror shall submit their technical proposals and cost proposal at the time and place designated on the cover sheet and page 1 of this proposal packet.

The offeror shall be prepared to respond to requests by the College for personal presentations, oral presentations and other areas deemed necessary to assist in the detailed evaluation process. All expenses associated with this presentation will be borne by the offeror.

## Evaluation

### 1. Criteria for Award

The College will receive proposals from firms having specific experience, resources and qualifications in the proposed scope of work.

Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the College to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

- 25% Completeness, originality and creativity of the proposed approach to the project.
- 15% Qualification of the firm to perform the study based on similar experience and qualification of personnel selected to perform the project.  
  
The personnel named in the statement of qualification submitted by your firm on July 1, 2005 shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the College's Director of Purchasing.
- 15% Knowledge and understanding of issues addressed in the scope of work. The proposal will be evaluated on the basis of thoroughness, objectivity, soundness and insight.
- 10% Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a summary of projects completed by your firm which address the above factors referenced in this criterion.
- 5% Proximity to or familiarity with the area in which the project is located. Provide a summary addressing projects completed by your firm which address proximity to or familiarity with the area in which the project is located.
- 5% Summarize the amount of consulting work that will be produced by a New Mexico business.
- 75% Proposals will be evaluated based on the above 75% of the evaluation criteria prior to oral presentations with the top rated firms.**

**Evaluation Criteria for Oral and/or Telephone Presentation with Top Rated Firms**

- 10% Knowledge and understanding of issues addressed in the presentation process.
- 10% Technical quality of the firm to undertake and support the project.
- 5% Orderly quality of the oral presentation.

**100% Proposals will be evaluated based on the above 100% of the evaluation criteria for final negotiation with the top rated firm.**

2. **Presentation and Schedule**

The following is a Presentation Schedule of the firms that will be continuing in the evaluation process on July 20, 2005. Seven copies of the offeror's technical proposal will be distributed by College personnel to the Evaluation Committee at the time of the offeror's presentation. Any additional presentation material shall be distributed at the time of the offeror's presentation and shall be available for other College staff that may be attending. College personnel will be available to date/time stamp the offeror's proposal, during the offeror's set-up period, and during the presentation to offer assistance. *San Juan College reserves the right to conduct telephone interviews in lieu of oral presentations.*

<b><u>FIRM(S)</u></b>	<b><u>SET-UP PERIOD</u></b>	<b><u>PRESENTATION TIME FRAME</u></b>	<b><u>ROOM NUMBER</u></b>
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A thirty (30) minute time allotment has been made for each firm. Two rooms are being used which will allow each firm to set up while another is making a presentation. This will allow each firm to be given approximately thirty (30) minutes to set up before the audience will move to that room.

# COST PROPOSAL

For Services as Outlined, I \_\_\_\_\_

(Name of representative)

representing the firm of \_\_\_\_\_

will perform the necessary Consulting Services, according to the request for proposals enclosed, according to the fee schedule listed below.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

## FEE SCHEDULE

\*(Reference: Proposal Process – Section 16- Cost Proposal

Offeror shall present an hourly billing rate schedule for service showing the names of all key personnel who will be assigned to San Juan College along with a breakdown of other expenses such as clerical support, long distance telephone calls, photocopies, express mail, facsimiles, etc.

<u>NAME KEY PERSONNEL/TITLE</u>	<u>AREA OF EXPERTISE</u>	<u>HOURLY RATE</u>	<u>TRAVEL TIME</u>
<b><u>EXAMPLE</u></b>			
*John Smith - Principal	Primary/Chief Consultant	\$100.00	\$50.00
Jane Doe-Associate	Secondary/Chief Consultant	\$ 90.00	\$45.00

### DESCRIPTION OF OTHER EXPENSES

### RATE OF COMPENSATION

- Clerical Support
- Photocopies
- Facsimiles
- Long Distance Telephone Calls
- Express Mail
- Electronic Media
- Travel Expenses

(If there is not enough space on this page to complete your fee schedule please complete on a separate sheet of paper and attach to the back of this page.)

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**EXHIBIT "A"  
CONSULTING SERVICE FOR THE ADVANCEMENT  
OF THE COMMUNITY LEARNING CENTER &  
BUILDING & INDUSTRY CENTER  
DRAFT AGREEMENT  
RFP #558**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between San Juan College of Farmington, New Mexico, an institute of higher education ("COLLEGE"), and \_\_\_\_\_ ("CONSULTANT").

San Juan College Board of Education of San Juan College of Farmington approved the proposal of the CONSULTANT on \_\_\_\_\_ for providing consulting services as described in this Agreement.

**ARTICLE 1**

**BASIS OF COMPENSATION**

For Basic Services, as described in Article 3, Basic Compensation shall be computed as follows:

1.1 San Juan College agrees to pay the CONSULTANT such amounts for consulting services as the CONSULTANT may bill San Juan College according to the fee schedule attached as Exhibit A.

1.2 San Juan College further agrees to reimburse the CONSULTANT for normal disbursements advanced by it on behalf of San Juan College including, but not necessarily limited to, expenses for long distance phone calls, facsimiles, travel, out-of-town lodging, photocopy, and express mail, including applicable taxes.

**ARTICLE 2**

**TERM OF AGREEMENT**

2.1 This Agreement shall be effective as to the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and shall continue, subject to the provisions of Article 7 and Article 8, until \_\_\_\_\_, \_\_\_\_\_.

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**ARTICLE 3**

**CONSULTANT'S SERVICES  
AND RESPONSIBILITIES**

3.1 The CONSULTANT represents it is qualified by training and experience to render and perform the consulting services contemplated by this Agreement.

3.2 The CONSULTANT shall, upon request of San Juan College which may be made during the terms of this Agreement or any renewal thereof, render the following consulting services to San Juan College.

3.3.1 The CONSULTANT shall provide comprehensive services for development and implementing recommendations regarding structure of the Community Learning Center (CLC), Business & Industry (B & I), and Regional Energy Training Center (RETC).

3.3.1.1 The CONSULTANT shall conduct surveys and benchmarking with at least four institutions of similar or larger size on or before October 31, 2005.

3.3.1.2 The CONSULTANT shall prepare final report inclusive of findings and recommendations to the college staff on or before November 7, 2005.

3.3.1.3 The CONSULTANT shall prepare a final presentation to San Juan College on or before November 14, 2005.

3.3.1.4 The CONSULTANT shall review and evaluate the current organizational structure of the CLC, B&I and RETC to assist the designated college staff in defining the management goals.

3.3.1.6 The CONSULTANT shall research best practices in other community colleges comparatively with San Juan College.

3.3.1.7 The CONSULTANT shall explore the pricing structure currently in place with CLC, B&I and RETC.

3.3.1.8 The CONSULTANT shall research established models used to oversee the above mentioned operations and the most appropriate for a comprehensive community college.

3.3.1.9 CONSULTANT shall meet with San Juan College designated staff to provide progress reports, and discuss recommendations and receive directions as needed.

3.3.1.10 The CONSULTANT shall perform other

duties and responsibilities as may be deemed appropriate and as authorized by the San Juan College President.

3.4 Additional Services

3.4.1 In the event additional consulting services are required, that are outside the scope of work of this RFP the awarded CONSULTANT shall assist San Juan College administrative staff, with these duties at the same hourly rate schedule attached.

3.4.2 The CONSULTANT's hourly rate schedule, Exhibit A, is incorporated in this Agreement by reference for on-going assistance, analysis and advice. This rate will be utilized to determine payment for any additional services, travel or professional time that was not anticipated.

3.4.3 Travel and per diem or subsistence costs, if any, supported by a breakdown including destination, duration and purpose. Reimbursement shall be limited to those that are allowable under Federal cost principles contained in 48 CFR, Chapter 1, Part 31, Federal Acquisition Regulation (FAR 31). Automobile mileage and per diem shall not exceed the amounts authorized by the New Mexico per diem and mileage act. Air transportation shall be coach fare.

**ARTICLE 4**

**TERMINATION OF SERVICES**

4.1 It is expressly understood that this Agreement is an agreement for consulting services and that either party shall have the right at the election of such party, to terminate this Agreement at any time upon 30 days written notice by one party to the other. In the event of termination of this Agreement by San Juan College, San Juan College shall pay, upon billing, all fees and expenses accrued to the CONSULTANT to the date of such termination less any lawful offset, if any, which may be owed by the CONSULTANT to San Juan College.

**ARTICLE 5**

**CONSTITUTIONAL DEBT  
LIMITATIONS**

5.1 This agreement is further subject to the Constitutional Debt Limitations imposed upon governmental & state entities by the Constitution of the State of New Mexico and particularly as imposed by the provisions of Article IX, Section 12 and Section 13

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of the Constitution and the obligations imposed upon San Juan College by this Agreement shall never constitute a charge against the general credit or taxing power of San Juan College.

5.2 This agreement is further subject to the provisions of the Bateman Act and payments for service rendered hereunder shall be limited to budgeted items or special funds appropriated by San Juan College for the purposes of paying for services rendered under this Agreement.

**ARTICLE 6**

**PAYMENT**

6.1 Payments shall be paid to CONSULTANT within 30 days upon receipt by San Juan College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of San Juan College and on the condition that the CONSULTANT has accomplished the Services to the satisfaction of San Juan College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the CONSULTANT.

**ARTICLE 7**

**PROPERLY DOCUMENTED INVOICES  
FOR PAYMENT**

7.1 The following is San Juan College's policy relating to invoice processing. In order to process your invoices in an efficient manner this policy must be implemented by CONSULTANT.

7.1.1 The purchase order number must appear on your invoice. Under no circumstances should services be performed without first obtaining the purchase order number from San Juan College's purchasing staff.

7.1.2 Payments will be made on **original** invoices only, The invoice shall reference an invoice number for payment tracking and shall be different for each invoice submitted.

7.1.3 All invoices must be delivered to the following address:

San Juan College  
4601 College Blvd  
Farmington, NM 87402  
Attention: Accounts Payable  
Invoices sent to an address other than the above address may delay payment.

7.1.4 Invoices for payment processing shall be received by San Juan College's accounts payable no later than ninety (90) calendar days after the date the services have been rendered. Invoices received after this time has elapsed may be considered null and void.

7.1.5 Invoices shall breakdown the charges as follows: Fees, Expenses, Tax, Payments and Balance Due.

**ARTICLE 8**

**REPORTS AND RECORDS**

8.1 CONSULTANT shall maintain full and complete financial records kept in accordance with approved and accepted accounting procedure which records shall be available for inspection by San Juan College at reasonable times and upon reasonable notice.

**ARTICLE 9**

**INDEPENDENT CONTRACTOR**

9.1 Neither the CONSULTANT nor the CONSULTANT's employees are considered to be employees of San Juan College for any purpose whatsoever. CONSULTANT is considered as an independent contractor at all times in the performance

**ARTICLE 10**

**SUCCESSORS AND ASSIGNS**

10.1 San Juan College and the CONSULTANT respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither San Juan College nor the CONSULTANT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

**ARTICLE 11**

**DESIGNATED REPRESENTATIVE**

11.1 San Juan College designates the Vice President for Learning, or another person designated by him/her, as its representative in connection with this Agreement. This representative shall be available as often as may be necessary for inspecting and approving

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the services or authorizing changes, and for approving all records pertinent to this Agreement.

**ARTICLE 14**

**DISCRIMINATION PROHIBITED**

14.1 In performing the required Services, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

**ARTICLE 15**

**ENFORCEMENT**

15.1 CONSULTANT agrees to pay to San Juan College all costs and expenses including reasonable attorney's fees incurred by San Juan College in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**ARTICLE 16**

**APPLICABLE LAW**

16.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of San Juan College.

**ARTICLE 17**

**EXTENT OF AGREEMENT**

17.1 This Agreement represents the entire and integrated Agreement between San Juan College and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both San Juan College and CONSULTANT.

**ARTICLE 12**

**TERMINATION FOR CAUSE**

12.1 If, through any cause, CONSULTANT fails to fulfill in a timely and proper manner CONSULTANT's obligations under this Agreement or if CONSULTANT violates any of the covenants, agreements, or stipulations of this Agreement, San Juan College may order CONSULTANT by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If CONSULTANT fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, San Juan College shall have the right to immediately terminate this Agreement. The CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to San Juan College for damages sustained by San Juan College by virtue of any breach of this Agreement by CONSULTANT, and San Juan College may withhold any payments to the CONSULTANT for the purposes of set-off until such time as the exact amount of damages due San Juan College from the CONSULTANT is determined.

**ARTICLE 13**

**TERMINATION FOR  
CONVENIENCE OF COLLEGE**

13.1 San Juan College may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the CONSULTANT. If this Agreement is terminated due to the fault of CONSULTANT, Article 12 of this Agreement relative to termination shall apply and no compensation or reimbursement to CONSULTANT shall be due. If terminated for any other reason, San Juan College will reimburse CONSULTANT for all documented out-of-pocket expenses incurred in connection with this Agreement.

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**ARTICLE 18**

**INDEMNIFICATION**

18.1 CONSULTANT agrees to protect, defend, indemnify, and hold harmless San Juan College and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to protect, defend, indemnify, and hold harmless San Juan College and its officials, agents and employees from and against any and all claims, liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of CONSULTANT.

**ARTICLE 19**

**NOTICE & REQUESTS**

19.1 All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested, addressed as follows:

CONSULTANT: Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COLLEGE            San Juan College  
                         4601 College Blvd  
                         Farmington, New Mexico 87402  
                         Attn: Director of Purchasing

or to such address as either party designates by written notice to the other.

**ARTICLE 20**

**INSURANCE REQUIREMENTS**

20.1 The CONSULTANT shall procure and maintain Professional Liability Insurance at the CONSULTANT's expense until final payment by San

Juan College for services covered by this agreement. Minimum limits of coverage shall be the greater of (1) minimum limits established by the New Mexico Tort Claims Act as presently enacted or later amended, or (2) \$1,000,000.00.

20.2 Offeror's Commercial General Liability Insurance - Offeror shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Offeror's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverage's herein described and be written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

20.3 Offeror's Automobile Liability Insurance - Offeror shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Offeror's operations under the Agreement, whether such operations be by the Offeror or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

20.4 Offeror's Workers' Compensation And Employer's Liability Coverage - The Offeror shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Offeror shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 NMSA 1978 for safety devices. If the Offeror elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-let, the

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Offeror shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. San Juan College, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Offeror to comply with the provisions of this paragraph.

20.4.1 If any class of employee is not protected under the Workers' Compensation Statute, the Offeror shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and San Juan College against any claims resulting from injuries to and death of workers engaged in work under this contract.

20.5 Coverage limits - Insurance coverage limits required to be carried by the Offeror under this Section shall be as follows:

20.5.1 Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:

20.5.1.1 Combined Single Limit coverage of \$1,000,000

20.5.1.2 Offeror's Workers' Compensation coverage shall be those established by applicable statutes. Employer's liability coverage's shall be the limits established by the New Mexico Tort Claims Act or \$1,000,000.

20.6 Increased Limits - If, during the term of the Agreement, San Juan College requires the Offeror to increase the maximum limits of any insurance required

herein, an appropriate adjustment in the Offeror's compensation will be made.

20.7 Certificates Of Insurance - Offeror shall include as part of the Contract Documents certificates of insurance on forms acceptable to San Juan College specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to San Juan College.

20.8 Additional Bonds And Insurance - Prior to delivery of the executed Agreement by San Juan College to Offeror, San Juan College may require Offeror to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as San Juan College may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by Offeror; if subsequent thereto, they shall be paid by San Juan College (except as otherwise provided).

22.9 San Juan College Named As Additional Insured, Cross Liability Provisions, And Waiver Of Subrogation San Juan College shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of San Juan College.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Farmington, New Mexico effective the day and year first above written.

COLLEGE: SAN JUAN COLLEGE

CONSULTANT: \_\_\_\_\_

By: \_\_\_\_\_  
Title: President San Juan College

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

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

(SEAL)

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

(SEAL)

ATTEST: \_\_\_\_\_

ATTEST OR WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

State Taxation and Revenue Department  
Taxpayer Identification Number

\_\_\_\_\_  
Yvonne Brooks  
Director of Purchasing

\_\_\_\_\_  
Federal Taxpayer Identification or  
Social Security Number

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

\_\_\_\_\_

EXHIBIT A  
TO  
CONSULTANT AGREEMENT  
BILLING RATE

NAMES OF KEY PERSONNEL	TRAVEL TIME <u>HOURLY RATE</u>	<u>HOURLY RATE</u>
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List consultants who will represent College.

OTHER EXPENSES

RATE OF COMPENSATION

# SAN JUAN COLLEGE, FARMINGTON, NM

## OFFEROR'S ESTIMATE OF TAXES

San Juan College issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive an NTTC please contact Accounts Payable at 505-599-1222. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

Offeror's certifies that Offeror has made a diligent effort to ascertain and identify all taxes which will be charged to San Juan College against this Request for Proposal and that, in Offeror's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Proposal Schedule.

New Mexico Gross Receipts Tax	_____ %	\$
Other.....	_____ %	\$
Other.....	_____ %	\$

# Certificate of Insurance

NAME AND ADDRESS OF AGENCY	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY LETTER <b>A</b> COMPANY LETTER <b>B</b> COMPANY LETTER <b>C</b> COMPANY LETTER <b>D</b> COMPANY LETTER <b>E</b>
NAME AND ADDRESS OF INSURED	

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input type="checkbox"/>					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY					COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	AGGREGATE
					\$	\$
<input type="checkbox"/> WORKERS COMPENSATION AND <input type="checkbox"/> EMPLOYER'S LIABILITY					STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)

DESCRIPTION OF WORK	PROJECT NAME AND/OR NUMBER
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CANCELLATION: All policies are in effect at this time and will not be cancelled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the Director of Purchasing, San Juan College, 4601 College Blvd., Farmington, NM 87402. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not as excess or contributing to any insurance issued in the name of San Juan College.

This is to further certify that:

- |   |     |     |  |
|---|-----|-----|--|
| (1) San Juan College as additional insurer for:   | Yes | No  |  |
| (a) Comprehensive General Liability Insurance   | ___ | ___ |  |
| (b) Comprehensive Automobile Liability Insurance  | ___ | ___ |  |
| 2) Worker's Compensation Insurance has waiver of subrogation in favor of San Juan College | ___ | ___ |  |

**NAME AND ADDRESS OF CERTIFICATE HOLDER**

SAN JUAN COLLEGE  
4601 COLLEGE BOULEVARD  
FARMINGTON, NM 87402

DATE ISSUED: \_\_\_\_\_

\_\_\_\_\_ AUTHORIZED REPRESENTATIVE

Phone No. \_\_\_\_\_