

ROSWELL INDEPENDENT SCHOOL DISTRICT
P.O. Box 1437
Roswell, New Mexico 88202-1437

General Proposal Conditions

RFP # 20-02 E-Rate Form 470 WAN Services – Data Connectivity Lines

SEALED PROPOSALS will be opened at the Roswell Independent School District, 300 N. Kentucky, Roswell, NM 88201, Room 201 on **January 8, 2020 @ 2:00pm local time.**

ACCEPTANCE OF CONDITIONS OF PROPOSAL:

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the following general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Signature of Owner, Partner, Officer of Authorized Agent
(NOTE: TO BE A VALID PROPOSAL, VENDOR MUST SIGN HERE)

Mailing Address of Firm

E-Mail Address

City, State and Zip Code

Telephone Number of Firm

New Mexico Bidder's Number

GENERAL PROPOSAL CONDITIONS

All proposals must be sealed and adequately identified on the face of the envelope. All proposals must be received by the procurement officer on or before **January 8, 2020 @ 2:00pm local time.** It is anticipated that award will be made no later than **February 12, 2020.** The School District reserves the right to accept or reject any or all proposals and to waive any formalities. This inquiry implies no obligation on the part of the District, nor does the District's silence imply any acceptance or rejection of any proposal offer.

No employee of the district shall have a direct financial interest in any contract with the District, nor shall an employee have a direct financial interest in the sale to the District of any land, equipment, supplies and materials or service. Any violation of this will render the contract void, unless such contract of sale is approved by the Board of Education after full disclosure.

Proposals will not be opened publicly but shall be opened in the presence of the procurement officer and/or one or more District official. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date.

The following criminal laws of the State of New Mexico specifically prohibit bribes, gratuities and kick-backs; 30-24-1 to 30-24-3 NMSA 1978, and 30-24-2 NMSA 1978.

It is understood and agreed upon that the delivery date and/or date of service after award of contract is the offeror's best offer. In its acceptance, the School District is relying on the promised delivery date as material and basic to its acceptance. In the event the contractor fails to deliver as and when promised, the School District reserves the right to cancel its contract and offeror agrees that the School District may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.

In the event any service delivered hereunder is covered by any patent, copy-right, trademark, or application thereof, the seller will indemnify and hold harmless the School District from any and all losses, costs, expenses, and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such service or article violation, infringement or the like, or rights under such patent, copyright, trademark or application.

The School District will not be responsible for any service performed without its purchase order or contract, signed by the authorized procurement officer.

The contractor shall comply with all federal, state and local laws, ordinances and regulations pertaining to work under his charge and shall bear all expenses associated with such compliance.

Resident Certification according to New Mexico State Statute Section 13-1-21, 13-1-22 and 13-4-2 NMSA 1978: Proposals received with the resident business/contractor certificate will be awarded with five percent of the total weight of all the factors used in evaluating the proposals. If the contract is awarded based on a point-based system, a resident business/contractor shall be awarded the equivalent of five percent of the total possible points to be awarded. To receive a resident preference, the business/contractor must submit a copy of a valid resident business/contractor certificate issued by the taxation and revenue department with their proposal. This section shall not apply when federal funds will be used.

When gross receipts and local option taxes are applicable, they should not be included in the proposal price, but should be shown as a separate amount on each billing or request for payment made under the contract.

This proposal may be renewed annually for a period up to three (3) years by agreement of both parties. (The original year, plus renewal of three years, for a total of four years) Any agreement resulting from this proposal may be terminated after a 30 day written notification to the operating address of either party.

This proposal may be made available for use by other Education Institutions and Central Purchasing Offices within the State of New Mexico as called for in 13-1-129 NMSA.

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

The Contractor is required to carry general liability insurance in the amount of \$1,000,000 and shall provide the District with a Certificate of Insurance.

The enclosed CAMPAIGN CONTRIBUTION DISCLOSURE FORM must be completed and submitted as part of the proposal. Appendix C.

Upon notification of award, the service provider shall execute the District Agreement for Independent Contractor Services contract, sample attached.

NEGOTIATIONS AND AWARD

Proposals may be modified or withdrawn prior to the established due date. The established due date is either the time and date announced for receipt of proposals or receipt of modifications to proposals, if any; or if discussions have begun, it is the time and date by which best and final offers must be submitted, provided that only offerors who submitted proposals by the time announced for receipt of proposals may submit best and final offers.

The Board reserves the right to negotiate with any or all offerors who submit proposals determined to be acceptable or potentially acceptable.

Negotiations may be held to: (1) promote understanding of the Board's requirements and offerors's proposals, and (2) facilitate arriving at a contract that will be most advantageous to the Board taking into consideration the evaluation factors set forth in the Request for Proposals.

The procurement officer will establish procedures and schedules for conducting negotiations. If during negotiations there is a need for any substantial clarification or change in the Request for Proposals, the request shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations for professional services shall be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

The evaluation shall be based on the evaluation factors and the relative weights set forth in the Request for Proposals. Rating systems shall be used in accordance with state statute. Factors not specified in the Request for Proposals shall not be considered.

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to the District, taking into consideration the evaluation factors set forth in the Request for Proposals. The award of a contract for professional services will be made based upon criteria which include price.

Any bidder, offeror or proposer who is aggrieved in connection with procurement may protest to the central purchasing office. The protest shall be submitted in writing within fifteen calendar days after the facts or occurrences giving rise thereto.

Unsigned proposals will not be accepted.

ROSWELL INDEPENDENT SCHOOL DISTRICT
ROSWELL, NEW MEXICO
Specific Objectives and Specifications

**RFP # 20-02 E-Rate Form 470 WAN Services – Data Connectivity Lines OPEN DATE:
January 8, 2020 @ 2:00pm local time.**

The Roswell Independent School District (RISD) is requesting proposals from reputable firms interested in providing services described herein. Responses will be evaluated for the purpose of obtaining required services from the offeror submitting the highest ranked proposal based on criteria stated herein.

SELECTION SCHEDULE

Schedule is subject to change at the discretion of the District.

RFP Release Date: November 20, 2019

Questions Due: December 4, 2019

Responses to Questions: December 6, 2019

Submittals Due: January 8, 2020 at 2:00pm Local Time

Successful Proposer Notified: Estimated February 12, 2020

I. Scope and Conditions of Objectives

1. RISD is requesting proposals for data connectivity services from the locations listed below to AESC at 300 N. Kentucky. These sites currently are connected to AESC via 1 Gigabit Fiber. To provide adequate bandwidth for current and future applications, RISD is requesting incremental pricing for 1 Gigabit to 10 Gigabit links to all locations.

Goddard High School – 701 E. Country Club

Roswell High School – 500 W. Hobbs

University High School - 25 Martin (RIAC)

Berrendo Middle - 800 Marion Richards

Mesa Middle - 1601 E. Bland Ave.

Mt. View Middle - 312 E. Mt. View

Sierra Middle - 601 S. Sycamore

Berrendo Elementary - 505 W. Pine Lodge

Del Norte Elementary - 2701 N. Garden

East Grand Plains Elementary - 3773 E. Grand Plains

El Capitan Elementary - 2807 W. Bland Ave.

Military Hts. Elementary - 1900 N. Michigan

Missouri Avenue Elementary - 700 S. Missouri Ave.

Monterrey Elementary - 910 W. Gayle

Nancy Lopez Elementary - 1208 E. Bland Ave.

Pecos Elementary - 600 E. Hobbs

Sunset Elementary - 606 W. O'Conner

Valley View Elementary - 1400 S. Washington Ave.

Washington Avenue Elementary - 408 N. Washington Ave.

Parkview Early Literacy – 1700 W. Alameda Ave.

Creative Learning Center – 200 W. Chisum
Central Receiving – 508 W. College
Sidney Gutierrez Middle School – 69 Gail Harris St.

All questions concerning this request may be directed to Royce Braggs at the RISD Administrative and Educational Services Building address, 575-627-2521.

2. Offerors should provide pricing for each location listed above.
3. Offerors must have the ability to respond to any interruptions of service within four (4) hours.
4. Offerors will provide an Ethernet connection to all District switching equipment. Connection type (Copper, Fiber, SFP+ Twinax, etc.) to be negotiated.
5. Offerors will provide references.
6. Offerors will provide a timeline for connections to be operational.

II. REQUIRED PROPOSAL SUBMITTALS

1. Offerors shall provide four (4) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin; a maximum of 15 pages, not including front and back covers.
2. Offerors shall provide evidence of general liability insurance with a minimum of \$1,000,000 coverage; worker's compensation insurance and builder's risk insurance.
3. Offerors shall complete and attach a Form W-9 and Campaign Contribution Disclosure Form to the proposal (both forms are attached).
4. Offerors understand that the Roswell Independent School District will require that a contract between the parties is executed (attached). A copy of the offeror's agreement document that details the specific terms, conditions, services offered, fees and any other understandings that will be agreed upon between the School District and the offeror.
5. Offerors must have a Service Provider Identification Number (SPIN) and be a qualified service provider. Responses must separate costs of eligible and ineligible items.

III. Evaluation Factors

1. Only responses that include the required submittals as specified in Section II above will be evaluated for award purposes.
2. Incomplete responses will be determined as "non-responsive" and will not be acceptable for award consideration.
3. All responsive qualification statements/submittals received shall be evaluated based on the following criteria:

- a. Total Costs:
 - a. E-Rate Eligible Costs 40 points
 - b. E-Rate Non-Eligible Costs 10 points
- b. Specialized technical competence of the business regarding the type of services required 20 points
- c. Proposal Meets District Objectives 10 points
- d. Past record of performance on contracts with respect to such factors as control of costs, quality of work and ability to meet schedules 20 points

IV. Award

1. Evaluations will be conducted by a review committee considering the evaluation factors listed in Section III above. The committee will rank the responses according to their relative merits.
2. Offerors submitting responsive proposals may be offered an opportunity for interview prior to award for the purpose of negotiating the offeror's best and final offer:
 - a. Any substantial revisions must be in writing.
 - b. Proposal information and understandings resulting from any subsequent interviews will be public information after contract award.
 - c. Offerors may request non-disclosure of confidential data.
 - d. Such data will accompany the proposal and will be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal
3. Award will be made by the School District's Board of Education in public session based on recommendations by the review committee.
4. Resulting contract will be for an initial term of one year with annual renewal options for up to three additional years.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ | |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or

APPENDIX C

unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

APPENDIX C

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
(Sample)

THIS AGREEMENT is hereby entered into by the Roswell Independent School District, hereinafter referred to as **DISTRICT** and _____, hereinafter referred to as **INDEPENDENT CONTRACTOR**, pursuant to RFP No. 20-03, the terms of which are incorporated herein.

1. **Scope of Services.**

A. **INDEPENDENT CONTRACTOR** shall provide to the **DISTRICT** the scope of services described on **Exhibit a**". **INDEPENDENT CONTRACTOR** shall provide the **DISTRICT** all related and support services required to carry out the responsibilities and duties described herein.

B. The work completed herein must meet the approval of the **DISTRICT** and shall be subject to the **DISTRICT'S** general right of inspection and supervision to secure the satisfactory completion thereof. **INDEPENDENT CONTRACTOR** agrees to comply with all Federal, State, Municipal and **DISTRICT** laws, rules and regulations that are now, or may in the future become applicable to **INDEPENDENT CONTRACTOR**, **INDEPENDENT CONTRACTOR'S** business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. **INDEPENDENT CONTRACTOR** certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency.

i. The **DISTRICT** shall monitor the work performance and compliance with policies, laws and regulations performed by the **INDEPENDENT CONTRACTOR's** staff at each school site. The **DISTRICT** may request in writing the removal of any employee of the **INDEPENDENT CONTRACTOR** who violates **DISTRICT** policies, procedures, directives or laws and regulations or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee of the **INDEPENDENT CONTRACTOR**, the **INDEPENDENT CONTRACTOR** shall immediately provide a replacement employee without disruption of service.

ii. **INDEPENDENT CONTRACTOR**, as well as its designated employees assigned to the **DISTRICT** pursuant to this Agreement, shall maintain student confidentiality consistent with all applicable laws, regulations, and **DISTRICT** policies, including, but not limited to, the Individuals with Disabilities Education Act, the Family Educational Rights and Privacy Act, and the Health Insurance Portability and Accountability Act.

iii. **INDEPENDENT CONTRACTOR**, including its employee and volunteers, with unsupervised access to students shall be required to undergo criminal background checks and obtain clearance from the **DISTRICT** prior to providing any services under this Agreement.

2. Compensation.

A. Subject to 2B. and 2C., below, payments will be made by **DISTRICT** to **INDEPENDENT CONTRACTOR** in the amounts identified in **Exhibit "B"**. In no event shall the total amount paid as total compensation for services provided pursuant to this contract exceed \$ _____ without prior Board approval. Applicable gross receipts taxes shall be included in all statements billed under this Contract, but gross receipts tax shall be in addition to total compensation.

B. Invoices. **INDEPENDENT CONTRACTOR** shall provide to the **DISTRICT** single monthly billings with supporting invoices detailing the expenses incurred for which payment is requested and a description of the services performed. Each billing shall be certified correct by the **INDEPENDENT CONTRACTOR** as to time and services. If, within thirty (30) days of the date of receipt of certified billing from the **INDEPENDENT CONTRACTOR** the **DISTRICT** finds that the services, construction or items of tangible personal property delivered by **INDEPENDENT CONTRACTOR** are not acceptable, the **DISTRICT** will provide to the **INDEPENDENT CONTRACTOR** a letter of exception explaining the defect or objection along with details of how the **INDEPENDENT CONTRACTOR** may proceed to provide remedial action.

C. Payment. Payments to **INDEPENDENT CONTRACTOR** shall be made by the **DISTRICT** on a monthly basis within fifteen (15) business days of **DISTRICT**'s verification and approval of any billing from **INDEPENDENT CONTRACTOR** as set forth herein. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the **INDEPENDENT CONTRACTOR** at the rate of one and one-half (1 ½%) percent per month. Payments made by mail shall be deemed tendered on the date such payment is post-marked.

D. Costs. The **DISTRICT** shall reimburse **INDEPENDENT CONTRACTOR** only for expenses reasonably and necessarily incurred in the performance of services by **INDEPENDENT CONTRACTOR** as set forth in this Agreement. Such reimbursed expenses shall be limited to the reimbursable expenses set forth in Exhibit B hereto unless prior written approval is obtained by **INDEPENDENT CONTRACTOR** as to any unlisted expenses for which **INDEPENDENT CONTRACTOR** seeks reimbursement.

3. Term of Contract.

A. The initial term of this contract shall commence on July 1, 2020, and terminate at the close of the day on June 30, 2021, provided that this Agreement may be renewed by the parties for up to 3 additional terms of 12 months each, if agreeable to both parties. This Agreement may be terminated by either party after thirty (30) days written notice is given the other party to this Agreement at any time, regardless of the term of the contract. By such termination, neither party may nullify obligations or liabilities for performance or failure to perform incurred prior to the date of termination.

B. Notwithstanding the provisions of Paragraph A, above, the terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this Agreement in the fiscal year

which begins July 1, 2020, and in succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this Agreement shall terminate upon seven (7) days written notice from **DISTRICT** to **INDEPENDENT CONTRACTOR**, provided that by such termination neither party may nullify obligations or liabilities for performance or failure to perform incurred prior to the date of termination. **DISTRICT**'s decision as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. Termination of this Agreement for lack of sufficient appropriations shall not constitute a termination for fault of the **DISTRICT**. The parties further agree that **DISTRICT**'s sole obligation to pay, in the event this Agreement is terminated for lack of sufficient appropriations, is the obligation to pay **INDEPENDENT CONTRACTOR** for work performed and approved for payment prior to notice of termination unless otherwise modified in writing by the parties.

4. Status of Independent Contractor. **INDEPENDENT CONTRACTOR**, its agents and employees, are independent contractors performing services for the **DISTRICT** pursuant to RFP No. 20-03 and are not employees of the **DISTRICT**. **INDEPENDENT CONTRACTOR**, its agents and employees shall not accrue leave, retirement, insurance, or other benefits provided to **DISTRICT** employees as a result of this Agreement. **INDEPENDENT CONTRACTOR** shall furnish at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

5. Insurance. **INDEPENDENT CONTRACTOR** shall provide **DISTRICT** with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage's and/or Builder's Risk; worker's compensation and unemployment insurance in the amounts required by New Mexico law; and other insurance coverage as required by the **RFP No. 20-03**. The insurance coverage must be in full force and in effect during the agreement term and shall name the **DISTRICT** as an additional insured. The **INDEPENDENT CONTRACTOR** must provide updated insurance certificates to the **DISTRICT**, all of which are attached hereto as **Exhibit "C"**.

6. Indemnification. The **INDEPENDENT CONTRACTOR** shall indemnify the Board, its individual members, officers, agents and employees from any and all liability, loss or damage including costs and attorneys fees, they, or any of them, may suffer or be subject to as a result of claims, demands, costs or judgments of parties other than the **INDEPENDENT CONTRACTOR** against Board and **DISTRICT**, its individual members, officers, agents or employees arising out of **INDEPENDENT CONTRACTOR**'s performance of or failure to perform its duties or obligations under this Agreement, regardless of whether the liability, loss or damage is caused by, or arises out of, the negligence of **INDEPENDENT CONTRACTOR**, its individual officers, agents or employees or otherwise.

7. Assignment. **INDEPENDENT CONTRACTOR** shall not assign or transfer any interest in this Agreement or assign any claims for money due, or to become due, under this Agreement without the prior written approval of the **DISTRICT**.

8. Subcontracting. **INDEPENDENT CONTRACTOR** shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the **DISTRICT**.

9. **Records and Audits.** **INDEPENDENT CONTRACTOR** shall maintain detailed time and expense records which indicate the date, time and nature of the services rendered to the **DISTRICT**, or expenses incurred on behalf of the **DISTRICT** and the **DISTRICT** shall, upon giving reasonable notice, have the right to review the records kept by **INDEPENDENT CONTRACTOR**. **INDEPENDENT CONTRACTOR** shall maintain such records for a period of at least three years following termination of this Agreement.

10. **Conflict of Interest.** **INDEPENDENT CONTRACTOR** warrants that it has no known current interest and does not anticipate that it will acquire any interest which directly or indirectly would conflict in any manner or degree with the performance of services under this Agreement.

11. **Product of Service, Copyright.** Nothing produced, in whole or in part, by **INDEPENDENT CONTRACTOR** under this Agreement shall be the subject of an application for copyright by, or on behalf of, **INDEPENDENT CONTRACTOR**, without the prior written approval of the Institute.

12. **Amendment.** Any material change in the terms of this Agreement shall be deemed an amendment, and any amendment shall be void unless made in writing and signed by both the parties.

13. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico. In the event any suit is brought to enforce this Agreement, venue shall be in Chaves County, New Mexico.

14. **Scope of Agreement, Merger.** This Agreement incorporates all agreements and understandings between the parties about the subject matter; all prior representations, agreements and understandings have been merged into this written Agreement and they shall not be enforceable or valid unless contained in this Agreement.

15. **Waiver.** No waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Recommended by: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of
, 20 20.

**THE BOARD OF EDUCATION OF THE
ROSWELL INDEPENDENT SCHOOL DISTRICT**

Chris Thweatt, Support Services and Transportation Coordinator

INDEPENDENT CONTRACTOR

By: _____

Title: _____

N.M.G.R.T. No. or
Federal Tax No. _____

**Roswell Independent School District
300 N. Kentucky
Roswell, NM 88201**

Exhibit A

The Independent Contractor shall provide the District all related and support services required to carry out the responsibilities and duties described herein:

**Roswell Independent School District
300 N. Kentucky
Roswell, NM 88201**

Exhibit B

The District will make payment(s) to the Independent Contractor per the amounts identified herein:

IF MAILING YOUR PROPOSAL

Mail to the following address:

Roswell Independent School District
300 N. Kentucky
Room 201
ATTN: Chris Thweatt
Roswell, NM 88201

IF SENDING YOUR PROPOSAL UPS/FEDERAL EXPRESS, ETC.

Send to the following address:

Roswell Independent School District
300 N. Kentucky
Room 201
ATTN: Chris Thweatt
Roswell, NM 88201
575-627-2528