Central New Mexico Community College
Purchasing Department
525 Buena Vista SE / PO Box 4586
Albuquerque, NM 87106 / 87196-4586

INVITATION TO SUBMIT OFFER: Bid #T-2786

TITLE: Sale of Manufactured Cottage #110

PURCHASING CONTACT: Robert Ortega
(p) 505-224-4546
(f) 505-224-4548
E-mail address: rortega@cnm.edu

TECHNICAL CLARIFICATION: Paul Brownlow
(p) 505-224-3714
(f) N/A
E-mail address: pbrownlow@cnm.edu

OFFER DUE DATE: Tuesday, March 23, 2010 at 3:00 PM local time (MDT).

PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO OFFERORS:

The Central New Mexico Community College (CNM) invites you to submit an offer for the purchase of the Manufactured Cottage as described within this Invitation. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of the Invitation may result in your offer being rejected. The purchase of the manufactured cottage sold as a result of this Invitation shall be subject to CNM’s General Terms and Conditions as well as all statements contained in this Invitation. All terms and conditions of the Invitation will remain unchanged for the duration of any resultant agreement(s) and will supersede and take precedence over any other forms.

New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To submit an offer for the purchase of the manufactured cottage described herein, type or print the information requested in the spaces provided on the SECTION D, Offer Submittal Form. All blank spaces must be written in ink or typed. Person signing the offer shall initial corrections in ink.

Completed offer submittal packages should be placed in a sealed envelope, identifying this RFB # and Bid Due Date and Time on the lower left outside corner and submitted to Central New Mexico Community College, 525 Buena Vista SE, A Building, Room #A128, Purchasing Department Office, Attention: Robert Ortega, Buyer, Albuquerque, NM 87106.

Note: Any and all requests for clarification must be made in writing and addressed to Central New Mexico Community College, 525 Buena Vista SE, A Building, Room #A128, Purchasing Department Office, Attention: Robert Ortega, Buyer, Albuquerque, NM 87106 or call at (505) 224-4546. Technical questions concerning the specifications and construction of the manufactured cottages should be directed to Paul Brownlow at (505) 224-3714.

If appropriate, CNM Purchasing shall issue a written Amendment which shall thereafter become part of this Invitation. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM’s Purchasing Department Office.

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SECTION A
STANDARD OFFER TERMS AND CONDITIONS FOR BID #T-2786

To submit for the purchase of property specified herein type or print in the spaces provided on the Offer Submittal form. All blank spaces for Offer prices must be written in ink or typed. Corrections shall be initialed in ink by person signing the Offer. Offers should be placed in a sealed envelope with the enclosed label filled out and attached to the lower left corner of the envelope and submitted to Central New Mexico Community College, 525 Buena Vista SE, A Building, Room #A128, Purchasing Department Office, ATTN: Robert Ortega, Buyer, Albuquerque, NM 87106.

BINDING OFFER. Offeror agrees that this offer and any resultant sales agreement shall be binding upon its heirs, executors, administrators, successors or assigns and may only be assigned by written permission of CNM.

ACCEPTANCE OF OFFERS. Acceptance of offers shall be subject to the review and approval of the appropriate government entities.

CANCELLATION. CNM reserves the right to cancel without penalty this Invitation, the resultant sales agreement or any portion thereof for unsatisfactory performance, cancellation of the project, or when it is in the best interest of CNM.

CLAIMS. Transfer of ownership at time of closing shall release CNM from any claims arising from this transaction.

CLARIFICATIONS. Only the Purchasing personnel shown on the cover sheet of this Invitation shall make any clarification of instruction terms and conditions or offer preparation. Technical clarifications should be addressed to the individual identified on the cover sheet. Requests for clarification must be in writing to receive consideration. If appropriate, CNM shall issue a written Amendment, which shall thereafter become part of this Invitation. Oral interpretations shall not be binding upon CNM unless reduced to a written Amendment issued by CNM’s Purchasing Department Office.

EARNEST DEPOSIT. An earnest money deposit in the amount of ten (10) percent of the total Offer in the form of a Cashiers Check, or Money Order must accompany your Offer. Earnest money deposits of rejected offers will be returned.

Failure of the successful offeror to complete the purchase within 30 calendar days of CNM’s acceptance of the Offer shall result in forfeiture of the Earnest Deposit.

If offeror refuse or otherwise fail to perform in accordance with the offer to purchase, CNM at its option, may retain all or any portion of the Earnest Deposit as liquidated damages.

GOVERNING LAW. This Invitation and the resultant sales agreement will be interpreted and governed by the Laws of the State of New Mexico.

INDEMNIFICATION. Purchaser assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the removal of property purchased by Purchaser, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM’s liability shall be subject to the limitations of the New Mexico Tort Claims Act. Purchaser shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action.

INVITATION IS ENTIRE AGREEMENT. This Invitation constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Invitation.

INVITATION TERMS PART OF CONTRACT. This Invitation along with its attachments will be considered to be part of the resultant sale agreement and is to be incorporated by reference.

NUMBER FOR OFFER CLARIFICATION. The offeror should include a local or toll-free number for Offer clarifications. Failure to do so may result in the Offer being rejected.

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

PERIOD FOR OFFER ACCEPTANCE. The offeror agrees, if his/her Offer is accepted within ten (10) working days of the closing date, to furnish the required payment within 30 days of formal acceptance of the offer.

POSSESSION. Purchaser shall not take possession of the property prior to the closing of the sale unless CNM has given specific written permission to do so. Risk of loss or damage is assumed by CNM prior to the closing, unless Purchaser takes possession of the property prior to closing, in which case, State Law shall apply. If the property becomes damaged prior to final sale, CNM reserves the right to terminate the resultant sales agreement.
PROPERTY INSPECTION/FAMILIARITY. The property referenced in this document is available for inspection. The Purchaser shall be responsible for thoroughly inspecting the property and the terms and conditions of the Invitation to Offer prior to submitting an offer. The Purchaser warrants by this submission that he/she has thoroughly inspected the property and the terms and conditions of the Invitation to Offer. The failure of the offerer to be fully informed regarding the requirements of this Invitation will not constitute grounds for any claim, demand for adjustment or the withdrawal of a Offer after the opening.

PUBLIC INFORMATION. All information will become public information at the time that the Offer is opened.

REJECTION OF OFFERS. CNM reserves the right to reject any and all Offers or any part thereof; and to accept the offer that is in the best interest of CNM.

SEVERABILITY. If any provision of the resultant sales agreement is found invalid or unenforceable, the remainder of the resultant sales 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.

SIGNATURE. The response must be signed by an authorized representative in order for offer to be considered valid.

TELEGRAPHIC/FACSIMILE OFFERS. Telegraphic/Facsimile Offers will not be considered.

TITLE. Transfer of ownership shall occur upon payment in full of Offer amount by the successful offeror. Note, the successful offeror shall be responsible for all costs associated with pick up and removal of the property from CNM. CNM shall be released of all claims and liability upon transfer of ownership.

WARRANTY. CNM makes no representations or warranties concerning the condition of the property offered for sale. Purchaser agrees to accept the property in the condition existing on the date of acceptance of the offer and acknowledges responsibility itself as to the full condition of the property. CNM makes no warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.
SECTION B

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedure required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not relieve Seller from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No claim may be made by Seller or Seller's assignee for changes without written approval of CNM. Any claim of Seller for an adjustment under this paragraph must be made in writing thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may take possession of all materials and supplies furnished or work done at Seller's place of business for Seller's account. Any claims of Seller for an adjustment under this paragraph must be made in writing thirty (30) days from the date of receipt of Seller of notice of such event. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM on request a breakdown of labor force by ethnic group; sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, the officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any of them based on any actual or alleged personal injury or damage and shall pay any damages costs and expenses including attorneys fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discount. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for failure to pay CNM's Purchasing Department. Failure to proceed with performance of the contract may result in debarment from federal procurement at the discretion of the Attorney General of New Mexico.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. All PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANYED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debenture/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or otherwise ineligible for entry into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debenture or suspension from the Executive Branch of the federal government, any State agency or local public body.

SECTION 2 GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontracted or a government prime contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order,” the term “contractor” shall mean “Seller” and the term “Government” shall mean “Central New Mexico Community College” and the “Director of Purchasing,” respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Contract Work Hours and Safety Standards Act - Overtime Comp.: §2.222-4.
* Integrity of Unit Prices: §2.15-265(a)(b).
* Notice to the Government of Labor Disputes: §2.221-1.
* Preference for U.S. Flag air Carriers (For internal air travel): §2.247-63.
* Restriction on Subcontractor Sales to the Government: §2.203-6.

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION C
SCOPE & PROPERTY DESCRIPTION

In accordance with Chapter 13, Article 6, NMSA, 1978 Central New Mexico Community College invites all interested parties to submit offers to purchase: One manufactured cottage constructed by the Applied Technologies Division Manufactured Housing Program. The cottage is available for viewing and inspection by visiting the Ted Chavez Hall Building, Room TC117, 1800 Coal Avenue, Albuquerque, NM 87106.

COTTAGE DESCRIPTION

General Description:
Cottage #110 is a 1.0 unit, single story, detached residential structure and is considered to be personal property as it is not attached to any land. The actual age is “New”.

Exterior Description
The structure is 2x6 construction. Exterior walls are hardboard siding and pitched metal roof. Windows are vinyl, double pane insulated with screens, and the entrance door is metal clad. The cottage is an off site constructed structure which must be moved and set on a foundation. The cottage meets all applicable building codes.

Insulation
Insulation consists of R-23 in the walls and R-30 in the ceiling.

Room Count and Square Footage
The room count consists of a total of 2 bedrooms with closets, 1 full bath, 1 living room, 1 kitchen, 1 linen closet, 1 coat closet, 1 pantry closet, 1 utility closet and 1 washer/dryer closet. Structure is unfinished and the square footage is 988 square feet and has a small covered porch.

Interior Materials and Condition
Floors: unfinished hardwood with no ceramic tile or carpeting, bedrooms have un-finished floors
Walls: drywall taped and bedded, no texture or paint. No trim has been installed
Doors: entrance door is metal clad, all interior doors are unfinished hollow core
Kitchen and Bathroom: no working cabinets, no counter tops, no sinks or fixtures

Heating and Cooling
All heating and cooling, plumbing and electrical are roughed-in and topped-out but need to be finished. No furnace, evaporative cooler, water heater or plumbing fixtures. Plumbing, electrical, rough framing and duct work have been inspected.

Permits required
The purchaser is responsible for obtaining a new building permit when cottage is moved to new location. The new permit will cover the final inspection and give the purchaser the certificate of occupancy. Purchaser is responsible for obtaining required moving permit from transportation/moving company.
SECTION D
OFFER SUBMITTAL FORM
OFFER TO PURCHASE PROPERTY

I (We)___________________________________________agree to purchase by cashiers check described in Section B for the Offer purchase price of: $____________________,

(Written amount)

EARNEST DEPOSIT: An earnest money deposit in the amount of ten (10) percent of the total Offer in the form of a Cashiers Check, or Money Order must accompany your Offer. Earnest money deposits of rejected offerors will be returned.

This offer is made for the purchase of one in accordance with Scope, Terms and Conditions of this Invitation.

If this offer is accepted, I (We) agree to provide payment of the purchase price by cashiers check within 30 days or at the time the cottage is moved whichever comes first.

I (We) agree to cover all cost associated with the moving of the. It is understood that CNM will not be responsible for any cost related to moving.

I (We) agree to accept the property “as is” in its existing condition.

Certification of Offeror

By signing below, the Offeror acknowledges that it has read this Invitation to Offer understands it, and agrees to be bound by its terms and conditions.

Name:______________________________________________________________________________________________

Address:____________________________________________________________________________________________

City, State, Zip:_______________________________________________________________________________________

Phone:___________________________________________Fax:_______________________________________________

Signature:______________________________________________________________Date__________________________
EXHIBIT A
PURCHASE AND SALE AGREEMENT

_________________ ("Purchaser") of _____________________________________ and Central New Mexico Community College – CNM ("Seller") of 525 Buena Vista SE, A Building, Room #128, Attn: Robert Ortega, CNM Buyer, Purchasing Department, Albuquerque, NM 87106, hereby agree as follows:

1. PURCHASE AND SALE. Purchaser hereby agrees to purchase and Seller agrees to sell the manufactured cottage(s) described as Cottage(s) #_______ and/or garage (and referred to herein as "Cottage(s) #_______ " and/or garage as "Property") which Purchaser inspected on the Seller's premises in _______, 2010, and which is described in the attached Exhibit B, "Pictures of the Cottage."

2. PROPERTY INSPECTION. The Purchaser warrants by this submission that he/she has thoroughly inspected the Property subject to this Agreement and the other cottage(s) referred to below in this section.

3. NO WARRANTY BY SELLER/FINAL INSPECTION BY PURCHASER. Seller makes no representations, or warranties concerning the condition of the Property. Purchaser agrees to accept the Property in the condition existing on the date of his/her inspection of the Property and upon the date of signing this agreement. Purchaser further acknowledges his/her responsibility inspect the Property as described above and warrants by his/her payment of the balance of the purchase price that he/she has done so and has accepted the Property in its "AS IS" condition on the day of making full and final payment. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ANY SUCH WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

4. PRICE. Purchaser shall pay $ __________ to Seller for the Property. In the event this sale fails to close due to any breach by or failure on the part of the Seller, the earnest money deposit will be returned and Purchaser shall have no other claim against seller.

5. TRANSFER OF TITLE. Purchaser shall take ownership and possession of the Property upon payment in full of the purchase amount and removal of property from Seller's premises shall be completed by __________, __________, 2010. All risk of loss or damage of property after Purchaser takes title and ownership to the property shall be assumed by Purchaser. In the event Property is damaged and destroyed due to sellers acts, negligence or fault, prior to Purchasers removal of property from Seller's premises, Purchaser's sole remedy and claim shall be the reimbursement of the purchase amount paid by Purchaser to Seller for the purchase of the property. Purchaser shall indemnify and hold harmless Seller, its officers, agents, and employees from any and all liability from such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorney’s fees, in connection with or resulting from such suit or action. Purchaser agrees that she/he and their contractors will maintain public liability and property damage insurance in reasonable amounts covering all Purchaser obligations under this agreement.

6. REMOVAL. Purchaser shall be responsible for all costs associated with the packaging, preparation, freight, pick up, transportation, etc. associated with the removal of the Property from Seller's premises. Removal of the Property from Seller's premises shall be completed within three (3) calendar days after closing.

7. CLAIMS. Transfer of ownership of the Cottage(s) #_______ and/or garage at time of closing shall release Seller from any claims and liability arising from this transaction.

8. INDEMNIFICATION. Purchaser assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death), and/or
damages or destruction to property sustained or alleged to have been sustained in connection with or arising out of the removal of property purchased by Purchaser, her agents, employees, independent contractors, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of Seller. In any event, Seller's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Purchaser shall indemnify and hold harmless Seller, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

9. **NOTICE.** Notices called for by this Agreement shall be given by first class mail to the parties at the addresses stated above and shall be deemed received five (5) calendar days after the date of mailing. The addresses stated above may be changed for notice purposes by giving written notice to the opposite party in accordance with this section.

10. **GOVERNING LAW.** This Agreement will be interpreted and governed by the laws of the State of New Mexico.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except by written agreement signed by both parties. The Invitation to Submit Offer dated ______________, 2010 to which Purchaser responded, is replaced in its entirety by this Agreement and shall not be considered to be part of this Agreement.

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

13. **SEVERABILITY.** If any provision of the resultant sales agreement is found invalid or unenforceable, the remainder of the resultant sales 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.

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties' heirs, executors, administrators, successors or assigns and may only be assigned by Purchaser with the prior written permission of Seller.

Agreed as of this _____ day of ________ 2010.

**PURCHASER:** ________________________________

**SELLER:** CENTRAL NEW MEXICO COMMUNITY COLLEGE

By: ________________________________

Name: ________________________________

Title: ________________________________