

CITY OF ROSWELL
PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

RFP: 24-009 (2ND POSTING)

AIR SERVICE DEVELOPMENT AND CONSULTING SERVICES

RFP Issue Date: 5/05/2024

**PROPOSAL DUE:
6/04/2024 2:00 PM**

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203**

**CONTACT: ARELY PEEK
PURCHASING DEPARTMENT
575.637.6299
A.PEEK@ROSWELL-NM.GOV**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Roswell is seeking proposals from a qualified Air Service Development Consultants to provide Air Service Development and Consulting Services for the Roswell Air Center (ROW).

B. BACKGROUND INFORMATION

The Roswell Air Center (ROW) is owned and operated by the City of Roswell, NM. The airport is governed by a ten-person City Council. The catchment area has population base of approximately 145,000 in Chaves and the surrounding counties. Roswell is located on the northwest edge of the Permian Basin, making ROW the gateway to Southeast New Mexico oil business as well as the many tourisms destination in the area. Additionally, the Airport is one of the larges airliner storage facilities in the world with four maintenance companies and tan aircraft painting business located on site.

The 29,000 square foot passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up queuing area, security office, security checkpoint, lounge, café, car rentals and a museum on the first floor. Passengers board/de-board from ground level. Airport administrative and security offices and conference rooms are located on the second floor.

Approximately 60,000 passengers enplaned at ROW in 2022, consisting mainly of originating and departing passengers traveling for business. Currently, American Airlines provides two (2) direct flights to/from Dallas/Ft. Worth daily on a year-around basis. The addition of another flight and/or carrier would most likely increase enplanements. Historically, air fare pricing relative to competing regional airports has been a community concern, and the lack of a low-cost carrier has hampered the growth of leisure travel. Leakage to other airports within the region has been a concern.

C. SCOPE OF PROCUREMENT

The initial contract(s) shall begin on August 1, 2024 or as soon as possible thereafter for one (1) year. This contract may be renewed by mutual agreements in annual increments for

a renewal period of one (1) year for up to three (3) renewals, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

D. PROCUREMENT MANAGER

The City has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Arely Peek
CPO, Purchasing Tech
PO Box 1838 Roswell, NM 88203
575.637.6273
a.peek@roswell-nm.gov

The City has designated a Project Manager:

Jennifer Griego
Roswell Air Center Director
575.347.5703 Ext. 2204
j.griego@roswell-nm.gov

All deliveries via express carrier should be addressed as follows:

Arely Peek
Purchasing Department
425 N. Richardson, Roswell, NM 88201

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager and Project Manager in writing/email. **Offerors may contact ONLY the Procurement Manager and Project Manager regarding this solicitation.** Other agency employees do not have the authority to respond on behalf of The City.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" or "Purchasing Agency" means the Purchasing Department, City of Roswell

"City" means the City of Roswell.

“Chief Procurement Officer” or **“CPO”** means the person holding the position as the head of the central procurement office for the City of Roswell whose address follows:

Purchasing Department
425 N. Richardson Roswell, NM 88201

"Contract" or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by The City management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to The City management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Key Personnel” means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, and the Offeror’s company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager” means the person or designee authorized by The City and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or **"RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

<u>Action</u>	<u>Date</u>
1. Issue of RFP	5/05/2024
2. Acknowledgement of Receipt Form	5/15/2024
3. Deadline to Submit Additional Questions	5/15/2024
4. Response to Written Questions/RFP Addendum	5/20/2024
5. Submission of Proposal 2:00 PM	6/04/2024
6. Proposal Evaluation	6/07/2024
7. Recommendation to Committee	6/25/2024
8. Recommendation to Award to City Council	7/11/2024
9. Notice of Award	7/12/2024
10. Protest Deadline	7/28/2024
11. Contract Negotiations/Executed	8/01/2024

*Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by The City and the Purchasing Department.

2. Acknowledgement of Receipt Form

Potential Offerors should return via email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by 5:00 P. M. on the date indicated in the Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the City of Roswell website responses to written questions and any amendments to the RFP.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date indicated in the Sequence of Events.

All written questions shall be addressed to the Procurement Manager and Project Manager (See Section I, Paragraph D).

4. Response to Written Questions via Addendum

Written responses to written questions and any RFP addendum will be distributed on the date indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and submitted with the proposal. **Failure to acknowledge can deem your proposal as non-responsive and will be returned.**

5. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals **SHALL** be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Air Service Development and Consulting Services. Proposals submitted by facsimile or electronically will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee

appointed by the Project Manager. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Recommendation to Committee

The Evaluation Committee will prepare an evaluation report and a recommendation to the City Committee for award of the Project that shall include the average scores and ranking of all Offerors.

8. Recommendation of Award to City Council

If approved at the City Committee, the evaluation report and award recommendation will be presented to the City Council for award of the Project.

9. Notice of Award

Upon approval of Recommendation of Award by City Council, the Chief Procurement Officer shall issue the Notice of Award. Award is contingent upon successful contract negotiations.

10. Protest Period

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the notice of award and will end as of close of business on fifteen (15) days after the Notice of Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Chief Procurement Officer
425 N. Richardson
Roswell, NM 88201

Protests received after the deadline will not be accepted.

11. Contract Negotiations/Execution

The City reserves the right to enter into negotiations with the highest ranked Offeror(s) per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the City will conclude negotiations with the selected firm(s) and begin with the next ranked firm based on final ranking.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with The City. The City will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the

Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978. The cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates the City of Roswell or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in

whole or in part when The City determines such action to be in the best interest of the City of Roswell

11. Sufficient Appropriation

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

12. Legal Review

The City of Roswell requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State New Mexico. The venue shall be Roswell, NM.

14. Basis for Proposal

Only information supplied by The City in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Appendix G "Contract Terms and Conditions". However, the City reserves the right to negotiate with a successful Offeror provision in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City's terms and conditions, as contained in this Section or in Appendix G, that Offeror shall propose specific alternative language to the referenced provisions. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the Offeror's proposal.

The City will consider wording changes to Appendix G, Scope of Work, Duties and

Responsibilities only. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with the City. The City is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between The City and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in this RFP. (See Section I, Paragraph F)

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of The City, meeting its needs adequately.

21. City Rights

The City reserves the right to accept all or a portion of an Offeror's proposal. In addition, The City reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the City of Roswell after the contract has been awarded. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.

24. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror shall have a valid e-mail address to receive this correspondence.

25. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix D). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

26. Campaign Contribution Disclosure Form

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix E).

27. Conflict of Interest Disclosure Form

Each proposal shall be accompanied by a completed Conflict of Interest Disclosure Statement (Please Refer to Appendix F).

28. Non Collusion

The Offeror shall certify that he/she has not either directly or indirectly entered into action in restraint of free, competitive submission of a proposal in connection with this RFP.

29. Additional Required Forms

Each proposal shall include Certificate of Insurance, Vendor Information Form, W-9, Non-Collusion Form, City of Roswell Business License and all valid licenses necessary to perform the work in the State of New Mexico.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

1. Technical Proposal - Offerors shall provide one (1) original and three (3) identical copies of their proposal Binder 1.

2. Cost Proposal – Offerors shall provide one (1) original and three (3) copies of their cost proposal separately sealed.

All of the original binders shall be stamped “original”.

C. PROPOSAL FORMAT AND ORGANIZATION

All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.26 for requirements.
- b. Table of Contents (Binder 1).
- c. Proposal Summary (optional) (Binder 1).
- d. Response to Mandatory Specifications (Binder 1).
 - 1). Offeror’s Company Experience
 - 2). Offeror’s Past Performance/References
 - 3). Proposed Key Personnel Experience
 - 4). Project PlanOther Value Added Services or Options
- e. Campaign Contribution Disclosure Form (Binder 1).
- f. Conflict of Interest Disclosure Form (Binder 1).
- g. Vendor Information form (Binder 1).
- h. W-9 Form (Binder 1).
- i. Certificate of Insurance (Binder 1)
- j. Additional Business Certificates (Binder 1)
- k. Additional Supporting Material (Binder 1)
- l. Certificate of Non-Collusion
- m. Response to the following Mandatory Specifications (Binder 2).
 - 5). Proposed Cost

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. SPECIFICATIONS

A. Detailed Scope of Work

The scope of work shall consist of developing and implementing a comprehensive air service development strategy to maintain, target and increase air service by existing carriers and attracting new carriers to the airport. The Proposer shall demonstrate excellence in market definition and analysis, demographic data gathering and presentation, route analysis, air service proposal analysis including Small Community Air Service Development Program Grants (SCASDP), messaging and airline relationship development.

The Air Service Development and Consulting agreement may include but is not limited to the following services:

A. AIR SERVICE ANALYSIS AND PRESENTATION PREPARATION

- 1. Market Definition and Analysis:** The Proposer shall be able to define and analyze the Airport's air service trade area in multiple ways, including but not limited to, a thorough demographic review of the area, including the ability to obtain employment, level of interest, and travel information from the local business community. The results of this analysis will be summarized in the Air Service Presentation described below. The consultant will be asked to define and analyze ROW catchment area in multiple ways, including through demographic review of the area. The study will include, but is not limited to:
- a) Identification of ROW catchment area both from a geographical and ticket sale perspective
 - b) Demographics of market users
 - c) Leakage to competing airports and destination that leakage is flying to
 - d) Travelers who drove to ROW after arriving at another airport
 - e) Analysis of top 100 markets to include airport used, airline flown and average fare
 - f) Traffic, seats, and average trends and analysis since the start of American Airlines service to DFW
 - g) Domestic and international traffic demand trends
 - h) Revenue per available seat mile (RASM) performance and analysis
- Consultant should be prepared to convert the Demand and Leakage study into airline specific presentations aligned to that airline's strategy. Adding background about the local economy, airport and any incentives, if offered.
- i) Monitoring of airfares at ROW compared to competing airports
 - j) Schedule analysis on an as needed basis, to determine if connections are optimal

k) Monthly key performance indicator (KPI) reporting on traffic, capacity, air fares and operating performance. Traffic analysis should report on three years of load factor. Competing airport performance should be included in the operating performance report.

l) Monthly reporting to include:

- i. average fares in the Top 15 markets relative to competitive airports
- ii. analysis as to whether the airfares are outside of an acceptable range
- iii. Notable changes in capacity and schedules at competitive airports, in particular ABQ, HOB, SAF and LLB.

2. Route Analysis: The Proposer shall be able to analyze route performance and recommend airlines and routes that would be financially viable, which analysis shall be based on, but not limited to, the following lists of considerations:

- i. Historic and forecast traffic volumes, service patterns, and seasons
- ii. Economic profile of historic an/or current commercial aviation services
- iii. Traffic and revenue forecasts for new operations including total passengers, projected load factors, yield analysis, passenger revenue potential, estimated operating costs and potential route profitability.
- iv. Historic and forecast comparative data and analysis showing why the Airport represents a strong opportunity for a targeted carrier to provide service on a specific route.

The results of this Route Analysis will be summarized and presented in the Air Service Development Presentations described below.

3. Air Service Presentation Preparation: The consultant shall develop customizable presentation and messaging materials in various formats for a variety of audiences, including airline planners, airline leadership, community business groups and others and may be required to attend and participate in meetings.

4. Presentation Support: The consultant should expect to prepare three to seven presentations for two annual air service development conferences (i.e., Jumpstart, Routes, etc). The consultant will most likely be asked to join Airport staff during annual conference presentations. The consultant may also be asked to accompany Airport staff to airline headquarter meeting son occasion to assist in making presentations. Travel will be reimbursed at cost for these engagements and is expected to be shared if the consultant is representing multiple airports at a conference or other meetings.

B. ON-CALL SERVICES

The consultant may be called upon to complete specific air service-related tasks. A scope and fee will be agreed to prior to the consultant initializing work on these tasks.

1.Incentive Program: The consultant may be asked to develop specific incentive proposals that are tailored to the airline and specific route being pursued. These

incentives should include both suggested airport contributions and requests from local community groups.

2. Small Community Air Service Development Program Grant Analysis and Proposals: The consultant shall identify and analyze targeted routes for Small Community Air Service Development Program Grant (SCASDP Grants) applications. Consultant shall prepare relevant proposals and applications for SCASDP Grants. Consultant shall support Airport personnel in relevant discussions with the airlines.

3. Ongoing Data and Analysis: The consultant may be called on to provide a scope of services for air service analysis from time-to-time including benchmarking the Airport against similar airports, identifying changes in flight schedules, analyzing changes in the airline industry, marketing ideas etc.

4. Community Relations: On occasion, the consultant may be asked to provide presentations directly to Roswell Community groups to garner support for incentives. Travel will be reimbursed at cost for these engagements.

The following Scope of Services will be completed as part of this agreement over the 12-month period:

1. Passenger Demand Analysis (One per 12-month periods)

The Passenger Demand Analysis (ie., Market Definition and Analysis) will quantify by destination the number of air travelers in the market, including those air travelers that drive to an airport other than ROW to originate the air travel portion of their trip. Passenger Demand Analysis data may be shared with airlines and community groups, and it is the foundation information for air service forecasts and proformas.

2. True Visitation Estimate (One per 12-month period)

This location-based demand analysis uses the strength of the destination's overall visitation as the foundation for identifying air service development opportunities. The output of the True Visitation Estimate will be PowerPoint summary slides, which will include heat maps that illustrate overall demand for the destination, seasonality trends by region and a listing of top domestic markets.

3. Airline Headquarters Meeting (Three per 12-month period)

The Consultant will prepare presentations for and attend three airline headquarters meetings. The Consultant will provide the analysis, preparation, presentation, and consulting services associated with the airline headquarters meeting. Anticipated meetings include American Airlines, and United Airlines.

4. Industry Conferences (Two per 12-month period)

In addition to assisting with conference meetings, the Consultant will prepare custom presentations for each of the meetings at industry conferences highlighting ROW and the

community for use at the conference. The Consultant will complete the presentations the week prior to the date of the conference.

5. Community Meeting (One per 12-month period)

The Consultant will prepare a PowerPoint presentation and participate in a community meeting held in ROW to help educate the key stakeholders on industry changes as well as specifics regarding ROW's air service development strategy. The meeting will also be useful for sharing results after the completion of key air service development tasks.

6. Performance Monitoring (Quarterly, four per 12-month period)

On a quarterly basis, the Consultant will complete quarterly performance monitoring and airfare monitoring. Quarterly performance monitoring will include the following: 1) seats, on board passengers and load factor trends; 2) current and historical passenger market share by airline; 3) year-over-year change in ROW's six-month forward-looking schedules for flights and seats; 4) comparisons to markets of similar size (e.g. population, passengers, seats); 5) load factors for each nonstop market on a quarterly basis; and 6) revenue per available seat mile (RASM) comparisons for each nonstop market for the most recent year ended. The output of this effort will be a Quarterly Performance Monitor report provided in PDF electronically.

7. Airfare Monitor (Monthly)

To monitor airfares at ROW, the Consultant will compare local walk-up business and leisure airfares with airfares at competing airports. The Consultant will compare American Airlines' walk-up, business, and leisure airfares with airfares that American offers at competing airports. This comparison provides the airfare information needed for follow-up communication with the airlines. The Consultant will provide the airfare comparisons electronically in PDF.

8) Additional Services (Up to 10 hours per 12-month period)

Additional services may be requested by ROW that are not described above. Additional services may include but are not limited to: lobbying support with state and federal officials; incentive program review and assistance; the preparation of ad hoc reports; communication with airlines; coordination with ROW; working with ROW staff on air service related tasks; and other elements as identified on an as needed basis.

Additional Authorizations of Service may be issued under the agreement during the term of agreement, as conditions warrant.

B. Mandatory Specifications

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough

narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Offeror's Company Experience

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to air service analysis, planning, airport marketing or other related airport consulting services.

- a. Offerors shall include an overview the company including a summary the company history including the company history of subcontractors, if applicable. The overview shall include type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.
- b. Offerors should include in their proposal documentation describing the extent of their knowledge, experience, resources and expertise as a provider of professional services for air service development and consulting services.
- c. Offerors should include in their proposal their experience with conducting catchment studies and content of studies, developing airport/community partnership strategies Provide recent examples preferably from a similar sized market.
- d. Offerors should include their proposal copies of appropriate professional certifications and/or other documented credentials.

2. Offeror's Company Past Performance/References

Offeror's proposals shall include three external references from clients who are willing to validate the Offeror's past performance on similar contracts. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the services provided and dates the services were provided.

At least **ONE** of the references for the proposed services must be from a site of

comparable or larger size of the City.

3. Offeror's Proposed Key Personnel Experience and Qualifications

Offerors shall submit resumes of all proposed Key Personnel, see Section I paragraph E Definitions, who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the Key Personnel members in relation to the role that member will perform for this contract. The narrative(s) shall include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience

4. Project Plan

Offerors shall submit a thorough implementation plan as part of the proposal. At a minimum, the implementation plan shall include a milestone chart including tasks to be performed, time frame and proposed staff member designated for the completion of each task. The Offeror shall also include a clear understanding of the Scope of Work to be completed.

5. Cost

Offerors shall propose two firm, fixed, fully-loaded hourly rates per service category on the Cost Proposal Form in Appendix B. The on-site firm, fixed, fully-loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed on-site fully-loaded hourly rates shall include travel, per diem. Both hourly rates shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

6. Mandatory Forms

Offerors shall provide all mandatory forms which include: Letter of Transmittal, Vendor Information Form, W9, Certificate of Insurance, Roswell Business License, Campaign Disclosure, Conflict of Interest and Non-Collusion Statement.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each.

FACTOR	POINTS AVAILABLE
1. Company Experience	20
2. Company Past Performance /References	15
3. Proposed Key Personnel Experience	15
4. Project Plan	30
5. Cost	20
6. Mandatory Forms	<u>Pass/Fail</u>
	SUBTOTAL 100

ADDITIONAL OPTIONAL POINTS

Points will be awarded based on Offerors ability to provide a copy of a current Certificates

Resident Business Preference 8% of subtotal

Resident Native American Preference 8% of subtotal

Resident Veterans Preference 10% of subtotal

Resident Native American Veterans Pref. 10% of subtotal

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Company Experience (20 points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of proposed Staff.

2. Company Past Performance/References (15 points)

Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

3. Personnel Experience (15 points)

Points for personnel experience will be awarded based upon an evaluation of each

staff member's experience as it relates to their proposed role and the needs of this contract.

4. Project Plan (30 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as well as the proposed division of work performed.

5. Cost (20 points)

Up to 20 points will be awarded based upon the evaluation of costs proposed. The fee **MUST** be separately sealed and clearly marked.

Additional Optional Points

Resident Business Preference – 8% of the total points available in this RFP will be awarded if the proposal contains a copy the Taxation and Revenue Department's resident business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

Native American Resident Business Preference - A Native American business that has a valid resident business certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22, NMSA 1978 shall receive an 8% preference of the total available points.

Resident Veterans Preference – 10% of the total points available in this RFP will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident veterans businesses with annual revenues of \$3M or less.

Native American Resident Veterans Business Preference - A business that has a valid resident veteran business certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978 shall receive a 10% preference of the total available points.

C. **Evaluation Process**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be

eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to The City, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

AIR SERVICE DEVELOPMENT AND CONSULTING SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 P. M. on May 15, 2024. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and The City's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

ARELY PEEK
PURCHASING DEPARTMENT
425 N. RICHARDSON
575.637.6299
A.PEEK@ROSWELL-NM.GOV

APPENDIX B

COST PROPOSAL FORM

Offeror Name: _____

SERVICE CLASSIFICATION:	HOURLY RATES ON-SITE:	HOURLY RATES OFF-SITE:

APPENDIX C

MANDATORY REQUIREMENTS CHECKLIST

Note: This appendix is completed from the specifications section of the RFP.

Yes / No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix D). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
Yes / No	<p><u>Number of Copies</u></p> <p>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</p> <ol style="list-style-type: none"> 1. Binder 1 - One (1) original and three (3) identical copies of their proposal; 2. Binder 2 - One (1) original and three (3) copies of the response to cost. Must be separately Sealed. <p>The original binders shall be marked “ORIGINAL”.</p> <p>Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Air Service Development and Consulting Services.</p>
Yes / No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u></p> <p>All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.</p> <p>The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.</p> <ol style="list-style-type: none"> a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.26 for requirements. b. Table of Contents (Binder 1). c. Proposal Summary (optional) (Binder 1). d. Response to Mandatory Specifications (Binder 1). <ol style="list-style-type: none"> 1). Offeror’s Company Experience 2). Offeror’s Past Performance/References 3). Proposed Key Personnel Experience 4). Project Plan <p style="margin-left: 40px;">Other Value Added Services or Options</p> e. Campaign Contribution Disclosure Form (Binder 1).

	<ul style="list-style-type: none"> f. Conflict of Interest Disclosure Form (Binder 1). g. Vendor Information form (Binder 1). h. W-9 Form (Binder 1). i. Certificate of Insurance (Binder 1) j. Additional Business Certificates (Binder 1) k. Additional Supporting Material (Binder 1) l. Non-Collusion Statement m. Response to the following Mandatory Specifications (Binder 2). <ul style="list-style-type: none"> 5). Proposed Cost <p>Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.</p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.</p>
	<p style="text-align: center;"><i>SPECIFICATIONS</i> <i>(Mandatory)</i></p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p>
Yes / No	1. <u>Offeror's Company Experience</u>
Yes / No	2. <u>Offeror's Company Past Performance/References</u>
Yes / No	3. <u>Proposed Key Personnel Experience</u>
Yes / No	4. <u>Project Plan</u>
Yes / No	5. <u>Cost</u>

APPENDIX D
LETTER OF TRANSMITTAL FORM

The failure to properly complete all of the items in this form will result in the disqualification of the proposal.

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

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). **(Proposed Offeror)**

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

3. For the person (s) to be contacted for clarifications:

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

4. List Proposed Subcontractors: _____

On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

I agree that this proposal is binding and firm for a period of one hundred twenty (120) days after the due date for receipt of proposals.

_____, 20____
Name: (Type Name)

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

**Name(s) of Applicable Public Official(s): Mayor, Timothy Z. Jennings
Council Members: Juan Oropesa, Cristina A. Arnold, Juliana Halvorson, Will Cavin, Edward “Ed” Heldenbrand, Robert Corn, Matthew Chappell, Darrell Johnson, Angela G. Moore and Carlos Marrujo.**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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)

CONFLICT OF INTEREST DISCLOSURE STATEMENT

All persons either employed by City of Roswell, elected or appointed to a City of Roswell office (including but not limited to any Board, Committee, Section, Council, Society, or Chapter) prior to acceptance and during tenure of that position, shall consider each item of business where they have a vote or decision authority, to determine if a real or perceived conflict exists with the interests of the City. A conflict of interest is defined as any situation in which an employee or member's decision or vote could substantially and directly affect the employee/member's professional, personal, financial or business interests. In the event that a person nominated for or holding a City of Roswell office finds himself or herself in such a position, he or she shall promptly disclose the conflict of interest to City and recuse themselves at any Board, Committee, Section, Council, Society, Chapter, or other meeting from any deliberations or vote on the matter giving rise to the conflict of interest. A copy of the disclosure statement shall be kept on file by the City.

Provide an explanation for Yes answers in the space provided.

1. Are you or is any member of your immediate family affiliated with, or have a direct or indirect interest in, a business that supplies property, goods or services to City of Roswell? Yes No

2. If you answered "Yes" to questions 1 above, in the past 12 months have you made a business decision on behalf of City of Roswell in regard to the business named in the response? Yes No

3. In the past 12 months, have you received any compensation, loan, gift, benefit or unusual hospitality from any supplier to City of Roswell? Yes No

4. Do you have any other business or personal relationships, not covered in your answers to Questions 1 through 3 above that could appear to be a conflict of interest? Yes No

Signature: _____

Printed Name: _____

Address: _____

Phone/Contact Number: _____

APPENDIX G

Contract Terms and Conditions

TITLE AGREEMENT

This TITLE AGREEMENT (“Agreement”) is hereby entered into on this Effective Date (the “Effective Date”), by and between the CITY OF ROSWELL, NEW MEXICO (“City”), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and COMPANY FULL NAME, a(n) entity type, whose principal address is Address (“Company defined name”), collectively referred to herein as the Parties.

RECITALS

WHEREAS,

NOW THEREFORE, in consideration for the mutual covenants contained herein, Company defined name and the City agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a period of term period (the “Term”). This Agreement may thereafter be renewed for up to additional periods of term period each (the “Renewal Terms”), upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

2. SCOPE OF WORK

a. In consideration for the Compensation, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of the City provided for herein, Company defined name hereby agrees to provide the goods and perform the services described in and according to the terms set forth below in Exhibit A: Scope of Work, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. Company defined name’s requirements under this Section shall be referred to herein as the “Work.”

b. The Work shall be performed in a proficient and skillful manner. Unless otherwise specifically provided in this Agreement, all equipment, materials and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

3. **COMPENSATION**

In consideration for the Work, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of Company defined name set forth herein, the City hereby agrees to pay to Company defined name the compensation described in and according to the terms set forth below in Exhibit B: Compensation, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. The City's requirements under this Section shall be referred to herein as the "Compensation."

4. **COMPLIANCE WITH LAW**

a. Company defined name shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in connection with the Work, or the materials or equipment used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work.

b. Company defined name hereby warrants that it currently observes and complies with all such applicable laws, ordinances, regulations, orders and decrees, and that it shall remain in full such compliance, and shall cause all of its employees, agents, and subcontractors to so remain, throughout the Term, and all Renewal Terms.

c. Company defined name shall further protect, defend and indemnify the City and its councilors, officials, officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Company defined name or Company defined name's employees.

5. **LICENSES AND PERMITS**

Company defined name shall pay for and obtain, and maintain in full force during the Term, and any Renewal Term, any and every permit or license necessary and appropriate for performance of the Work. Company defined name shall provide copies of any permit or license required under this Section upon demand of the City.

6. **RECORD KEEPING AND INSPECTION**

a. Company defined name shall keep and maintain its books, records, documents and other evidence in connection with the Work (and require its subcontractors to keep the same) and adopt accounting procedures and practices sufficient to reflect properly all charges and payments of whatever nature relating to the Work or otherwise chargeable or owing to the City

in connection with the performance of the Work. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Company defined name's recordkeeping and accounting system must properly reflect all such fees, charges and payments as they are incurred or made, and must demonstrate support that all amounts charged or payed to the City are properly chargeable or paid in full in accordance with the terms of the Agreement.

b. Company defined name shall maintain all records required under this Section for a period that is the longer of 3 years after termination or expiration of this Agreement, or the period required under applicable law. Company defined name must not dispose of such documents prior to the expiration of this period without prior written approval from the City. At the City's request, Company defined name and its subcontractors must furnish the City with all such records that may be requested.

7. INDEPENDENT CONTRACTOR

a. The relationship of Company defined name to the City shall be that of an independent contractor. Company defined name is not and shall not be considered an employee of the City. Company defined name and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. Company defined name's employees, servants, agents, or representatives are not and shall not be deemed employees of the City.

b. This Agreement shall further not constitute the formation of a partnership or joint venture. Company defined name is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

8. TERMINATION

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

9. INSURANCE

a. Company defined name agrees to have and maintain the policies of insurance set forth in Exhibit C: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. Company defined name's insurance obligations under this Agreement shall be:

- i. all insurance coverage and/or limits by or available to Company defined name; or
- ii. the minimum coverage requirements and/or limits set forth in Exhibit C, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit C, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit C are sufficient to cover the obligations of Company defined name pursuant to this Agreement. Company defined name's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Term, and any Renewal Term, is a material element on of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

10. **INDEMNIFICATION AND HOLD HARMLESS**

a. Company defined name agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are asserted by any person or entity, to the extent arising out of any and all acts or omissions of Company defined name, or its officers, employees or agents, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

b. Company defined name agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. Company defined name is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and Company defined name expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

c. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve Company defined name from liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

11. FORCE MAJEURE

Company defined name shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. Company defined name must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, Company defined name shall notify the City thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

12. NONDISCRIMINATION

Company defined name shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the performance of the Work, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of Company defined name's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and Company defined name may be declared ineligible for further contracts with the City.

13. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

14. NOTICES

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party’s address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

CITY OF ROSWELL	COMPANY FULL NAME
Attn: Chad Cole	Attn: Signatory
City Manager	Title
P.O. 1838, Roswell, NM 88202-1838	Address

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. ENTIRE AGREEMENT, MODIFICATION

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

17. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. NON-WAIVER.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

19. RIGHTS CUMULATIVE

All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

20. BINDING EFFECT

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

21. NO ASSIGNMENT

Company defined name shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

22. AUTHORITY

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of Company defined name.

23. HEADINGS.

The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

24. NO ADDITIONAL REPRESENTATIONS

a. Company defined name expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

b. Company defined name expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient

opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, Company defined name and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

“City”

“Company defined name”

CITY OF ROSWELL COMPANY FULL NAME

By: Chad Cole
City Manager

By: Signatory
Title

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

City Attorney

EXHIBIT A: SCOPE OF WORK

SAMPLE

EXHIBIT B: COMPENSATION

SAMPLE

EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. Company defined name shall procure and maintain for the duration of the contract the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work herein and the results of the Work by Company defined name, its agents, representatives, employees or subcontractors (check all that apply):

I. **Commercial General Liability** (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Company defined name has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000.00** per accident for bodily injury and property damage.

III. **Worker’s Compensation**: as required by the State of New Mexico, with Statutory Limits and Employer’s Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease.

IV. **Professional Liability (Errors and Omissions)**: Insurance appropriate to Company defined name’s profession, with limit no less than **\$1,000,000.00** per occurrence or claim, **\$2,000,000.00** aggregate.

V. **Property Insurance**: against all risks of loss to any and all improvements, betterments, and fixtures on or to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provisions.

b. If Company defined name maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Company defined name.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of Company defined name, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to Company defined name's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

3. PRIMARY COVERAGE

For any claims related to this Agreement, Company defined name's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of Company defined name's insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

5. WAIVER OF SUBROGATION

Company defined name hereby grants to the City a waiver of any right to subrogation which any of Company defined name's insurers may acquire against the City by virtue of the payment of any loss under such insurance. Company defined name agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. SELF INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City. The City may require Company defined name to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. CLAIMS MADE POLICIES

If any of the required policies provide claims-made coverage:

- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of Work hereunder.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Company defined name must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. VERIFICATION OF COVERAGE

Company defined name shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive Company defined name's obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX H

CERTIFICATE OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

CITY OF ROSWELL, NEW MEXICO

VENDOR INFORMATION FORM

PURCHASING DEPARTMENT

PO Box 1838, Roswell, NM 88202

Email: a.peek@roswell-nm.gov

PH. 575-624-6700 EXT. 1299



Prior to doing business with the City of Roswell, all Vendors must fill out this form completely. Please be sure to provide your New Mexico State (CRS) ID and Roswell City Business License and Expiration Date below, if applicable to your company, otherwise, your form may be rejected. A Purchase Order or Payment cannot be issued without proper forms and information requested below.

- A current IRS W-9 Form must be completed and attached (ACCEPTABLE: Adobe Certificate-Based or DocuSign).
- What is your company providing? Materials, Goods or Services? _____
- Are you an employee of the City of Roswell NM? Yes No
(If yes, please contact HR to complete the "Outside of Employment" form).
- Do you have a relative(s) employed with the City of Roswell NM? No Yes, (if yes, please provide name(s):

VENDOR TAX IDENTIFICATION:

FEDERAL TAX ID	SOCIAL SECURITY #	STATE OF NEW MEXICO (CRS ID)	CITY OF ROSWELL BUSINESS LICENSE AND EXPIRATION DATE

VENDOR INFORMATION:

BUSINESS NAME:		CONTACT NAME:	
D/B/A:		TITLE:	
MAILING ADDRESS:		EMAIL ADDRESS:	
CITY / STATE/ ZIP:		PHONE #:	
PHONE #:		WEB ADDRESS:	

VENDOR PAYMENT INFORMATION (if different from above):

BUSINESS NAME:		CONTACT NAME:	
MAILING ADDRESS:		TITLE:	
CITY / STATE/ ZIP:		EMAIL ADDRESS:	
PHONE #:		PHONE #:	

VENDOR TYPE (mark an "X" on the most appropriate type related to your company):

CODE	TYPE	CODE	TYPE	CODE	TYPE
ACCT	ACCOUNTING, CPA	ELEC	ELECTRICAL SERVICES	PLUM	PLUMBING SERVICES
ADVE	ADVERTISING	ENT	ENTERTAINER / INSTRUCTOR	PROD	PRODUCT / MATERIAL SUPPLIER
ARCH	ARCHITECTS	GOV	GOVERNMENT	PROF	PROFESSIONAL SERVICES
ART	ARTISTS	HVA	HEATING / COOLING	RENT	RENT / LEASING
BLDC	BLDG CONSTRUCTION	LDSC	LANDSCAPING / TRIMMING	STRC	STREET CONSTRUCTION
CONS	CONSULTING	LEGA	LEGAL / ATTORNEY / LAWYER	SRVC	SERVICES –OTHER NOT LISTED
ENG	ENGINEERS	MECI	MEDICAL OR VET SERVICES	VEHM	VEHICLE MAINT / REPAIR
OTHR	OTHER (please describe):				

- Please see attached "CONDITIONS GOVERNING THE PURCHASE ORDER"
- Year End 1099 will be issued to a Service or Construction based Vendor as per IRS Regulations

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they