

# NEW MEXICO JUNIOR COLLEGE

## BOARD MEETING

Thursday, February 19, 2004

Zia Room - Library

4:00 p.m.

## AGENDA

- |   |                 |
|---|-----------------|
| A. Welcome  | Larry Hanna     |
| B. Adoption of Agenda   | Larry Hanna     |
| C. Approval of Minutes of January 23, 2004                                  | Larry Hanna     |
| D. Correspondence   | Pat Chappelle   |
| E. President's Report   | Steve McCleery  |
| F. New Business   |                 |
| 1. Audit Report   | Dan Hardin      |
| 2. Monthly Expenditures Report  | Dan Hardin      |
| 3. Monthly Revenue Report   | Dan Hardin      |
| 4. Oil and Gas Revenue Report   | Dan Hardin      |
| 5. Schedule of Investments  | Dan Hardin      |
| 6. Consideration of Bid #946 – Commercial Package Insurance Policy for NMJC | Dan Hardin      |
| 7. Consideration of RFP #80 – Ground Lease for NMJC                         | Dan Hardin      |
| 8. Personnel Consideration – Coordinator of Events/Audio Visual Services    | Richard Fleming |
| G. Public Comments  | Larry Hanna     |
| H. Announcement of Next Meeting   | Larry Hanna     |
| I. Adjournment  | Larry Hanna     |

# NEW MEXICO JUNIOR COLLEGE

## BOARD MEETING

JANUARY 23, 2004

### MINUTES

The New Mexico Junior College Board met on Friday, January 23, 2004, beginning at 3:00 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Larry Hanna, Chairman; Ms. Patricia Chappelle, Secretary; Mr. Phillip Jones; Mrs. Yvonne Williams; Mr. Guy Kesner; Mr. John Hice, Jr.; and Mr. Wade Cavitt.

Mr. Hanna called the meeting to order and welcomed visitors and guests present: Vange Perryman, Hobbs News Sun.

Upon a motion by Mr. Jones, seconded by Ms. Chappelle, the agenda was unanimously adopted, as presented.

Upon a motion by Mrs. Williams, seconded by Mr. Hice, the board unanimously approved the minutes of December 17, 2003, as written.

Under *President's Report*, Dr. McCleery introduced Ms. Jennifer Jordon, the new Executive Director for the New Mexico Junior College Foundation. He reported that the Jal election will be held on February 17. Mary Jane Ward informed the board of the recent NATEF certification of the high school automotive program and the PrintED certification in the design communication program. Dr. McCleery invited the board to attend a luncheon featuring Cowboy Junction speaker Cody Custer on February 24 at the Event Center. The college is working on a rodeo program with College of the Southwest. Dr. McCleery updated the board on the legislative session. Architects Dan Kemme and Matt McKim presented complete updates on the Student Center and Western Heritage projects. Dr. McCleery shared with the board the estimated revenue and operational costs for the Western Heritage Center.

Under *New Business*, the Audit Report was tabled.

Dan Hardin presented the December financial reports and with a motion by Mr. Hice, seconded by Ms. Chappelle, the board unanimously approved the expenditures for December 2003.

Dr. McCleery presented a request to proceed with the finalization of construction and bid documents on the Ben Alexander Student Learning Center. The next action for the board will be to approve and award the construction contract. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the board unanimously approved the request.

Dr. McCleery presented a request to proceed with the finalization of construction and bid documents on the Western Heritage Center, as well as the approval of the annual estimated operational and revenue projections. The next action for the board will be to approve and award the construction contract. Mr. Hanna requested to see the documents before the bids go out. Upon a motion by Mr. Cavitt, seconded by Ms. Chappelle, the board approved the request. The roll call vote was as follows: Mr. Hanna - yes; Mrs. Williams - yes; Ms. Chappelle - yes; Mr. Jones - yes; Mr. Hice - yes; Mr. Cavitt - yes; and Mr. Kesner - yes. Upon a motion by Mr. Cavitt, seconded by Ms. Chappelle, the board unanimously authorized Dr. McCleery to proceed with any legal documents necessary to proceed with the project.

Dr. McCleery presented a recommendation for an In-District tuition policy for the Lea County Correctional Facility (LCCF). The LCCF In-District tuition policy will provide the potential to produce additional credit hours and increase institutional FTE. The policy will also help lower inmate recidivism. Upon a motion by Ms. Chappelle, seconded by Mr. Jones, the board unanimously accepted the recommendation.

Dr. McCleery presented the Brown v. Board of Education's 50<sup>th</sup> Anniversary resolution (attached) for board consideration. Upon a motion by Mr. Jones, seconded by Mr. Hice, the board unanimously adopted the resolution.

Richard Fleming presented a request for \$30,000 from college reserves to purchase used vehicles for law enforcement academy training. After some discussion and upon a motion by Mr. Cavitt, seconded by Ms. Chappelle, the board unanimously approved the request.

Mr. Fleming recommended Ms. Shyla McGill for the Coordinator of Learning Assistance position at an annual salary of \$35,000. Upon a motion by Mr. Kesner, seconded by Mr. Hice, the board unanimously accepted the employment of Ms. McGill, effective March 1, 2004.

Mr. Hanna called for comments from the community. There being none, the next regular board meeting was scheduled for February 19, 2004, beginning at 4:00 p.m. in the Zia Room of Pannell Library.

Upon a motion by Mr. Jones, seconded by Mr. Cavitt, the board meeting adjourned at 5:50 p.m.

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CHAIRMAN

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# NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

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To: **New Mexico Junior College Board Members**

From: Dan Hardin

Date: February 11, 2004

RE: Expenditure and Revenue Reports for January 2004

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January is month seven or 59% of the budget for the 2003/2004 fiscal year. The expenditure report represents expenditure totals that include funds expended and encumbered. The total year to date funds expended and/or encumbered through the month of January is \$18,391,216.00 of which \$2,061,917.00 are encumbered funds.

The total current unrestricted fund expenditures for Instruction & General through January are \$10,094,373.00, which is 62% of the projected budget. Instruction is substantially below budget, but as we get into the months of April and May the expenses will catch up to the budget from paying multiple faculty payrolls for their summer checks. Internal Services Departments which consists of Computer Services and College Communications are currently over budget. The computer center chargeouts credits will compensate for this overage as we complete the fiscal year. Unrestricted Student Aid which includes \$116,000.00 budgeted for tuition waivers is over budget. Tuition waivers include classes taken by NMJC employees. In April, we will be requesting a BAR, (budget adjustment request) to cover the shortfall in Unrestricted Student Aid. Auxiliary Enterprises has expended the major portion of their budget, the bookstore has seasonally large expenditures at the beginning of the fall and spring semesters.

In the Restricted Funds the expenditures in the Grant area is increasing. We continue to monitor the expenditures in the Grants and request the drawdowns from the state and federal agencies. Restricted Student Aid had the big Pell payout in January, the Business office issued over \$1,300,000.00 in checks to students. This is a payout after their bills to NMJC were paid.

We did not have a great deal of activity in Plant Funds in January. Of the \$2,977,313.00 year-to-date total Plant funds expenditures one third is encumbered.

Expenditures through January 2004 were \$18,391,216.00, or 49% of the projected budget.

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Revenue received in January 2004 was \$5,690,724.00. This mostly consists of the tuition and fees, the monthly allocation from the state, the Oil and Gas Income, property tax revenue, bookstore revenue, and direct loans and grant draw downs.

Tuition and Fees collected in January was \$564,276.00 as we collect tuition and fees for the spring semester. Oil and Gas tax revenue for the first six months of the fiscal year is \$632,339.00 over budget. Along with the strong Oil and Gas income, we received \$566,666.14 in Oil and Gas equipment tax in January. The property tax revenue for January was \$893,958.00, we will receive another large property tax check in February. Auxiliary enterprises had revenue of \$629,499.00 in January, mostly coming from the bookstore.

Restricted funds had a large drawdown of \$1,647,028.00 in Student Aid, which follows the large expenditure in restricted student aid.

Plant Funds had drawdowns of \$207,449.00 for GOB projects for Infrastructure.

Total revenue for January 2004 is \$5,690,724.00, with year to date revenue of \$18,761,614.00 or 60% of projected budget.

The investment report shows an ending balance of \$8,125,000.00. Of the \$8,125,000.00 in LGIP, \$5,767,254.97 is designated as capital projects, which is 70% of investments. Because of the timing when we received revenue we did not send funds to the LGIP in January.

During the Board meeting, the Board will have a presentation by Johnson Miller and Company concerning the 2003 audit. The audit was approved by the State Auditor with an unqualified opinion. As we had pointed out in the October 2003 Board report, there are several findings in the 2003 audit. The first finding is concerning Journal entry approval, which has been addressed and corrected. The second finding is student biller reconciliation, this issue has been addressed with the staff accountant. The third finding references journal entries performed after close of year. This situation will be changed for the next yearend closing by setting a reasonable cutoff time. The fourth finding concerns bank reconciliations, this has been the major focus of a staff accountant. Monthly reconciliations are done each month on all bank accounts, the current software will not allow the institution to close the months of the new year until the prior year is closed. We typically do not close the prior year until January of the following year. Although we continue to address this finding it will probably be a finding until we change the Administrative Software. Pell reconciliation is the fifth finding which addresses the reconciliation of Pell drawdowns. We changed our procedure and the personnel responsible for drawdowns as well as the reconciliation to correct this finding. Although we do not like having findings in the audit, the findings do help to point out weaknesses and require changes and improvement be made in internal operations. We are in the process of preparing the implementation of new administrative software. We anticipate the new software will greatly aid the Business Office in addressing these

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findings in the future. We have a good working relationship with Johnson Miller and Company. We will be working with Johnson Miller and Company during the remainder of the year in preparing for the up coming conversion on July 1, 2004 for the finance portion of the new administrative software.

In your Board packet you see RFP # 80 Ground Lease of New Mexico Junior College land. The Board has previously approved the lease of 5.13 acres to the Lea County Student Housing L.L.C for the purpose of subleasing to Century Development to build student housing. In our ongoing effort to get the ground lease approved by the State Board of Finance, we were notified in late January that the ground lease had to be put out for public bid. Therefore, Frank Collins prepared RFP # 80 publishing the intent of the college to lease 5.13 acres of land, we will be asking your approval of the proposal from Lea County Student Housing L.L.C to lease the 5.13 acres of land. After this step is completed, we will make another attempt to get on the agenda for the March meeting of the State Board of Finance requesting approval to lease 5.13 acres of land.

This concludes the Financial Report for January 2004.

**NEW MEXICO JUNIOR COLLEGE**  
**Expenditure Report**  
**January 2004**

59% of Year Completed

Fund	2002-03			2003-04			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Original Budget	Current Expended or Encumbered	Year-to-date Expended or Encumbered	Percentage of Budget Expended
<b>CURRENT UNRESTRICTED FUND</b>							
Instruction and General:							
Instruction	4,812,332	2,874,969	60%	6,416,054	386,050	2,961,235	46%
Academic Support	911,970	818,640	90%	1,290,398	111,723	807,351	63%
Student Services	1,069,344	910,779	85%	1,477,378	115,294	915,696	62%
Institutional Support	3,726,901	1,599,637	43%	2,154,295	184,282	1,409,274	65%
Operation & Maintenance of Plant	1,748,024	1,085,237	62%	1,932,913	189,182	1,369,013	71%
Subtotal - Instruction & General	12,268,571	7,289,262	59%	13,271,038	986,531	7,462,569	56%
Student Activities	290,976	162,078	56%	310,002	24,250	174,068	56%
Research	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	683,216	294,590	43%	420,854	(52,873)	571,333	136%
Student Aid	281,479	189,403	67%	179,889	82,449	223,827	124%
Auxiliary Enterprises	1,197,047	1,181,267	99%	1,457,233	114,980	1,242,995	85%
Athletics	568,428	468,105	82%	698,906	115,456	419,581	60%
Total Current Unrestricted Fund	15,289,717	9,584,705	63%	16,337,922	1,270,793	10,094,373	62%
<b>CURRENT RESTRICTED FUND</b>							
Grants	2,783,775	1,504,875	54%	2,843,425	208,011	1,028,603	36%
Student Aid	3,964,907	2,648,058	67%	4,180,325	1,807,582	4,290,927	103%
Total Current Restricted Fund	6,748,682	4,152,933	62%	7,023,750	2,015,593	5,319,530	76%
<b>PLANT FUNDS</b>							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	5,944,312	1,105,423	19%	6,096,932	12,805	682,022	11%
Projects from State GOB Funds	1,212,900	818,891	68%	5,274,385	12,473	2,120,690	40%
Projects from State STB Funds	0	0	0%	2,000,000	15,703	15,703	0%
Projects from State E R & R	0	0	0%	409,201	0	0	0%
Projects from State B R & R	327,399	231,949	71%	532,834	10,211	155,059	29%
Projects from Auxiliary BR&R	39,009	32,794	84%	19,147	3,839	3,839	20%
Subtotal - Capital and BR&R	7,523,620	2,189,057	29%	14,332,499	55,031	2,977,313	21%
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
Total Plant Funds	7,523,620	2,189,057	29%	14,332,499	55,031	2,977,313	21%
<b>GRAND TOTAL EXPENDITURES</b>	<b>29,562,019</b>	<b>15,926,695</b>	<b>54%</b>	<b>37,694,171</b>	<b>3,341,417</b>	<b>18,391,216</b>	<b>49%</b>

# NEW MEXICO JUNIOR COLLEGE

## Revenue Report

### January 2004

59% of Year Completed

Fund	2002-03			2003-04			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Original Budget	Current Month Revenue	Year-to-date Revenue	Percentage of Budget Received
<b>CURRENT UNRESTRICTED FUND</b>							
<b>Instruction and General:</b>							
Tuition and Fees	1,356,355	1,205,362	89%	1,653,150	564,276	1,506,881	91%
State Appropriations	7,376,100	4,302,781	58%	7,684,800	667,108	4,700,797	61%
Advalorem Taxes - Oil and Gas	2,949,084	2,325,419	79%	3,409,779	907,787	2,894,803	85%
Advalorem Taxes - Property	1,800,000	1,572,488	87%	2,000,000	893,958	1,594,319	80%
Interest Income	50,000	31,240	62%	50,000	2,047	12,494	25%
Other Revenues	307,700	168,010	55%	316,500	27,778	196,441	62%
<b>Subtotal - Instruction &amp; General</b>	<b>13,839,239</b>	<b>9,605,300</b>	<b>69%</b>	<b>15,114,229</b>	<b>3,062,954</b>	<b>10,905,735</b>	<b>72%</b>
Student Activities	43,400	46,943	108%	47,500	18,008	47,177	99%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	10,000	9,372	94%	13,000	530	6,907	53%
Auxiliary Enterprises	1,663,000	1,629,197	98%	1,728,300	629,499	1,630,743	94%
Athletics	35,400	20,753	59%	35,400	2,912	20,414	58%
<b>Total Current Unrestricted</b>	<b>15,591,039</b>	<b>11,311,565</b>	<b>73%</b>	<b>16,938,429</b>	<b>3,713,903</b>	<b>12,610,976</b>	<b>74%</b>
<b>CURRENT RESTRICTED FUND</b>							
Grants	2,347,254	478,660	20%	2,843,425	112,057	552,749	19%
Student Aid	3,716,407	2,435,530	66%	4,180,325	1,647,028	4,109,341	98%
<b>Total Current Restricted</b>	<b>6,063,661</b>	<b>2,914,190</b>	<b>48%</b>	<b>7,023,750</b>	<b>1,759,085</b>	<b>4,662,090</b>	<b>66%</b>
<b>PLANT FUNDS</b>							
<b>Capital Outlay / Bldg. Renewal &amp; Repl.</b>							
Projects from State GOB Funds	1,212,900	300,845	25%	4,593,986	207,449	1,420,188	31%
Projects from State STB Funds	0	0	0%	2,000,000	0	0	0%
Projects from Other State Funds	0	0	0%	680,399	0	0	0%
Interest Income	105,700	60,811	58%	100,000	10,287	68,360	68%
<b>Total Plant Funds</b>	<b>1,318,600</b>	<b>361,656</b>	<b>27%</b>	<b>7,374,385</b>	<b>217,736</b>	<b>1,488,548</b>	<b>20%</b>
<b>GRAND TOTAL REVENUES</b>	<b>22,973,300</b>	<b>14,587,411</b>	<b>63%</b>	<b>31,336,564</b>	<b>5,690,724</b>	<b>18,761,614</b>	<b>60%</b>



# NEW MEXICO JUNIOR COLLEGE

## Oil and Gas Revenue Report

### January 2004

59% of Year Completed

		OIL		GAS		COMBINED		
Sales	Month of Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2002-03 Original Budget	Variance Over (Under) Budget
Actual	July	\$26.85	2,991,006	\$4.48	16,317,305	343,217	239,507	103,710
Actual	August	\$25.32	3,451,574	\$5.26	15,862,113	337,799	239,507	98,292
Actual	September	\$25.39	3,597,704	\$4.80	17,349,678	321,605	239,507	82,098
Actual	October	\$30.08	3,068,996	\$4.56	17,740,094	427,926	239,507	188,419
Actual	November	\$26.37	2,877,972	\$4.52	16,425,079	297,713	239,507	58,206
Actual	December	\$28.16	3,127,825	\$4.39	17,293,973	341,121	239,507	101,614
Accrual	January					239,507	239,507	0
	February						239,507	(239,507)
	March						239,507	(239,507)
	April						239,507	(239,507)
	May						239,507	(239,507)
	June						239,507	(239,507)
Y.T.D. Production Tax Revenue						2,308,888	2,874,084	(565,196)
Y.T.D. Equipment Tax Revenue						585,915	535,695	50,220
<b>Total Year-to-Date Oil &amp; Gas and Equipment Tax Revenue</b>						<b>2,894,803</b>	<b>3,409,779</b>	<b>(514,976)</b>

*Source: New Mexico Taxation and Revenue Department*

Per Johnson, Miller & Co., C.P.A.'s, an accrual is made for oil and gas revenue for the reporting month. January is the monthly budget amount.

**NEW MEXICO JUNIOR COLLEGE**  
**Schedule of Investments**  
**January 2004**

59% of Year Completed

Financial Institution	Amount Invested	Date Invested	Maturity Date	Period of Investment (Days)	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	8,125,000	N/A	N/A	N/A	7102-1348	1.81%	12,302
<b>Total Investments</b>	<u>8,125,000</u>						<u>12,302</u>

Summary of Current Month's Activity	
Beginning amount	8,125,000
Plus: deposits	0
Less: withdrawals	0
Capital Projects	5,767,247
Reserves Invested	2,357,753
<b>Total LGIP Investment</b>	<b>8,125,000</b>

Capital Projects	1/31/2004
Technology Upgrade	127,342.44
Workforce Training Center	1,191,750.14
High Tech Start Up	201,296.00
Docutech	175,000.00
Vehicles	128,404.29
CISCO Networking Equipment	4,188.53
Western Heritage Center	500,000.00
Drawings and Master Plan	44,963.70
Baseball Field	165,111.77
Rodeo Arena	11,623.96
Dormitory Landscape	45,900.93
Lea County Beautification	0.00
Circle Drive	93,632.64
Dorm Construction	0.00
Roadway Parking Lot Seal Coat	50,000.00
Dorm Recreation Area	118,883.91
BR&R Carryover	19,539.49
Water Rights	9,465.59
Firing Range Upgrade	1,564.13
Millen Fence/Landscape	100,000.00
Ben Alexander Student Center	2,365,438.94
JASI	413,140.43
<b>Total</b>	<b>5,767,246.89</b>

NOTE: Capital projects total does not include encumbered funds

**INVITATION TO BID #946**

**To Furnish a Commercial Package Insurance Policy  
For New Mexico Junior College**

**Board Documents**

Date: February 9, 2004  
Prepared by: Frank Collins

**NEW MEXICO JUNIOR COLLEGE**

**BOARD DOCUMENTS**

**General Information**

1. On December 18, 2003, a legal notice was posted in the following newspaper requesting sealed bids for the Commercial Insurance Package Policy for NMJC:

The Hobbs Daily News Sun

2. Bid packets were sent to four potential bidders.
3. One (1) vendor submitted a bid and the bidder was at the opening.
4. The Business Office has evaluated the bid received. Their recommendation is shown on Page 3.

**NEW MEXICO JUNIOR COLLEGE**

**BOARD DOCUMENTS**

**Evaluation and Recommendation**

The vendor responding to Invitation to Bid #946 was: Daniels Insurance, Inc., Hobbs NM.

The Vice President for Finance and the Coordinator for Purchasing have evaluated the bid received and make the following recommendation:

It is recommended that the bid submitted by Daniels Insurance, Inc. to provide package insurance coverage for New Mexico Junior College be accepted.

**Cost of coverage: \$214,180 for one policy period commencing March 1, 2004; with options to renew the policies for up to four additional years.**

**Source of funding: College General Insurance Account #1-2371-15-850  
And Board Indemnity Insurance – NMJC Board Account #1-2372-14-100**

**NEW MEXICO JUNIOR COLLEGE**

**INVITATION TO BID NO. 946**

**SECTION A.**  
**BID TERMS AND CONDITIONS**

1. The coverages offered are to be effective at 12:01 a.m., January 31, 2004. Bid proposals for furnishing insurance coverage must be received in the New Mexico Junior College Business Office not later than 3:00 p.m. local time, January 16, 2004.

The initial term of this bid shall be for one policy period. New Mexico Junior College reserves the right to evaluate on a year-to-year basis whether or not to accept renewal of the policy for up to four (4) additional years, without bidding, based on whether the College is satisfied with the service received and/or the renewal premiums.

2. Award of this bid will be made by the New Mexico Junior College board. The successful bidder must be prepared to issue a binder within twenty-four hours of the award of contract.
3. Any and all additions or deletions of buildings, contents and other specific requests of New Mexico Junior College during the policy period shall be made at the pro-rata net rate applicable per unit at the inception date of the policy. Bona fide college buildings, contents, and other properties and exposures properly insurable under this insurance program and bid shall be afforded blanket protection in all coverages to protect the College against inadvertent omission on buildings, contents and other properties and exposures from listing or schedule. Records of the College will be made available for inspection as deemed necessary.
4. Bid proposals will be accepted from qualified agents who will present the proposal and service contracts. Qualified agents are defined for the purpose of this bid to include only an insurance agent who has furnished a reasonable proof to NMJC of the following:
  - 1) The agent is fully licensed and legally qualified under the laws and regulations of the State of New Mexico to sell and service all types

of insurance required to be offered in this bid.

- 2) The agent has the service reputation, experience and facilities adequate to make satisfactory delivery of necessary services.
5. The package insurance policy provided must be written with an insurance company possessing a Best's insurance rating of A or better and with a Best's financial rating of X or better and must be clearly indicated within the bidder's proposal. The insurance company shall be licensed in the State of New Mexico and must meet all other conditions that may be required by the Insurance Commissioner of the State of New Mexico. NMJC's current carrier is Zurich North America.
6. The package policy must be non-assessable and shall contain a minimum sixty-day notice of cancellation or non-renewal clause.
7. It is understood that all audit adjustments or premiums will be based on the rates, credits, and modifications set forth in the bidder's proposal.
8. Bidders are instructed to furnish complete and accurate information with their sealed bid. If a letter is submitted, it must be attached to and made an integral part of the bid.
9. The successful bidder shall agree to furnish New Mexico Junior College complete loss experience data on a quarterly basis for all coverages under this bid.
10. Sample copies of all policy forms are required to be furnished with the bidder's response.
11. Bidders desiring additional information or clarification of the items described herein must make such requests in writing to the Coordinator of Purchasing and/or Vice President of Finance prior to seventy-two (72) hours of the time for receiving bids. No explanation or interpretation from NMJC other than that supplied in written form will be considered official or binding.
12. **The NMJC campus will be closed for Christmas Break between December 20, 2003 and January 4, 2004.**
13. The terms and conditions and specifications of this Invitation to Bid

**#946 shall become an integral part of the contract between New Mexico Junior College and the carrier and its designated agent.**

- 14. Bids amounts must be submitted on the enclosed NMJC Bid Submittal Form.**
- 15. Only a complete package bid providing all stated coverages will be accepted. Exceptions to the specifications must be clearly explained.**
- 16. It is the bidder's responsibility to deliver the bid at the proper time and to the place designated. The mere fact that a bid was dispatched will not be considered. Facsimile submissions will not be accepted.**
- 17. For a bid to be considered, it must bear the original signature of the authorized legal representative of the bidder.**
- 18. Place attached label on the outside of the bid envelope.**
- 19. Pursuant to Section 13-1-191, NMSA 1978, no bribes, kickbacks, gratuities, bonuses or premiums will be accepted or considered in awarding this bid.**
- 20. New Mexico Junior College reserves the right to reject any and/or all bids and to waive all technicalities when in the best interest of the College to do so.**



**NEW MEXICO JUNIOR COLLEGE**

**INVITATION TO BID NO. 946**

**SECTION B.  
COMMERCIAL PROPERTY SPECIFICATIONS**

**BLANKET BUILDINGS, BUSINESS AND PERSONAL PROPERTY CONTENTS**

1. Coverage to apply to all properties as per the attached Schedule of Property Values (Schedule B-1) of recommended building and contents values.
2. Blanket coverage on buildings in the amount of \$44,455,751 and contents in the amount of \$6,359,393 to be for all risk coverage (CP 00 10, CP 10 30) / 90% coinsurance / \$5,000 deductible.
3. Coverage to be provided on a Replacement Cost basis, along with an agreed amount endorsement.
4. Valuations of buildings and contents set forth in Schedule B-1 are so listed for rating purposes only.
5. Each bidder is required to include with his bid proposal a clear and complete explanation of the method that will be used to compute premiums for any additions to buildings, contents and erection of new buildings.
6. The College currently carries additional coverages / deductibles:
  - a) Deductible of \$5,000 per occurrence.
  - b) Removal permit for moving covered property to a new location.
  - c) Extra Expense coverage (CP 00 50) in the amount of \$25,000 for extra expenses arising from a covered cause of loss.
  - d) Pollutants coverage (CP 01 86) providing for the removal of debris of covered property caused by or resulting from a covered cause of loss and pollutant clean up and removal caused by a covered cause of loss.
  - e) Leased property is covered for which the College has a contractual responsibility.

## **SCHEDULE B-2**

### **LEASED EQUIPMENT**

The college maintains blanket coverage on leased computer equipment in the amount of \$78,624.48. The lessee, Compaq Financial Services Corporation, 420 Mountain Avenue, Murray Hill, New Jersey 07974-0006, shall be named as the loss payee.

A detailed schedule of the equipment will be made available upon request.

### **SECTION C. COMMERCIAL PROPERTY SPECIFICATIONS**

#### **COMMERCIAL INLAND MARINE**

1. Commercial Inland Marine coverage is to be provided for the following categories according to the attached scheduled properties:
  - \* Schedule C-1 Contractor Equipment
  - \* Schedule C-2 Musical Equipment
  - \* Schedule C-3 Photography, Radio and Printing Equipment
  - \* Schedule C-4 Scientific and Medical Equipment
2. A deductible of \$1,000 shall apply.
3. Coverage is also provided for non-scheduled fine arts on temporary exhibition in any of the New Mexico Junior College buildings in the amount of \$30,000 with a limit of \$3,000 on any one item.

### **SECTION D. MUSEUM COLLECTION SPECIFICATIONS**

The college has a museum, the NMJC Lea County Cowboy Hall of Fame and Western Heritage Center that is located within the Caster Activity Center Building.

Schedule D-1 is a scheduled inventory of collections with estimated values. The college carries an endorsement on these collectibles with limits of \$611,950 / \$1,000 deductible.

**SECTION E.  
BOILER AND MACHINER SPECIFICATIONS**

1. Loss experience:           None  
Current carrier:           Zurich North America

2. Limits of Liability:

Limit per accident: \$500,000  
Extra expense:       \$ 25,000  
Deductible:           \$ 1,000

3. Repair or replacement

4. Blanket group coverages:

Group 1 – Boilers and fired pressure vessels

Group 2A – All unfired pressure vessels

Group 3 – All metal steam piping

Group 4 – All systems of refrigerating and air conditioning including  
Additional vessels and piping 5 HP and more capacity

Group 5 – Centrifugal pumps – compressors – fans or blowers driven by  
Motor 5 HP and over

Group 6 – Reciprocating pumps and compressors driven by motor 5 HP  
And over

Group 7 – Electric motors 5 HP and over

Group 8 – Enclosed gear sets 5 HP and over  
Object limit 100%  
Coinsurance 80%

**SECTION F.  
COMMERCIAL AUTO SPECIFICATIONS**

Coverages shall be quoted to provide split limits as follows:

**1. Liability:**

- a) Liability:
  - Any Auto \$1,050,000 each accident
- b) Medical payments:
  - Owned autos \$ 5,000 each insured
- c) Uninsured/underinsured motorists:
  - Owned autos \$1,050,000 each accident

**2. Physical Damage:**

- a) Comprehensive (broad form):
  - Owned autos \$1,000 deductible
  - Hired and non-owned autos \$1,000 deductible
- b) Collision coverage:
  - Owned autos \$1,000 deductible
  - Hired and non-owned autos \$1,000 deductible

- 3. Employees of the college, including students, are to be considered insureds (CA 2514).
- 4. The college maintains an approved drivers list for all drivers. The college has a student driver's policy which discourages students from driving. However, the policy provides limited situations where a student may be allowed to drive with certain listed restrictions and upon being pre-approved by the college.
- 5. No vehicles are permanently assigned to any employee for regular use. Students are not allowed to utilize their personal vehicles for college trips, with the exception of the NMJC rodeo program.
- 6. The college has automotive technology classes sanctioned by General Motors and Ford Motor Companies. Both companies have provided vehicles on consignment for automotive technology training. We are requesting comprehensive insurance of \$45,000 limit per vehicle with a deductible of \$500 and collision insurance with a \$1,000 deductible.

**SECTION G.  
COMMERCIAL PROPERTY SPECIFICATIONS**

**CRIME AND PUBLIC EMPLOYEE DISHONESTY**

1. A \$25,000 limit / \$250 deductible for any one occurrence is provided for blanket public employee dishonesty covering money, securities and property other than money and securities resulting from theft, disappearance and/or destruction. (CR 10 00 1090 and CR 00 40 1090).
2. Robbery and safe burglary  
  
\$25,000 limit/\$25,000 building limit/\$250 deductible
3. Money and securities protection  
  
\$25,000 limit (inside building)  
\$25,000 limit (outside building)
4. Money and securities shall include an endorsement to increase the limits to \$100,000 during registration (one week during regular semester registration and three days for each summer session registration period.)
5. Coverages shall apply to inside and outside the premises of the NMJC Business Office and NMJC Bookstore.
6. A Schwab, 2 hour, relocking device, 855088 underwriter's label vault door with a UL rating of A27330 is located in the NMJC Business Office.
7. All deposits and change orders are transported to and from the college's banks by NMJC Business Office personnel.

**SECTION H.  
PUBLIC ENTITY GENERAL LIABILITY SPECIFICATIONS**

1. Public entity general liability insurance broad coverage to be provided on an occurrence basis.
2. Limits of liability are as follows:
  - a) Bodily Injury and Property Damage Limit \$1,050,000 per occurrence

- b) Personal Injury and Advertising Injury Limit \$1,050,000 each offense
  - c) Employee Benefits Injury Limit \$1,050,000 each offense
  - d) Fire, Lightning or Explosion Damage Limit \$500,000 any one event
  - e) Medical Payments Coverage Limit \$10,000 any one person  
\$10,000 any one accident  
\$100,000 aggregate
  - f) General Aggregate Limit (Other than products-completed operations, fire, lightning or explosion damage, and medical payments coverage \$3,000,000
  - g) Products and completed work  
Aggregate limit \$1,050,000
3. Corporal punishment – provisions should be made for the use of reasonable force to allow for the protect persons or property or corporal punishment to any student or pupil administered by or at the direction of the College.
  4. Contractual liability – to be added as an endorsement.
  5. Athletic participants to be included while practicing for or participating in any contest or exhibition of a sporting nature.
  6. Liability coverage to include rodeo grand stand and rodeo participants.
  7. All NMJC employees and board members shall be included as additional insureds.
  8. The College maintains two resident dormitories, each having a maximum occupancy of 101 students.
  9. The College owns and operates a racquetball/fitness center, which has approximately 290 members, 340 students, and 57 guests (Fall Semester 2003) from the general public. Included in the facility's operations are racquetball, aerobics, weightlifting, and swimming.

10. The College's cafeteria and snack bar operations are operated by an independent Contractor.

**SECTION I.  
PROFESSIONAL LIABILITY SPECIFICATIONS**

1. Professional liability coverage shall apply to all Trustees and Officers, Administrators, Faculty and other professional employees of NMJC.

2. Coverage shall be provided on an occurrence basis.

3. Limit of liability:

\$5,000,000 each claim

\$5,000,000 aggregate

Retention:

\$2,500 each covered insured

\$10,000 aggregate maximum all covered persons per loss

\$10,000 covered named insured per loss

4. Coverage shall provide for the following:

- cost of defense paid in addition to the annual aggregate limit of liability.
- Plaintiff's legal fees when they are successful in a civil rights case.
- Parent's legal costs in successful special education hearings.
- Legal actions arising from hiring, firing, promotion or demotion.
- Alleged violation of federal or state constitutional civil rights.
- Defense of claims seeding back pay.

5. The NMJC district has been in existence since 1965 and currently has seven board members elected by district. The names, occupations and official titles of current Board Members are as follows:

Mr. Larry Hannah	Attorney	Board Chairman
Ms. Pat Chappelle	Chief Deputy – County Clerk	Board Secretary
Mr. John Hice, Jr.	Oilfield Contractor	Board Member
Mrs. Yvonne Williams	Paraprofessional Educator	Board Member
Mr. Wade Cavitt	Oilfield Business Owner	Board Member
Mr. Phillip Jones	Retired Educator	Board Member
Mr. Guy Kesner	District Manager, Zia Natural Gas	Board Member

6. The college is not involved in any current disputes regarding discrimination or any other civil suits. The college district, board and/or

employees have no knowledge of any pending federal, state, or legal actions or proceedings against the district, board members or employees. We are not aware of any act, error or omission that might afford valid grounds for any future claim which would fall within the scope of this coverage.

7. No similar insurance on behalf of the college has been declined, canceled or renewal thereof refused.

**SECTION J.  
EXCESS UMBRELLA SPECIFICATIONS**

The college desires to carry a \$5,000,000 limit on umbrella excess liability coverage.

**SECTION K.  
LOSS EXHIBITS – Loss history was provided to each vendor.**



**NEW MEXICO JUNIOR COLLEGE**

**REQUEST FOR PROPOSALS #80**

**Ground Lease for NMJC**

**BOARD DOCUMENTS**

Date: February 13, 2004  
Prepared by: Frank Collins  
Coordinator of Purchasing

**NEW MEXICO JUNIOR COLLEGE**

**BOARD DOCUMENTS**

**General Information**

1. On February 2, 2004, a legal notice was sent to the following newspapers requesting sealed proposals to provide a ground lease for NMJC:
  - 1) Hobbs Daily News Sun
  - 2) Clovis News Journal
  - 3) Portales News Tribune
2. One (1) vendor submitted a proposal in compliance with the opening date and time.
3. No bidders were present at the opening.
4. The Business Office has evaluated the proposals received and their recommendation is shown on Page 2.

# **NEW MEXICO JUNIOR COLLEGE**

## **Evaluation and Recommendations**

### **Board Documents**

The following vendor responded to the Request for Proposals #80: Lea County Student Housing, LLC.

The Administration recommends acceptance of the services of Lea County Student Housing, LLC.

**SUMMARY OF PROPOSAL INFORMATION  
FOR LEA COUNTY STUDENT HOUSING, LLC  
RESPONSE TO NEW MEXICO JUNIOR COLLEGE  
REQUEST FOR PROPOSAL #80 FOR  
GROUND LEASE FOR NEW MEXICO JUNIOR COLLEGE**

**I. ORGANIZATION STRUCTURE:**

Lea County Student Housing, LLC, ("Student Housing") is a New Mexico limited liability company. A copy of the Articles of Organization for Student Housing is attached hereto as Exhibit "A" and incorporated herein by reference as if set out in full herein. Student Housing was formed to provide an entity to enter into contracts and agreements and to help promote suitable housing for students. Attached hereto as Exhibit "B" is the required Vendor Data form for Student Housing.

The sole owner and member of Student Housing is New Mexico Junior College Foundation, ("Foundation") a New Mexico nonprofit corporation. Foundation was incorporated in 1969 and has as one of its primary goals to encourage and promote college education and technical training at New Mexico Junior College. The Foundation's board is composed of members from the different communities in Lea County, New Mexico that bring a vast array of experience to the board and the Foundation.

**II. PROPOSAL FOR GROUND LEASE FOR NEW MEXICO JUNIOR COLLEGE**


Student Housing proposes to enter into a lease with New Mexico Junior College for two tracts of land of approximately 5.13 acres, more or less, of land together with a non-exclusive easement for access and utilities over, and along a strip of land and non-exclusive utility easements over, under and along those parcels of land on the NMJC campus as more fully described in the Request for Proposal #80.

The purpose of the lease would be for the purpose of developing, constructing, operating and leasing student housing facilities.

Student Housing proposes to pay New Mexico Junior College two hundred dollars per year as rental for the land. Student Housing further proposes to enter into a lease with New Mexico Junior College in the form of Exhibit "C" attached hereto and incorporated herein by reference as if set out in full ("Proposed Lease"). The terms and conditions set forth in the Proposed Lease are an integral part of this response and all terms and conditions thereof form a part of this response and are to be considered in evaluating this response.

Respectfully submitted,

Lea County Student Housing, LLC  
by: New Mexico Junior College Foundation

Member  
By:   
\_\_\_\_\_  
Zane Bergman, Vice President

**Request for Proposal #80**

**Board Documents**

**Evaluation and Recommendation**

Proposal Evaluation Criteria:

Section Number	Section Title	Percent	Percent Assigned
I	Firm commitment to the College to utilize the land for student housing facilities	40%	40%
II	Organization structure of the Offeror	30%	30%
III	Fulfilled terms and conditions	30%	30%
Total		100%	100%

**The Evaluation Committee comprised the following college administrators:**

- Dan Hardin, Vice President of Finance**
- Regina Organ, Vice President of Student Services**
- Lance Caviness, Director of Student Housing**

## Specifications for the Ground Lease for New Mexico Junior College

### Section One: Introduction

#### A. College Background

New Mexico Junior College is a two-year public college located in Hobbs, New Mexico. The service area for the Institution encompasses the area of south east New Mexico and serves students in Lea County, New Mexico, and Gaines and Yoakum Counties in Texas.

The college was founded in 1965 as the first junior college in the state of New Mexico. Today, New Mexico Junior College is a state supported regional, co-educational institution with an enrollment of more than 3,200 students each semester. The campus covers 244 landscaped acres and boasts a well-rounded, diverse and competitive athletic program.

NMJC has an open admission policy and is fully accredited by the North Central Association of Colleges and Schools and various other professional accrediting agencies. Educational programs in vocational, liberal arts, and professional areas are offered to meet the post-secondary educational needs of the community and surrounding areas.

Two residence halls, T-Bird and Zia, are owned and operated by the College. These are traditional dormitory structures and feature double occupancy rooms that share a connecting bath. Each has a capacity of 98 students with a resident manager apartment. New Mexico Junior College plans to continue the operation of both dorms.

#### B. Scope of Proposal

In accordance with the New Mexico Procurement Statutes, New Mexico Junior College is pleased to present this opportunity in soliciting Proposals for a ground lease agreement between New Mexico Junior College ("Lessor") and an Offeror ("Lessee") for two (2) tracts of approximately 5.13 more or less acres of land together with a non-exclusive easement for access and utilities over, and along a strip of land and non-exclusive utility easements over, under and along those parcels of land on the NMJC campus ("Campus"). Lessor deems it is best that a portion of the Campus be leased to Lessee for the purpose of developing, constructing, operating and leasing student housing facilities. (A site plan is included as "Attachment A" of this Request for Proposal.) The property designated for the ground lease is located at the corner of Millen Drive and Rodeo Road, on the New Mexico Junior College campus.

**C. Objectives**

The objective of New Mexico Junior College in issuing this Request for Proposal is to obtain a lessee for the aforementioned property for the purpose of student housing facilities.

**D. Conditions**

New Mexico Junior College will not make any rent, subsidies, debt service or other financial guarantees for any contracts which may result from a project pursuant to this RFP.

**TERM:** This lease shall commence on date the lease is signed by Lessee ("Awarded Lessee") and Lessor ("N MJC") and remain in full force and effect for a term ("Term") of thirty-eight years (38) commencing from the date the lease is signed by Lessee and Lessor and ending on the same day within the same month as commencement in the year 2042.

Proposer shall not discriminate against any prospective tenant, tenant, employee, or applicant for employment because of race, color, age, religion, ancestry, sex, national origin, local custom, or sexual orientation.

All contracts involving the College, Proposer and/or third persons shall comply with Federal, State, and local laws, ordinances, rules, and regulations. Proposer shall be responsible for compliance with Federal, State, and local laws, ordinances, rules, regulations and orders in the design, financing, construction, operation, maintenance, and management of the project.

Any and all costs incurred by the Proposer in preparation of its proposal will be at "no charge" to the College.

The College will not be obligated to return any proposals submitted and such proposals become the property of the College.

Proposals may not be withdrawn after the specified opening date and specified time.

**E. Proposed Calendar of Events**

The College expects to adhere to the following schedule in undertaking the selection process; however, the selection of the successful Proposer is subject to the approval of the New Mexico Junior College Board of Trustees, and this schedule is subject to modification at the sole and absolute discretion of the College.



Request for Proposal Issued: February 2, 2004  
Proposal Opening: February 13, 10:00 a.m. MST  
Anticipated Announcement of Award: February 19, 2004

## **Section Two – General Terms & Conditions**

### **A. Instructions to Proposers**

1. Failure to comply with all of the following terms and conditions may subject proposal to rejection. Successful Proposer shall agree to, and comply with the Terms and Conditions, Vendor Data Sheet and Proposal Form.
2. Delivery of Proposal: All proposals shall be **sealed**, addressed and delivered to: New Mexico Junior College, Administration Building - Business Office - Coordinator of Purchasing, 5317 Lovington Highway, Hobbs, New Mexico 88240. Attach the enclosed label on the outside of the envelope.
3. Timeliness: It is the Proposer's responsibility to ensure his/her proposal arrives at the proper place **prior** to the designated opening date/time. Late proposals will not be considered. Telephone proposals, faxes and telegrams will not be accepted. Proposals delivered to the wrong location will not be considered.
4. Prices/Signatures: Each contractor is to submit his/her proposal price on the form(s) provided by NMJC. The form must be fully completed and must bear the original signature of the contractor's authorized representative.
5. Tax: All prices shall **exclude** applicable sales or gross receipts taxes. NMJC pays gross receipts or sales tax on services and construction materials included as part of a construction service. Non-taxable transaction certificates will be issued upon request.
6. Specifications: The attached proposal specifications indicate a minimum standard of quality, performance or other pertinent characteristics of the item(s) being proposed. All options, variations or exceptions to specifications must be clearly listed by the contractor. After examination and comparison of specifications, New Mexico Junior College reserves the right to make the selection.
7. Signature: For a proposal to be considered, it must bear the original signature of the Proposer.
8. Clarifications: Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the persons shown on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications made by the college may only be made in writing as an addendum to be considered as part of this Request for Proposal.
9. Number of Copies: Submit the number of copies of your proposal and all supporting

documents stated on the cover sheet. Failure to submit the required original and copy may result in your proposal being considered non-responsive.

10. Failure to Respond: NMJC reserves the right to remove from its bidder lists the names of vendors who do not respond to Requests for Proposals. A response marked "No Proposal" will not ensure retention on the bidder list.

11. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. All information except that classified as confidential, will become public information at the time the proposal is opened. Price and information concerning the specifications cannot be considered confidential.

12. Residential Preference: In evaluating prices for purchases over \$5,000 using State funds, a state residential and/or manufacturers preference of 5% will be used in compliance with Section 13-1-21 and Section 13-1-22 of the New Mexico Statutes 1978 Annotated, Chapter 13, for those vendors indicating the state number on the vendor data form. A preference may not be used when the expenditure involves Federal funds.

13. Irregularities: NMJC reserves the right to waive technical irregularities in the form of the proposals which do not alter price, quality or quantity and to reject any or all proposals when it is in the best interest of the College to do so.

14. Statutory Regulations: New Mexico criminal statutes impose felony penalties for bribes, gratuities, or kickbacks used in the procurement process. In addition, the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA imposes civil and criminal penalties for its violations.

15. Proposals shall be evaluated according to factors set forth on the Evaluation Criteria sheet included as part of this Request for Proposals. Each factor shall be given the weight indicated.

16. New Mexico Junior College contemplates the award of the contract by February 19, 2004, to the contractor which by his/her proposal offers the most advantages to the College.

17. In submitting a proposal, the bidder agrees to draft and execute a contract incorporating the General Terms and Conditions, Bid Proposal and Specifications, which collectively shall constitute the contract. Refusal to do so will result in rejection of the bid.

18. It is strongly recommended that all Proposers inspect the site **prior** to submitting their proposals in order to determine all requirements associated with the Request for Proposal. Failure to inspect shall not relieve the Proposer from the necessity of furnishing and installing without additional cost to the College, materials and equipment or performing any labor that may be required to carry out the intent of the contract.

Site visits may be scheduled by calling Lance Caviness, Director of Student Life at (505) 392-5492, ext 528.

19. The College may modify the written RFP prior to the date fixed for submission of the proposals, by issuance of written addenda to all parties who acquire a RFP. Any supplemental instructions or interpretations of the meaning of the RFP will be made in the form of a written addenda to the RFP which, if issued, will be sent to the Proposers within a period of 72 hours prior to the published time for the opening of proposals, excluding Saturdays, Sundays, and any other College holiday or breaks.

20. It is agreed that proposals accepted for consideration by New Mexico Junior College shall be valid for a period of 120 calendar days and may not be withdrawn after the specified closing date and time for a period of 120 calendar days.

21. Proposals not conforming to the RFP requirements will be rejected without further consideration or evaluation. Variations, if any, will be implemented at the sole discretion of the College, and will apply equally to all prospective proposals. Each Proposer is solely responsible for the accuracy and completeness of its proposal. Errors and omissions may be grounds for rejection, or may be interpreted in favor of the College. The College will have the right to waive formalities, and reserves the right to reject any and all proposals for any reason.

22. The successful Proposer will execute a contract with the College, the contents of which must be acceptable to the College.

23. Any agreement resulting from this RFP will be governed and construed accordingly to the laws of the State of New Mexico.

24. The College will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges from this contract. The successful Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the College.

25. No subordination of land will be required of the College.

26. The Proposer assumes the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Proposer, her/his Sub-Contractors, and their agents, servants, and employees, including losses, expenses, or damages sustained by the College. The Proposer hereby undertakes and agrees to indemnify and hold harmless the College, its Board of Trustees, officers, employees, and agents; individually and collectively, from any and all such losses, expenses, damages, and claims, and shall defend any suit or action brought against them, or any of them, based on such alleged injury (including death) or

damage (including loss of use), shall pay all damages, judgments, costs, and expenses, including attorneys' fees in connection with said demands and claims.

27. The Proposer shall obtain all required permits and regulatory approvals, and negotiate and execute all required agreements as needed.

28. Selection of a successful Proposer does not mean that all aspects of a proposal are acceptable to the College. The College retains the right to modify the terms and conditions in the land lease agreement or reject terms and conditions proposed by the successful Proposer prior to the execution of the Contract as it, in its sole discretion deems necessary to ensure a satisfactory project.

29. It is always the intent of New Mexico Junior College to purchase proper and adequate services or tangible items at the best value, for the best interest of the constituents of the New Mexico Junior College District and the taxpayers of New Mexico.

30. New Mexico Junior College may award on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Proposers. For purposes of negotiation, New Mexico Junior College may establish a competitive range of acceptable or potentially acceptable proposals comprising the highest rated proposals. After the submission of a proposal, but before making an award, New Mexico Junior College may permit a Proposer to revise its proposal in order to obtain the Proposer's "best and final offer". In conducting such discussions, New Mexico Junior College shall, to the extent permitted by law, not disclose any information from the proposals submitted by a competing Proposer. If New Mexico Junior College elects to accept a proposal, it will award to the Proposer whose proposal provides the best value to the College, as determined by New Mexico Junior College and the New Mexico Junior College Board of Trustees based upon a thorough evaluation of all factors set forth in this RFP. The New Mexico Junior College Board of Trustees retains the right to modify the terms and conditions in the Proposal for student housing or reject terms and conditions proposed by the successful Proposer prior to the execution of the contract if it, in its sole discretion, deems necessary to ensure a satisfactory project.

NEW MEXICO JUNIOR COLLEGE  
Personnel Recommendation for Board Consideration



The following candidate is being recommended for employment as follows: Date 2-11-04

Candidate's name Thomas E. Rice

Position title Coordinator of Events/Audio Visual Services

New position  Existing position Classification  Faculty  Professional  Other \_\_\_\_\_

Is candidate related to another NMJC employee?  yes  no If so, to whom John Rice

Effective date of employment February 23, 2004 Standard contract length  12 mos.  9 mos.  other \_\_\_\_\_

Funding source NMJC Operating Budget

Paid advertising beyond \*standard \_\_\_\_\_  
(\* Standard: The Hobbs News-Sun, Direct Mail to approximately 51 colleges in a 5-state region, NM Dept. of Labor, NMJC Website, KLMA Radio & Lubbock TX Workforce Development Website)

Posted salary range \$17,829 to \$22,286 Recommended annual salary \$23,500.00 Prorated salary  yes  no  
(Employment date through June 30)

Account number(s) with respective % allocation(s) 1-2042-12-630

Recommended and approved by:  
Supervisor *Sam Oswald* Dean/Director *Sam Oswald*

Vice President \_\_\_\_\_ President *Steve McCreary*

Selection Committee Members: Randy Cook Randy Johns  
Angie McConal Richard Morris  
Sam Oswald Tim Perry

Comments: Mr. Rice meets and/or exceeds the minimum qualifications for this position.

## ABBREVIATED RESUME

### Position

Coordinator of Events/Audio Visual Services

### Personal Data

Name: Thomas E. Rice

### Education

B.A., Bowling Green State University, Bowling Green, OH, 1995

### Professional Experience

Quest Staffing, Hobbs, NM Temporary Laborer	12/03 to Present
Truckwell of Alaska, Anchorage, AK Yard Manager	7/03 to 10/03
Arctic Beauty Supply, Anchorage, AK Delivery Drivery	7/02 to 1/03
Linford of Alaska, Anchorage, AK Delivery Driver	2/99 to 7/02
LSG Skychefs, Anchorage, AK Storekeeper	1/97 to 2/99
International Total Services, Anchorage, AK Part-time Pre-Boarding Screener (Airport Security)	3/97 to 5/97
National Park Service, Denali, AK Summer Law Enforcement Ranger	4/96 to 9/96
TW Recreational Services, Yellowstone National Park, WY Assistant Food and Beverage Manager	5/93 to 4/96
Bowling Green State University, Bowling Green, OH Part-time Student Workstudy Audio/Visual Specialist	Fall 91 to Fall 95

### Certifications/Organizations/Awards

Law Enforcement Certification, National Ranger Training Institute, Hocking College, 1996



# New Mexico Junior College

## Career Opportunities

### Position Announcement • January 2004

**Position Title:** Coordinator of Events/Audio Visual Services

**Position Description:** The Coordinator of Events/Audio Visual Services reports to the Dean of Continuing Education/Community Services. The duties and responsibilities shall be, but are not limited to, the following: (1) actively participate in the coordination of events on the campus of New Mexico Junior College. Provide a positive image for NMJC through a neat and professional appearance, a positive attitude and a non-judgmental approach to patrons needs/requests for services; (2) Assist as directed with the promotion of credit, non-credit programming and special events on campus; (3) Coordinate in the management and repair of audio/visual software/hardware so that it is accessible and meets the instructional needs of NMJC; (4) Consulting with faculty via the Dean of CE/CS, develop long and short range needs for the acquisition of instructional support equipment, make recommendations and implement process in the care/upkeep and replacement of equipment; (5) Provide media creation/duplication services; (6) Supervise and provide services for the distribution of telecollege to area communities; (7) Serve as liaison/support with the ENMU ITV Monitors and other external entities utilizing college facilities and/or equipment; (8) Supervise any personnel that may be assigned to assist the Coordinator of Events/Audio Visual Services; (9) Communicate regularly with the Dean of CE/CS with reports of campus activities, community use of facilities and department needs; (10) Maintain an up to date database of all Events/Audio Visual equipment and software; (11) Maintain equipment as per service maintenance and repairs using database tracking system; (12) Maintain the campus facility reservation database and master calendar of reservations, work orders and events; (13) Prepare a year-end year report of facility usage for NMJC's report to CHE; (14) Facilitate weekly events planning committee meeting to ensure proper communication and awareness of upcoming weekly events; (15) Communicate daily with other campus support areas; (16) Assist Public Relations/Marketing Writer/Editor with the College Events Calendar; (17) Accept other duties as assigned by the Dean of CE/CS, Vice President for Instruction and/or the President; and (18) nothing contained herein shall limit the President in assigning the employee to any college activity for which he/she would be qualified in order to meet the needs of New Mexico Junior College.

**Qualifications:** Associate degree or equivalent required. Bachelor's degree preferred. All degrees must be from a regionally accredited institution. Demonstrable knowledge of and experience with personal computers and audio visual equipment, especially in an educational environment required. Computer networking a plus. Organizational skills and an ability to work effectively with faculty, staff and the community required. May need to be flexible in setting work hours. Computer proficiency required.

**Salary/Benefits:** This is a 12-month professional position with a starting salary range of \$17,829 to \$22,286 and is commensurate with education and experience. Standard NMJC benefits apply. NOTE: NMJC does not participate in social security deductions.

**Application Deadline:** January 14, 2004, at 5:00 p.m. MST. To ensure consideration, all application materials must be received by the deadline. Please do not send any application materials via e-mail.

**To Apply:** Submit NMJC application form, letter of application, resume, unofficial transcripts (official transcripts required prior to employment), and three or more letters of reference to:

**Lisa Brown**  
**Director of Human Resources**  
**New Mexico Junior College**  
**5317 Lovington Highway**  
**Hobbs, NM 88240**

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**"Equal Opportunity Education and Employment"**

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## APPLICANT LIST

**Position:** Coordinator of Events/Audio Visual Services

<b><u>Applicant</u></b>	<b><u>Interview</u></b>	<b><u>Offer</u></b>	<b><u>Remarks</u></b>
Smith, Ted	No	No	
Rice, Thomas	Yes	Yes	Start date: pending Board approval.
Sigler, Donald	No	No	
Evans, Derelle	No	No	Incomplete application materials.
Castillo, Rhonda	Yes	No	
Hamm, Jerry	Yes	No	Withdrew application.
Garcia, Jennifer	No	No	