



City of Roswell, NM
Lupita Everett, Chief Procurement Officer
425 N. Richardson Ave. Roswell, NM 88201
l.everett@roswell-nm.gov
(575) 637-6222



REQUEST FOR PROPOSAL

RFP NUMER:	20-002
RFP NAME:	ADVERTISING AGENCY AND MARKETING SERVICES
DEPARTMENT	PUBLIC AFFAIRS
COMMODITY CODE:	91501 ADVERTISING AGENCY SERVICES
DUE DATE & TIME:	OCTOBER 10, 2019 BY 2:00 PM

believe.

GENERAL NOTICES

I. Standards

1. This Request for Proposal is issued seeking submissions for the service indicated according to the New Mexico Procurement Code, NMSA 1978, § 13-1-22 to -199 and the City of Roswell's RFP Procedures Guide. All proposals are subject to the following conditions and all applicable state and local laws.
2. The Chief Procurement Officer reserves the right to amend and/or cancel the Request for Proposals prior to the time and date of the proposal opening.
3. The Chief Procurement Officer reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Roswell.
4. Notice is hereby given that as the governing body of the City of Roswell, the City Council reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the City reserves the right to determine the best proposal or to reject same or to waive irregularities and technicalities.

II. Proposal

A. Submissions

1. Proposals will be received in the Office of the Chief Procurement Officer at City Hall, 425 N. Richardson Ave, Roswell, New Mexico, 88201 until the due date stated herein.
2. All proposals must be clearly marked on the outside of the box or envelope packaging with the proposal number and opening date. Should a proposal be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
3. **These words must be written on the EXTERIOR of the Proposal packet mailed, or otherwise hand or courier delivered on the bottom left corner of the SEALED ENVELOPE/MAILER/BOX/PACKAGE/CONTAINER. Failure to do will cause the proposal to be rejected by the City of Roswell:**
 - **SEALED PROPOSAL**
 - **RFP NUMBER**
 - **OPENING DATE AND TIME**
 - **THE OFFEROR'S NAME**
 - **THE OFFEROR'S ADDRESS**
4. Proposals which are mailed, or otherwise hand or courier delivered prior to the point of opening must contain the Information detailed in paragraph 1 above and **must be mailed or otherwise hand or courier delivered to:**

Mailed to:	City of Roswell Office of the Chief Procurement Officer P.O. Box 1838 Roswell, NM 88202-1838
(or)	
Delivered to:	City of Roswell (May be delivered to the main Reception Desk) 425 North Richardson Ave. Roswell, NM 88201
5. Facsimile and electronic proposals are not accepted.
6. One complete copy of the proposal, including specifications and any other requested literature, must be submitted with the proposal.
7. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed will, upon request of the Offeror, be returned to the Offeror at the Offeror's expense. Copies of any warranties must be included with the Proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.

8. All Offerors and/or Offerors doing business with the City of Roswell shall fill out the City of Roswell VENDOR INFORMATION FORM. All Offerors and/or Offerors doing business with the City of Roswell must also provide IRS FORM W-9 (REV. December 2017), both forms are included in this proposal package. Failure to do so may cause the proposal to be rejected by the City of Roswell.
9. All Offerors must complete and include as part of their submittal the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** included in this REQUEST FOR PROPOSAL packet. Failure to do so will result in rejection of said proposal.
10. Proposals must be submitted on the proposal schedule attached.
11. **Proposals received later than the time and date when specified as due will not be considered.**
12. Amendments to or withdrawals of proposals received after the time and date set for proposal opening will not be considered.
13. Unless otherwise instructed, alternate proposals shall not be submitted and will not be considered.
14. All proposals must be valid for a minimum of **180 days** after proposal opening, unless otherwise stated on the Proposal Sheet by the individual Offeror or the City of Roswell.

B. Terms

1. Any prices pertaining to exceptions must be attached to the proposal (stapled, bound or secured otherwise). If the Offeror provides any options other than those requested, these will not be acceptable.
2. For items of tangible personal property included as part of the proposal, all prices should be stated in units or quantities specified, with packing and delivery charges included. The specifications for the services or items of tangible personal property to be procured.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Offeror should so state.
4. Proposals must be made out and signed in the corporate or other name of the Offeror and must be fully and properly executed by an authorized person.
5. Pursuant to NMSA 1978, § 13-1-108, all contracts solicited by competitive sealed proposals for the City of Roswell require that the proposal amount exclude the applicable state gross receipts tax. As the City of Roswell is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax.
6. All applicable state gross receipts tax charged to the City of Roswell shall be at the current rate at the time of the project. To the extent permitted by law and applicable rules and regulations, Offerors and/or Offerors doing business with the City agree to report the gross receipts tax charged to the City of Roswell on New Mexico Taxation & Revenue Department form CRS-1 and use Roswell as the municipality name in column A and 04-101 as the location code in column C.
7. If applicable, pursuant to NMSA 1978 §13-1-146, a bid security or bond shall be required of Offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash. See more specific requirements regarding bonding set forth herein below.
8. If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and Offerors shall comply with federal wage rates on applicable projects.

III. Opening and Evaluation

- A. Offerors or their representative may be present at the proposal opening.
- B. All interested parties are invited to attend proposal openings of the City of Roswell.
- C. Proposals will not be opened but Offeror's names will be disclosed aloud in front of whosoever is present at precisely the time, the date and the place stipulated in the Request for Proposal and in the legal notice

- published in the newspaper. The contents of the proposals will not be disclosed at this time.
- D. Each proposal will be evaluated by the Chief Procurement Officer for initial responsiveness and shall have a proper witness present. The Offeror is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.
 - E. The Chief Procurement Officer and the department or evaluation committee will rule on any point needing clarification.
 - F. The apparent Best Proposal, meeting specifications, will be determined by the evaluation committee.
 - G. Following determination of the Best Proposal, the Chief Procurement Officer or Project Manager will recommend to the City Council that the City Manager be authorized to negotiate a contract with the Offeror of the Best Proposal.
 - H. Information pertaining to proposals will not be released until the City Council has acted upon them and after the final execution of the contract document, pursuant to NMSA 1978, §13-1-116.

IV. Award

- A. Pursuant to NMSA 1978, §13-1-115, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. This section shall not apply to architects, engineers, landscape architects and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978.
- B. All Offerors who are engaged in business within the municipal limits of the City shall be licensed to do business by the City of Roswell, New Mexico prior to issuance of a contract pursuant to this RFP.
- C. The City reserves the right to award this project as a Multiple Source Award, if it is in the best interest of the City of Roswell.

V. Additional Notices

- A. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.
- B. The City of Roswell reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the Offeror, to accept any item on the proposal.
- C. Offerors and/or Offerors doing business with the City of Roswell must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.
- D. It is the sole responsibility of any Offeror who requests consideration for Resident Preference, pursuant to NMSA 1978, § 13-1-21(B), to have obtained a Resident Business Offeror's Certification from the New Mexico Taxation and Revenue Department and provide a copy of the same to the City prior to the proposal opening. Requests for consideration for Resident Business or Offeror's Preference after proposal opening will not be considered. An Offeror's request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
- E. Any equipment supplied to the City of Roswell must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Roswell.
- F. Pursuant to NMSA 1978, Section 13-1-172 an Offeror who believes they have been aggrieved may file a protest in writing with the Chief Procurement Officer within 15 calendar days of the occurrence of the event giving rise to the protest.
- G. The Procurement Code (NMSA 1978, §§13-1-28 to -199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities

and kickbacks.

PART I: DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

A. Contract

Contract shall mean an agreement executed by the City and the Offeror for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal. The documents that will form the contract include this "Request for Proposal", all attachments hereto, the winning Offeror's "Proposal", and the subsequent "Contract Agreement."

B. Contracting Officer(s)

Contracting Officer(s) shall mean the designated representative(s) of the City with the authority to direct and modify the Contract Agreement with the Offeror.

C. Cost Proposal

Cost Proposal shall mean any and all representation pertaining to pricing or cost to be proposed for services or items for this project. Any cost or pricing documents including the 'Cost Proposal Form' shall be contained within the **cost proposal sealed envelope**. Cost or pricing shall not be contained or disclosed within the contents of the Technical Proposal.

D. May

Use of the term "may" with regard to Offerors indicates a permissive or optional term or condition, which will not affect consideration or evaluation of an Offeror's Proposal.

E. Offeror

Offeror shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Roswell, New Mexico.

F. Protest

A written protest of an aggrieved Offeror, as described in NMSA 1978, § 13-1-172 and 1.4.1.81 NMRA, and subject to the requirements and limitations therein. In particular, all protests must be submitted in writing no later than 15 days after the act or event complained of. Furthermore, only an Offeror who is actually aggrieved by an act or event may protest it. All written protests shall be directed and mailed to the Chief Procurement Officer.

G. Shall

Use of the term "shall" with regard to Offerors indicates a mandatory requirement, failure to adhere to which subjects the Offeror to summary rejection.

H. Should

Use of the term "should" with regard to Offerors indicates a term or condition, fulfillment of which is not mandatory but which shall contribute towards the consideration of the Offeror's Proposal.

I. Surety

Surety shall mean the party who is bound with and by the Offeror to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

PART II: GUIDELINES AND PROCEDURE

I. Proposal Guidelines

A. General Proposal Requirements

1. This RFP is issued by the City in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, General Government Administration Procurement regulations NMAC 1.4.1.29 through 1.4.1.47; General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs, NMAC 1.4.8.1 through 1.4.8.17; and City of Roswell RFP Procedures Guide.
2. Offeror will submit a proposal for the project indicated in this RFP and Scope of Work/Services to meet the minimum requirements identified. The requirements stated herein do not preclude Offeror from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.
3. Proposals shall be mailed or otherwise hand or courier delivered as follows, provided that no Proposal received after the due date listed above shall be considered:

Mailed: City of Roswell
Office of the Chief Procurement Officer
P.O. Box 1838
Roswell, NM 88202-1838

Hand Delivery: City of Roswell
(May be delivered to the main Reception Desk)
425 North Richardson Ave.
Roswell, NM 88201

4. Proposals must be submitted in the format outlined in this RFP. Additional information may be submitted in the form of separate bound appendices. Offerors must furnish all information required by the request.
5. Failure to adhere to any requirement or to meet any deadline set forth in this RFP may result in summary rejection of the Proposal by the Chief Procurement Officer.
6. The City may reject any or all proposals or parts of proposals, waive non-material irregularities in any proposal, negotiate any modifications to a Proposal that it deems acceptable, or process the selection of the successful Proposal without further discussion, as it deems it in its best interest to do so.
7. Offerors will fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at Offeror's own risk and the Offeror cannot secure relief by plea of error.
8. The Chief Procurement Officer along with a proper witness will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The Evaluation Committee may, at their sole discretion, limit the number of Offerors who may be offered the opportunity to present their proposals to the City and associated project staff. Based on interviews, information presented in the proposals, and any supplemental information requested, a finalist whose proposal best suits the needs of the City will be selected for City Council approval. The City will then enter into negotiations regarding a Contract and other related agreements.
9. Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily

elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the Contract.

10. Proposals may be modified or withdrawn in writing to be received prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Offeror.
11. All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Offeror.
12. All costs incurred in the preparation and submission of proposal will be borne by the Offeror.
13. The City shall be the sole judge of Offerors' qualifications and reserves the right to verify all information submitted by the Offerors. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
14. The City may make such investigation as deemed necessary to determine the ability of an Offeror to furnish services, and the Offeror will furnish to the City all information and data for this purpose as the City may request.
15. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.
16. City procurement regulations will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract.

17. Questions:

Questions shall be directed in writing to the Chief Procurement Officer via email, with a copy to the Project Manager at the following addresses:

Chief Procurement Manager:

Lupita Everett
Chief Procurement Officer
425 N. Richardson Ave.
Roswell, NM 88201
Email: l.everett@roswell-nm.gov

Project Manager:

Juanita N. Jennings
Public Affairs Director
425 N. Richardson Ave.
Roswell, NM 88201
Email: jn.jennings@roswell-nm.gov

All questions will be addressed by the Chief Procurement Officer via Addendum to this RFP. Questions submitted after the deadline provided below in the "Summary of Anticipated Schedule" will not be addressed.

B. Proposal Contents and Format

1. This section provides a summary of information to be included in fulfilling the requirements of this RFP. Offeror must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages
2. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.
3. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, Offeror, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the agreement with the City or to which the Offeror intends to assign material responsibilities under any such agreement.

4. **Copies**

Each Offeror is required to submit copies of their proposals as follows: one (1) unbound hard copy and five (5) bound hard copies of the proposal that includes all information in the format outlined in this Request for Proposals (RFP). One courtesy electronic file of the entire proposal must be submitted with the hard copies. Proposals must be received before **OCTOBER 10TH 2:00 P.M.** The City will not accept any proposal received after the submittal due date and time.

5. **Sealed Container; Notation**

The documents shall be in a sealed container (envelope, box, courier mailer, etc.) with the following information written on the outside, bottom left hand side of the container as follows:

Sealed Proposal

RFP-20-002 ADVERTISING AGENCY & MARKETING SERVICES

DUE DATE & TIME: OCTOBER 10TH, 2:00 P.M.

Offeror's Name

Offeror's Address

6. **Confidential Data**

If a request is received for disclosure of data, for which an Offeror has made written request for confidentiality, the Chief Procurement Officer shall make a determination that the data is, in fact, confidential and proprietary financial information concerning the Offeror's organization and whether or not the data qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 57-3A-7. Unless the Offeror takes legal action to prevent disclosure of data that does not meet the requirements of the Uniform Trade Secrets Act, the data will be so disclosed. After award the proposal shall be open to public inspections subject to any continuing prohibition on the disclosure of confidential data. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" shall be readily separable from the proposal in order to facilitate public inspection for the non-confidential portion of the qualifications based proposal.

7. **Forms Required**

Offerors must include all required forms and attachments, including but not limited to, Certificate of Insurance, Proposal Acknowledgement Form, Vendor Information Form, IRS Form W-9, Campaign Contribution Form and Cost Proposal Form as well as all appropriate bonding materials. Failure to include any required form or provide evidence of required bonding will subject the Proposal to rejection.

8. **Cost Proposal**

- a) The Proposal shall include a Cost Proposal, according to the format of the Cost Proposal Form included with this RFP, which shall be provided in a ***separately sealed envelope***, which shall be labelled:

COST PROPOSAL

OFFEROR'S NAME AND ADDRESS

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- b) Failure to provide the Cost Proposal Form, or any other document(s) which provide cost or pricing for this project in a separately sealed envelope is a material non-conformity which will result in the summary rejection of the Proposal. The Cost Proposal form or any other document(s) which

provides cost or pricing for this project **shall not** be attached or written within the Technical Proposal.

- c) Any exceptions to the requirements of this RFP taken by the Offeror in formulating the Offeror's cost proposal must be clearly stated and explained in this Cost Proposal Form.

9. **Format and Organization of Proposal Materials**

- a) Offeror shall submit one (1) unbound proposal labeled "Original" and five (5) bound exact copies of the "Original" proposal labeled "Copies" and bound in either a 3-Ring Binder or with Spiral binding and have Tab Dividers for each section listed below. The proposal content shall be submitted on 8 ½" x 11" 20lb white paper and **typed only on the front**. The font should be 12 pt. The proposal should be no more than 80 pages including cost proposals. One courtesy electronic file of the entire proposal must be submitted with the hard copies.
- b) **Cover Letter**. This letter is an introduction to the City that your company is submitting a proposal and why.
- c) **Title Page** with the RFP Number and Name, Offeror's name and address, telephone number, web address, name of contact person and email address.
- d) **Table of Contents** that includes a clear identification of the written material by section and page number.
- e) **Tab Divider #1: Letters.**
 - i. Include the name of Offeror's name and address, telephone number, web address, name of contact person, email address.
 - ii. **Transmittal Letter** (separate from the Cover Letter) that specifically states the Offeror's understanding of the work to be accomplished and briefly outlines the Offeror's strengths in providing the required services. This letter should state the proposal set forth remains effective for a period of 180 calendar days. If the Respondent intends to subcontract for any of the services, the transmittal letter shall contain the names of all such proposed subcontractors. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.
 - iii. **Written Assurance (Non-collusion Statement)** written on Offeror's company letterhead that no member, officer or employee of the Offeror or its designees or agent or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
- f) **Tab Divider #2: Firm Information:**
 - i. Firm name, addresses, and telephone numbers of all firm offices.
 - ii. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
 - iii. Years firm has been in business.
 - iv. Names of principals in firm.
 - v. Primary contact.
 - vi. Organizational description.
 - vii. Description of firm's philosophy.
- g) **Tab Divider #3: Firm's Experience, Qualifications, and General History:**
 - i. A brief history of the firm should be included.
 - ii. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Include organizational chart along with current resumes. Identify the one point of account that will be working on our account.

- iii. Provide a profile of your organization and describe its legal structure principal officers and organizational structure.
- iv. Evidence of past performance, quality and relevance of past work, references and related items.
- h) **Tab Divider #4: Creativity:**
 - i. Proposed strategies, process and creativity as demonstrate by the required project.
- i) **Tab Divider #5: Familiarity with the City of Roswell & Tourism Industry:**
 - i. Firm's understanding of our organization.
 - ii. Firm's understanding of our tourism department.
 - iii. Integrate this knowledge into your proposal.
- j) **Tab Divider #6: Planning & Innovation:** On two pages or less, please describe the firm's approach to the project. The following should be addressed within the description.
 - i. Please describe your firm's understanding of the project(s).
 - ii. Describe how the firm will organize to perform the services.
 - iii. Describe how the firm will provide innovative programs and services.
 - iv. Provide suggested standards for setting up the City of Roswell to be at the forefront of the changing marketing landscape.
- k) **Tab Divide #7: Strategic Thinking/Planning Approach:**
 - i. Philosophy/approach to account planning, media planning and overall campaign development.
- l) **Tab Divider #8: Required Forms (exclusion of these forms will cause proposal to be rejected):**
 - i. Campaign Contribution Disclosure Form.
 - ii. Proposal Acknowledgement Form.
 - iii. W-9 Form.
 - iv. Vendor Information Form.
- m) **Sealed Separately: Budget/Cost (if not sealed separately proposal will be rejected):**
 - i. Effective and efficient delivery of Budget Approach/Cost Effectiveness.
 - ii. Compensation structure.
 - iii. Describe the general financial capability of the Respondent and attach a current financial statement and balance sheet (preferably 3 years of financials).
 - iv. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
 - v. All insurance coverage that the firm has which would be applicable to the work.
 - vi. Jurisdictions in which your organization's partnership or trade name is filed.
 - vii. Jurisdictions and trade categories in which your organization is legally qualified to do business (please indicate registration or license numbers).

Offeror will include their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.

A. Evaluation Procedure

A. City's Rights

The City reserves the right to revise or extend this schedule at its sole option. In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an offeror for this project. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with an Offeror into a

project of lesser or greater magnitude than described in this RFP or the Offeror's reply.

B. Addendum Effect on Request for Proposal

In the event an addendum to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the addendum.

C. Summary of Anticipated Schedule

	Action:	Responsibility:	Date:
1.	Issue RFP	City of Roswell	09/22/2019
2.	Pre-Proposal *Mandatory* Meeting: 10:00 AM	City and Offerors	09/30/2019
3.	Deadline to Submit Written Questions	Offeror	10/02/2019
4.	Response to Questions via Addendum	Chief Procurement Officer	10/03/2019
5.	Submission of Proposal: 2:00 PM	Offerors	10/10/2019
6.	Evaluation/Interviews (if held) Start: 10/16/2019	Evaluation Committee	10/11-16/19
7.	Recommendation to Legal Committee	Chief Procurement Officer or designee	10/24/2019
8.	Recommendation of Award to City Council	Chief Procurement Officer or designee	11/14/2019
9.	Notice of Award	Chief Procurement Officer	11/15/2019
10.	Protest Period	Effect Date: 11/16/2019	11/30/2019
11.	Contract Negotiations/Executed	City Manager	12/02/2019

D. Explanation of Sequence of Anticipated Schedule

1. Issue RFP

The Chief Procurement Officer shall issue the RFP for this project on this date specified in the Anticipated Schedule above.

2. Pre-Proposal Meeting

The attendance for this Pre-Proposal Meeting shall be Mandatory according to the specified date and time in the schedule above. Offerors that do not attend cannot submit a proposal. The meeting attendance gives Offerors the opportunity to ask questions pertaining to the RFP document, including the Scope of Work, Response Format, Schedule, and Cost Proposal requirements. In addition to the Pre-Proposal Meeting, the City may allow Prospective Offerors the opportunity to visit with the Project Manager with permission from the City's Representative. Please note that after the proposal submission due date, the Offerors are not allowed any contact without the City's Representative's permission. The City, may, however, contact Offerors for clarification purposes, changes in the Schedule of Events, notices of non-responsiveness or responsiveness of proposals, and notices of interviews.

The Mandatory Pre-Proposal Meeting will be held September 30th at 10:00 AM in the Large Conference Room at City Hall, located at 425 N. Richardson Ave., Roswell, NM 88201.

3. Deadline to Submit Written Questions

Questions pertaining to this RFP will only be accepted through email by no later than 5:00 p.m. according to the specified date in the schedule above. This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Chief Procurement Officer via email address: l.everett@roswell-nm.gov.

4. **Response to Written Questions via Addendum**

The Chief Procurement Officer shall issue a written response to timely submitted written questions via an Addendum regarding the RFP procuring document or the procurement process, if applicable. This is the date that has been set to signify no other Addendum will be issued on the project so that Offerors have time to finalize their responses. Answers to all received questions are expected to be available to all Offerors who submitted written questions (or attended the Mandatory Pre-Proposal Meeting) via email through an Addendum to the RFP by the deadline given on the schedule above and will be publicly posted. All Offerors shall acknowledge the receipt of the Addendum(s) where indicated on the ***“Proposal Acknowledgement Form”*** found on page 35 of this RFP document.

5. **Submission of Proposal**

- a) Proposals shall be submitted no later than the date and time provided in this RFP. Late Proposals *will not* be accepted. It is the Offeror’s responsibility to ensure that Proposals arrive at the appointed location, date and time. Proposals may be delivered early to avoid any possible delay of the submission.
- b) The Chief Procurement Officer shall designate a witness to be present during the opening of the proposals. The witness and Chief Procurement Officer shall sign the “List of Offerors” for the procurement file.
- c) If an Offeror desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and addendum number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.
- d) PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the City’s office that is designated to receive proposals. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.
- e) The Chief Procurement Officer shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision.

6. **Proposal Evaluation**

During the Proposal Evaluation, the Evaluation Committee will convene to discuss and score Proposals and shall be recorded on the Master Score sheet. Once the interviews have been completed, the Cost Proposal sealed envelope will be opened, reviewed and points will be added to the Master Score sheet then finalized. A Tabulation Sheet will be created to outline the individual Offerors total average points and ranking.

Note: The Evaluation Committee reserves the right to hold interviews. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award the contract without interviews. If interviews are not held, the decision shall be documented for the procurement file.

Interviews

If interview(s) are to be held, the date, time, and location of the Interview meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Offerors. The Evaluation Committee will allocate points based on the interview questions.

7. Recommendation of Award to Legal Committee

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

8. Recommendation of Award to City Council

If approved at **Legal** Committee, the evaluation report and award recommendation shall 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 and the City Manager or designee shall contact the winning Offeror in order to initiate contract negotiations.

10. 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 negotiations with the next ranked firm based on final ranking.

E. Evaluation Criteria

The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. The following criteria will be used by the Evaluation Committee to evaluate each proposal and create a score for each of the proposals. Each member of the Evaluation Committee will rank all proposals from highest to lowest evaluation score, and the rankings of all members of the Evaluation Committee shall be compiled. The criteria are not listed in any priority order. The Evaluation Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Once the Interviews (if held), have been completed, the 'Cost Proposal' sealed envelope will be opened, reviewed and points will be added to the evaluation score sheet. The technical score, cost proposal and interview score will be combined and tallied, taking into consideration the resident or veteran preference calculation, to determine final award. If any proposal receives a majority of first place votes, that proposal will represent the best value for the City and will be recommended for award of the contract. Weights have been assigned to each of the criteria in the form of points. **TOTAL POSSIBLE POINTS=125.**

EVALUATION CRITERIA

<u>Evaluation Criteria:</u>	<u>Possible Points:</u>
OVERALL EXPERIENCE OF COMPANY, PERSONNEL & DEMONSTRATED RESULTS	15 Points
Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items. As well as experience of your managerial team, staff, subcontractors, related items, and point person for the City of Roswell account.	
CREATIVITY	15 Points
Our evaluation will include an assessment of the quality of proposed strategies, and creativity as demonstrated by the required project.	
FAMILIARITY WITH CITY OF ROSWELL DEPARTMENT STRUCTURE & TOURISM INDUSTRY	10 Points
Our evaluation will include our assessment of your understanding of our organization and the tourism industry, including FlyRoswell, and how you integrated this knowledge into your proposal.	
STRATEGIC THINKING/PLANNING APPROACH	20 Points
Philosophy/approach to account planning, media planning and overall campaign development.	
BUDGET APPROACH/COST EFFECTIVENESS	40 Points
Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate. Approach to compensation structure is balanced and structured to maximize marketing investment. Form completed for all categories listed with definition, budget %, and rate breakdown.	
Interview	25 Points
TOTAL POSSIBLE POINTS:	125 POINTS

PART III: SCOPE OF WORK / SPECIFICATIONS

September 22, 2019

To All Prospective Offerors:

The City of Roswell is seeking a qualified advertising agency to integrate the City of Roswell's new brand developed in 2019 into various markets and within the community. The agency will continue to support and promote the See Roswell tourism initiative to drive visitors to the City of Roswell and support internal department with recruitment efforts and awareness campaigns.

The Public Affairs department oversees the production of a variety of marketing activities, including digital advertising, traditional media, visitor publications and maps, cooperative programs, public affairs and tradeshow – all designed to promote the City of Roswell to travelers, tourists and the travel trade. For more details about our current tourism practice, please visit seeroswell.com. In addition, the City of Roswell seeks to rebrand the Roswell Air Center with a focus on economic development.

The purpose of this request for proposal (RFP) is to seek and retain a qualified advertising agency to promote the City of Roswell as a destination for visitors and economic development opportunity for businesses. The results of these efforts will benefit our community, who support and promote tourism by increasing lodgers' tax revenue and, gross receipt tax and on a larger scale, increasing the employment base for the City of Roswell. The goal for Lodgers' tax is 65% occupancy per monthly rate.

The contract period for the Scope of Work contained within this RFP will be approximately December 1, 2019 to December 1, 2020. The City of Roswell budget is based on fiscal year which runs from July 1st through June 30th. The first fiscal year of the contract will be funded up to \$235,000. The budget is based on city council discretion as it reserves the right to adjust this amount each budget cycle.

Attached is an RFP to be filled out by those capable of meeting minimum requirements and carrying out the scope of work. All responses will be carefully reviewed and evaluated based on the criteria noted in the attached document. Any questions you may have to clarify this RFP shall be addressed to the Chief Procurement Officer and shall be received by the Chief Procurement Officer by no later than 5:00 p.m. on **October 2, 2019** to:

Procurement Manager:

Lupita Everett
Chief Procurement Officer
425 N. Richardson Ave.
Roswell, NM 88201
Email: l.everett@roswell-nm.gov.

Project Manager:

Juanita N. Jennings
Director of Public Affairs
425 N. Richardson Ave.
Roswell, NM 88201
jn.jennings@roswell-nm.gov

CITY OF ROSWELL
RFP-20-002
ADVERTISING AGENCY & MARKETING SERVICES

The Public Affairs Director will oversee the contract of this RFP. The purpose is to promote Roswell as a travel and professional business meeting destination. The agency will work with the City to develop promotional materials and marketing strategies that attract visitors from around the world and encourage overnight lodging.

Marketing strategies include, but are not limited to:

- Media placements
- Public relations activities
- Tourism event coordination and promotion
- Marketing tools and promotional collateral distributed via the Visitors Center & Roswell Convention & Civic Center (i.e. visitor brochures, videos, maps, etc).

In addition, the contract of this RFP will include promotion of City departments including a rebrand of the Roswell Air Center with an emphasis on economic development, increased ridership and potential expansion of services, Roswell Police Department recruitment and other services offered to the community.

The primary source of the City of Roswell's tourism marketing budget is directly derived from Lodgers' Tax, and a small contribution from the State of New Mexico Tourism Department. The funding source for City departments will come from the general fund Advertising and Publication budgets. These budgets are subject to Council approval each fiscal year.

Information to support offers may be obtained at: <http://www.roswell-nm.gov/164/Public-Affairs>.

About the City of Roswell

The City of Roswell is centrally located in the Pecos Valley and serves as the hub of Southeastern New Mexico with its easy proximity to skiing, outdoor adventure and art. After swimming the waters surrounded by red cliffs at Bottomless Lakes State Park, it is a quick trip to viewing more than 11,000 works of art and historical materials of the Southwest at the Roswell Museum and Art Center.

Roswell boasts a rich history, with its beginnings in the discovery of a major aquifer to being the birthplace of modern rocketry, and, whether you believe it or not, the UFO crash of 1947. Roswell offers all the natural landmarks, history and culture.

The City of Roswell's 10-member Council is composed of individuals from 5 wards throughout the City of Roswell.

I. City's Intent

The City of Roswell is seeking sealed proposals for an Offeror of a qualified advertising agency to integrate the City of Roswell's new brand into the community, promote tourism, city assets, recreational, cultural, hospitality, lodging and other visitor services, facilities and attractions through well-placed media and publicity out-side of market. The mission will also include development of a new brand and logo for the Roswell Air Center, strategy for increased ridership specific to business travelers and economic development of the Air Center. It will also include a focus of marketing within in the Spring River Zoo and external campaigns for fundraising, visitor promotions and increasing awareness and attendance of the Spring River Zoo.

For each of the following project areas, the Offerors should prove capability; describing strategies to be used and quality controls. Sufficient detail must be given and must include examples of past projects, ability to meet deadlines, and managerial experience. Offeror should show data driven results in all examples. The Proposer should demonstrate knowledge and understanding of brand in a global marketplace, and the shifting dynamics of how consumers receive and use information today.

The result of these efforts will benefit the City of Roswell tourism economy, including the City of Roswell hotels, Roswell Air Center, Pecos Transit Trails, downtown, museums, cultural organizations, restaurants and retail.

Developing, executing and tracking results for the City of Roswell's brand advertising program is an essential function. The City recognizes that there are many different approaches to providing these services, and welcomes different and various methods of promoting the City.

Offeror should prove the agency's capability; describing strategies to be used and quality controls. The scope of work should demonstrate knowledge and understanding of branding and the shifting dynamics of how consumers receive and use information today.

II. Background

The City of Roswell does not currently have an agent of record as of September 1, 2019. Cubic Inc. was awarded the contract in 2018, however the City of Roswell did not renew the contract. The agency in 2017 was HK Advertising. The contract is overseen by the Public Affairs Director. The public affairs department and agency will work closely together to

ensure a seamless brand experience for potential visitors. The brand agency will work collaboratively with travel trade and public relations (PR) partners in the markets with direct to consumer activity as well as the State Tourism department on behalf of the City of Roswell. The RFP that is presented will include advertising and creative services for internal departments such as the Roswell Police Department, Roswell Airport, and Spring River Zoo for a FY2020 focus. Previous contracts did not include commissions to the agency.

The City of Roswell collects a 5% lodgers tax that supports the efforts of advertising, marketing and promoting the city. Additionally, it has a \$2.50 bed feed that subject to the Roswell Convention Center only. On average our occupancy rate is around 56-60% with our goal being 65%.

Target Markets includes Colorado, Texas, Arizona and California. The demo has included ages 32-55, outdoor adventure seekers and those with disposable incomes. In 2019, our efforts were focused on digital more so than any other medium as tracking results is important to ensure there is a return on the investments being made.

We also look at ridership of our two direct flights, which include Dallas and Phoenix. The FlyRoswell budget is specifically allocated to target those wishing to get to Roswell via the flight service. We currently have 56 flights per week and average ridership of 60-63%. Most flyers are business travelers and industry leaders looking at the Southeast region of New Mexico. Roswell is the gateway to the Southeast region due to its central location.

III. Statement of Work

A. Agency Objectives:

1. Plan, develop, execute and track results for City of Roswell's brand advertising program.
2. **Marketing and Advertising Planning:** Develop recommendations for a Marketing and Advertising Plan that supports the strategies set forth by City of Roswell. Includes Strategic Direction, Creative Strategy, Roswell Air Center Brand Development and Stewardship, Media Plan and Cooperative Plan.
3. **Media Buy:** Buy (execute) the media plan presented in the Advertising Plan and approved by City of Roswell. Execution includes placement, optimization, cancellations, auditing, payment to vendors and billing.
4. **Concept Development/Production:** Concept creative materials/campaign elements (TV, online, etc.) as described in the Marketing and Advertising Plan. Once approved, produce and bring to final form the approved advertising materials to run/air on behalf of City of Roswell.

5. **Research:** Work with City of Roswell's research team in implementing tracking research and other projects as needed.
6. **Account Stewardship:** Attend City of Roswell Occupancy Tax Board meetings and City Council meeting as needed at the agency's expense. Prepare reports and a monthly budget recap to include proof of performance, all backup documentation for all expenses, and arrange for storage and shipment of materials and documents as directed by City of Roswell.
7. **Miscellaneous:** Provide creative input and support for other projects, and work collaboratively with global trade and public relations agencies, as well as the content agency, which oversees and develops all owned channel content.

B. Fiscal Year 2020 Scope of Services to include:

1. Projected Placement Objectives list intended targets, but may be changed upon agreement of the parties listed in the Sample Budget Breakdown Objectives on.
2. Creative Strategy under "General" and Creative under "FlyRoswell" should include copy writing, design, and any other costs necessary to create a concept ready for placement.
3. Creative Development collateral materials for various departments to include, but not limited to rack cards, walking maps, recruitment videos, photo shoots, creative library, digital, print and outdoor advertisement, etc.
4. Special Projects constitute money reserved in the total budget for items that may arise throughout the year but not anticipated at this time.
5. By Priority under "General" "Agency – Creative Strategy" indicates the priority to the City in terms of timeliness and importance of accomplishing the annual marketing objectives.
6. Submission of creative assets for grants and awards for FY20 along with research and analytics.

C. Minimum Requirements

1. Required Project for RFP 20-002 to be included in Tab #4: The City of Roswell recently launched a new logo and community-branding effort in May 2018. Meanwhile, Roswell Museum & Art Center (RMAC) would like to stay true to the uniqueness of what it offers to the community. As such, the RMAC logo may remain different from the city's logo to some degree.
Looking at the creation of a revised logo for the Roswell Museum & Art Center, please explain your strategy and process in the development of a new museum logo. Also, provide two creative examples of what the logo might look like, one being a standalone museum revised logo and one that will take elements from the city's new brand.
2. New Mexico Tourism Department: Offerors must attend the Co-Op Grant webinars, interviews or meetings requested by the State Tourism Department and comply with the NM True brand guidelines.

3. New Mexico Hospitality Association: Offerors must be or become a member of the New Mexico Hospitality Association and participate in a minimum of one of the two conferences put on by NMHA (Trends or Governor's Conference) at the agencies expense. Offeror must submit nominations for creative or marketing campaigns on behalf of the City of Roswell for Top Hat Awards.
4. Location: Offers must have or be willing to have a physical office of business with a minimum of one staff member working in that office setting in the state of New Mexico by February 1, 2020.
5. Experience: Media planning and buying experience – both online and offline – in at least four markets. Please list markets in which your agency has experience and what media vehicles were planned and purchased. If using a subcontractor, provide a signed letter of commitment that includes the name of the subcontractor, their annual billings and the information requested above regarding international media planning and buying. All media planning/buying subcontractors must also meet the stated minimum requirements.
6. References: Provide three client references. At least two must be current clients. Include client name, contact information, and the engagement start and end dates.
7. Financial Statements: Offerors are required to demonstrate financial viability for maintaining an account of this size. For Offerors who do not submit financial statements, please provide GAAP compliant financial statements, including but not limited to:
 - Statements of Financial Position;
 - Statements of Activities; and
 - Statements of Cash Flows.

All of the above Financial Statements must be the most recent statements available, but no more than 12 months old. Financial statements are to be submitted in a sealed envelope. All "CONFIDENTIAL" information must so be indicated as "CONFIDENTIAL". Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion and must have "CONFIDENTIAL" written on pages that should not be released for public scrutiny prior to contract.

Contract Requirements: Winner of RFP will be required to abide by the City of Roswell contracting requirements.

All proposals submitted shall become the property of City of Roswell and shall not be returned to the Offeror. City of Roswell also reserves the right to:

- Reject any and all proposals;
- Waive any or all mandatory requirements, if no Offerors meet one or more of those requirements;
- Cancel this RFP;
- Revise the amount of funds available under this RFP;

- Amend this RFP as needed; if RFP is amended, the Chief Procurement Officer will send an Addendum to all Offerors.
- Not select a vendor and award a contract from this RFP.

All Offerors agree that budget costs submitted with their proposals are valid for 180 days from the date City of Roswell receives your proposal.

Proposals may be rejected if minimum requirements are not met.

D. Bonds

Any applicable security provided by Offeror will be retained until a contract has been awarded and executed. All bonds shall be issued by an approved surety company, licensed in the State of New Mexico.

1. Performance Bond
 - a) Performance bond shall mean the security approved by the City and furnished by the Offeror as an assurance that the Offeror will execute the work and will pay all lawful claims in accordance with the terms of the Contract.
 - b) The Offeror shall also furnish a Performance Bond executed by a Surety Company duly authorized to do business in the State of New Mexico, in an amount equal to one hundred thousand dollars (\$100,000), as security for the faithful performance of the contract.
 - c) No Contract shall exist until the City receives a duly executed performance bond made payable to the City. In the event the bond is not delivered within twenty (20) days of Notice of Award, then the offer shall be considered null and void and the award shall be made to the next most responsive Offeror.

E. Insurance

1. Mandatory Insurance Requirements

Prior to the commencement of the Agreement, the Offeror shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of New Mexico, as evidenced by a Certificate of Insurance and/or certified copies of the insurance policy(ies), to be provided at the time of execution of the Contract.
2. Worker Compensation – Statutory minimum limits
3. Employers' Liability with a minimum of \$750,000 combined single limit.
4. Commercial General Liability
5. Minimum \$750,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:
 - a) Contractual Liability
 - b) Premises and Operations
 - c) Independent Offerors
 - d) Completed Operations and Product Liability
 - e) Personal Injury
6. Additional Insured

The City shall be named as an additional insured on all liability policies.
7. Policy Cancellation

Sixty (60) days written notice of cancellation or of any material change in the policy(ies) is required.
8. Certificate Holder: City of Roswell, New Mexico

F. Working Conditions

In the performance of the Agreement, the Offeror shall adopt working conditions, and other employment policies which meet the approval of the City and comply with current applicable Federal or State laws.

1. Job Safety Compliance

- a) It shall be the responsibility of the Offeror to comply with all the provisions applicable to the Occupation Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety. At a minimum, Offeror will provide a written Safety Program, a "Lockout/Tag out" Program, a safety training program for maintenance facility employees, and a performance-based safety incentive program for all maintenance technicians.
- b) It shall be the Offeror's responsibility to maintain throughout the contract period a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities having jurisdiction over this work.

2. Equal Opportunity Compliance

- a) Agreement and Certification of Compliance with Federal Laws and Regulation.
 - i. The City and the Offeror (hereinafter jointly referred to as "Offeror" for the purpose of this Agreement) are subject to the requirements of Executive Order 11246, as amended; Executive Order 11625; Section 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and related rules and regulations of the Department of Labor and the Office of Federal Contract Compliance Programs.
- b) The Equal Opportunity Clause
 - i. During the performance of this contract, Offeror agrees to be bound by the following provisions as contained in Section 202 of Executive Order 11246, as amended, to wit:
 - ii. The Offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Offeror will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - iii. The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iv. The Offeror will send to each labor union or representative of workers for which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Offeror's

commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. The Offeror will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
 - vi. The Offeror will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vii. In the event of the Offeror's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Offeror may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. The Offeror will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or Offeror. The Offeror will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Offeror becomes involved in, or is threatened with litigation with a Sub-Contractor or Offeror as a result of such direction by the contracting agency, the Offeror may request the United States to enter into such litigation to protect the interest of the United States.
- c) Certification of Non-Segregated Facilities
- i. Offeror certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishment, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Offeror agrees that a breach of his certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Sub-Contractors for

specific time periods) he will obtain identical certifications from proposed Sub-Contractors prior to the award of such subcontracts exceeding \$10,000.00 which are not exempt from the provisions of Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward notice to such proposed Sub-Contractors (except where he has obtained identical certification from proposed Sub-Contractors for specific time periods.)

- d) Notice to Prospective Sub-Contractors of Requirement for Certifications of Non-segregated Facilities
 - i. A Certification of Non-segregated Facilities as required by the May 21, 1968, order on Elimination of Segregated Facilities, by the Secretary of Labor (33 Fed. Reg. 7804, May 28, 1968), must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.

3. Employer Report EEO-1

- a) The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will file a complete and accurate report on Standard Form 100 (EE)-1) with a Joint Reporting Committee at the appropriate address per the current instructions within thirty (30) days of the Contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted there under.
- b) Written Affirmative Action Program (if this Contract exceeds or will exceed \$50,000)
 - i. The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will develop a written affirmative action compliance program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60.1.40 and 60.2
- c) Veteran Employment Clause
 - i. Offeror agrees to abide by and comply with provisions of the Affirmative Action Clause, Section 60-250.4 of 41 C.F.R. unless exempted as therein provided and which provisions are incorporated herein by reference to the same extent as though set forth herein full.
- d) Executive Order 11758 – Employment of Handicapped Persons
 - i. Offeror agrees that it will abide by and comply with the provisions of the Affirmative Action Clause, Section 60-741.4 of 41 C.F.R. (41 Fed. Reg. 16150, April 16, 1976), Affirmative Action for Handicapped Workers, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.
- e) Federal Procurement Regulation Amendment 153 – Utilization of Small Business Concerns Clause
 - i. It is the policy of the Government that a fair portion of purchases and contracts for supplies and services for the Government be placed with small business concerns.
 - ii. The Offeror agrees to accomplish the maximum of subcontracting to small business concerns that the Offeror finds to be consistent with the efficient performance of this Contract.

- f) The Executive Order 11625 – Utilization of Minority Business Enterprise
 - i. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
 - ii. The Offeror agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term “minority business enterprise” means a business, at least fifty-one (51%) percent of the stock of which is owned by minority group members. For the propose of this definition, minority groups or members are African Americans, Mexican Americans, Asian Americans, Native Americans. Offerors may rely on written representations by Sub-Contractors regarding their status as minority business enterprises in lieu of independent investigation.

IX. General Conditions for Proposal

A. Contract Term

The duration of the contract will be for one-year term. The duration of the initial contract between City of Roswell and the successful Offeror is expected to begin December 1, 2019 and terminate on one-year from the date signed. Further, this contract may be renewed, expanded and extended by mutual agreement 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.

The successful applicant is required to enter into a performance-based contract with the City of Roswell. The contractor's performance will be evaluated annually on the following:

- a) The increase in the number of visitors attracted to Roswell and room nights booked here as evidenced by the increase in Lodgers’ Tax Funds and the Gross Receipts Tax compared to prior years.
- b) The number of inbound conventions booked and the increase in attendance at local attractions compared to the previous year's activity.
- c) The number of inquiries to the Visitors Center and other informational sources compared to the previous year.
- d) The number of media inquiries (i.e. travel writers, documentaries, filming opportunities, editorials, etc.) and executed media coverage (actual news coverage or publicity received from press releases, photos, video, fulfilled interviews, etc.) will also be used as a measure of performance.
- e) Budget use and ROI for each campaign.
- f) Programmatic strength(s) despite adverse and uncontrollable factors.
- g) State and national trends in tourism may also be used to measure performance.
- h) Submission of monthly reporting on performance of ad campaigns
- i) **Submission of monthly back-up documentation ie. Affidavits for ALL invoicing**
- j) The increase in the number of followers, likes and engagement on Social Media platforms.

Available Funds

The City of Roswell will initially fund this contract up to \$235,000 for tourism services rendered for the 2019/20 fiscal year. Funding at this level is dependent on an overall City of Roswell budget. These budget figures are based on Roswell Air Center brand development, creative production, strategy execution, media planning and placement, account management fees, and out-of-pocket expenses. However, the City of Roswell reserves the right to adjust both the budget and related services. The total contract amount for FY20 includes:

Tourism - SeeRoswell	\$110,000
Air Center - FlyRoswell	\$100,000
Air Center – Brand Development	\$5,000
Roswell Police Department	\$10,000
Roswell Fire Department	\$10,000
Total Contract FY20	\$235,000

B. Offeror's Relationship to the City**1. Offeror as Independent Offeror**

It is expressly agreed and understood that the Offeror is in all respects an Independent Offeror as to the work, and that the Offeror is in no respect an agent, servant or employee of the City. This contract specified the work to be done by the Offeror, but the method utilized to accomplish the work shall be the responsibility of the Offeror.

2. Subcontracting

Offeror may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Sub-Contractor. No subcontract shall, under any circumstances, relieve the Offeror of its liability and obligation under this Contract, and despite such subcontracting the City shall deal through the Offeror, and Sub-Contractors will be dealt with as workmen and representatives of the Offeror. It is The Offeror's responsibility to ensure that approved Sub-Contractors have achieved the same liability coverage as the Offeror.

3. City Representative(s)

Unless provided otherwise elsewhere in the contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this contract, and/or services being performed hereunder. The representative(s) shall decide all questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

4. Termination of Contract

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Offeror, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City and so state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Offeror shall discontinue all work on the appointed last day of service.

COST PROPOSAL FORM
RFP-20-002
ADVERTISING AGENCY & MARKETING SERVICES

The price shall be required to be firm for the contract period Offerors must complete the following form. This form and any other document submitted which pertains to cost or pricing, **must be enclosed in a separately sealed envelope and must be labeled and followed as indicated on page 10, item 8. Cost Proposal, a) through c).**

I. COST PROPOSAL

Cost Proposal

Category	Service	Definition of Service	Budget Allocated	% Total Budget	Fees/Hourly Rate
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Planning

Management

Copywriting

Art Design

Production Layout

Research/Analytics

Media Buying

Placement

Website Design

Social Media Curation

Public Relations

Print Production

Broadcast Production

Totals:

II. **SAMPLE BUDGET BREAKDOWN FY 2020 OBJECTIVES**

The parties agree that the following tasks represent the priorities of the City and that the budget included for each line item reflects the amount of the total budget allocated to the project and may only be amended pursuant to the terms of this Agreement.

As used below, the following terms are used as described:

- Projected Placement Objectives list intended targets, but may be changed upon agreement of the parties.
- Creative Strategy under “General” and Creative under “FlyRoswell” should include copy writing, design, and any other costs necessary to create a concept ready for placement.
- Special Projects constitute money reserved in the total budget for items that may arise throughout the year but not anticipated at this time.
- By Priority under “General” “Agency – Creative Strategy” indicates the priority to the City in terms of timeliness and importance of accomplishing the annual marketing objectives.
- Submission of creative assets for grants and awards for FY20 along with research and analytics

Please complete the form with your submission how you would allocate funding if awarded the contract for the objectives outlined for fiscal year 2020. Form is on page 30.

SAMPLE BUDGET BREAKDOWN FOR FY 2020 OBJECTIVES

Budgeted (incl.
GRT)

TOURISM & ECONOMIC DEVELOPMENT

\$150,000

Placement - Media/Social/Digital

Projected placement objectives
include:

Examples: Chicago Chronicles

\$10,000

- ABQ Magazine
- Texas Monthly
- Digital - please list out categories
- Airport Signage
- New Mexico True Adventure Guide
- Banner Ads
- Facebook Ads
- Television Spot

Agency - Admin, Planning

Agency - Creative Strategy (by priority)

1 Visitor Guide Redesign

2 Photo/Video Development

- City of Roswell - economic development

3 Welcome Booklet

- City of Roswell

4 Rack Cards including:

- Spring River Zoo including map
- Roswell Recreation & Aquatic Center
- Planetarium
- Visitor Center Day Trips

5 Social Content Curation

Instagram, Twitter, and Facebook

Special Projects

- Allocation for unknown projects for FY2020

General Total

\$
10,000.00

Fly Roswell

\$100,000

Branding Concepts

Placement

Creative*

*Including but not limited to, copy writing and design
of banner ads, print, digital and video or other forms

Fly Roswell Total

\$
-

SUBMISSION CHECKLIST

This checklist is included as a convenience to the Offerors, but does not relieve any Offeror of reviewing the entire Request for Proposals packet, understanding its contents, and complying with all requirements contained therein.

1. Format and Organization of Proposal Materials

- a) Offeror shall submit one (1) unbound proposal labeled “Original” and five (5) bound exact copies of the “Original” proposal labeled “Copies” and bound in either a 3-Ring Binder or with Spiral binding and have Tab Dividers for each section listed below. The proposal content shall be submitted on 8 ½” x 11” 20lb white paper and **typed only on the front**. The font should be 12 pt. The proposal should be no more than 80 pages including cost proposals. One electronic file of the entire proposal must be submitted with the hard copies.
- b) **Cover Letter.** This letter is an introduction to the City that your company is submitting a proposal and why.
- c) **Title Page** with the RFP Number and Name, Offeror’s name and address, telephone number, web address, name of contact person and email address.
- d) **Table of Contents** that includes a clear identification of the written material by section and page number.
- e) **Tab Divider #1: Letters.**
 - i. Include the name of Offeror’s name and address, telephone number, web address, name of contact person, email address.
 - ii. **Transmittal Letter** (separate from the Cover Letter) that specifically states the Offeror’s understanding of the work to be accomplished and briefly outlines the Offeror’s strengths in providing the required services. This letter should state the proposal set forth remains effective for a period of 180 calendar days. If the Respondent intends to subcontract for any of the services, the transmittal letter shall contain the names of all such proposed subcontractors. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.
 - iii. **Written Assurance (Non-collusion Statement)** written on Offeror’s company letterhead that no member, officer or employee of the Offeror or its designees or agent or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
- f) **Tab Divider #2: Firm Information:**
 - i. Firm name, addresses, and telephone numbers of all firm offices.
 - ii. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
 - iii. Years firm has been in business.
 - iv. Names of principals in firm.
 - v. Primary contact.
 - vi. Organizational description.
 - vii. Description of firm’s philosophy.

- g) **Tab Divider #3: Firm's Experience, Qualifications, and General History:**
 - i. A brief history of the firm should be included.
 - ii. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Include organizational chart along with current resumes. Identify the one point of account that will be working on our account.
 - iii. Provide a profile of your organization and describe its legal structure principal officers and organizational structure.
 - iv. Evidence of past performance, quality and relevance of past work, references and related items.
- h) **Tab Divider #4: Creativity:**
 - i. Proposed strategies, process and creativity as demonstrate by the required project.
- i) **Tab Divider #5: Familiarity with the City of Roswell & Tourism Industry:**
 - i. Firm's understanding of our organization.
 - ii. Firm's understanding of our tourism department.
 - iii. Integration this knowledge into your proposal.
- j) **Tab Divider #6: Planning & Innovation:** On two pages or less, please describe the firm's approach to the project. The following should be addressed within the description.
 - i. Please describe your firm's understanding of the project(s).
 - ii. Describe how the firm will organize to perform the services.
 - iii. Describe how the firm will provide innovative programs and services.
 - iv. Provide suggested standards for setting up the City of Roswell to be at the forefront of the changing marketing landscape.
- k) **Tab Divide #7: Strategic Thinking/Planning Approach:**
 - i. Philosophy/approach to account planning, media planning and overall campaign development.
- l) **Tab Divider #8: Required Forms (exclusion of these forms will cause proposal to be rejected):**
 - i. Campaign Contribution Disclosure Form.
 - ii. Certificate of Insurance
 - iii. Proposal Acknowledgement Form.
 - iv. W-9 Form.
 - v. Vendor Information Form.
 - vi. Non-Collusion Statement (if applicable)
 - vii. Bond (if applicable)
- m) **Sealed Separately: Budget/Cost (if not sealed separately proposal will be rejected):**
 - i. Effective and efficient delivery of Budget Approach/Cost Effectiveness.
 - ii. Compensation structure.
 - **Financial Budget Breakdown = Cost Proposal**
 - **Sample Budget Breakdown for FY2020 Objectives**
 - iii. Describe the general financial capability of the Respondent and attach a current financial statement and balance sheet (preferably 3 years of financials).
 - iv. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.

- v. All insurance coverage that the firm has which would be applicable to the work.
- vi. Jurisdictions in which your organization's partnership or trade name is filed.
- vii. Jurisdictions and trade categories in which your organization is legally qualified to do business (please indicate registration or license numbers).

Offeror will include their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.

2. Packaging

- a) Notation on the outside of the packaging:

Sealed Proposal: RFP-20-002 Advertising Agency & Marketing Services

DUE DATE: **OCTOBER 10TH** 2:00 P.M.

Offeror's Name

Offeror's Address

- b) One Package - Two Envelopes
 - i. Proposal Documents (a-g)
 - ii. Separately sealed (budget/cost)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Offeror seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE OFFEROR 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 Offeror is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of 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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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 Offeror” 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 Offeror” 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 Offeror.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution Made By: _____

Relation to Prospective Offeror: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) (Attach extra pages if necessary)

Signature

Title/Position

Date

--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

Title/Position

Date

PROPOSAL ACKNOWLEDGEMENT FORM

<i>RFP#:</i>	RFP-20-002
<i>NAME:</i>	ADVERTISING AGENCY & MARKETING SERVICES
<i>DEPARTMENT:</i>	PUBLIC AFFAIRS
<i>DATE OF OPENING:</i>	Thursday, October 10, 2019
<i>TIME OF RFP OPENING:</i>	2:00 P.M.

TO: Air Freight Address: Chief Procurement Officer
City of Roswell
425 N. Richardson Ave.
Roswell, NM 88201

OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NUMBER: _____ Date: _____

ADDENDUM NUMBER: _____ Date: _____

ADDENDUM NUMBER: _____ Date: _____

ADDENDUM NUMBER: _____ Date: _____

The undersigned, doing business in the City of Roswell, submits herewith, in conformity with the instructions, conditions and specifications for the above listed proposal:

Submit <u>1</u> “Original” Proposal unbound and	5	Bound “Copies” of exact “Original” Proposal with the courtesy electronic file.
--	----------	--

Proposal must remain valid **180 days** after proposal opening unless otherwise stated herein.

Offeror Company Name:	Signed by:
Mailing Address / City / State / Zip:	Printed Name:
Phone Number:	Email Address:
Fax Number:	Date:



City of Roswell

VENDOR NO. _____
(Assigned by Purchasing Dept.)

VENDOR INFORMATION FORM FOR: REQUEST FOR PROPOSAL OR INVITATION TO BID

COMPANY INFORMATION (Please Type or Print Legibly)			
Company Name:			
DBA (if applicable):			
Address:			
City / State / Zip:			
Owner Name:			
Email Address:			
Company Phone #:		Fax #:	

REMITTANCE INFORMATION (if different than above)	
Company Name:	
DBA (if applicable):	
Address:	
City / State / Zip:	

ACCOUNTS RECEIVABLES INFORMATION (if different than above)		
AR Contact Name:		
Email Address:		
AR Contact Phone #:		Fax #:

TAX IDENTIFICATION NUMBER		
Federal Tax ID # (Business)	New Mexico State ID (CRS ID#)	Social Security # (Individual Only)

CHECK THE BOX WHICH INDICATES YOUR TYPE OF ORGANIZATION			
Individual/Sole/proprietor	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>
Or single-member LLC	<input type="checkbox"/>	S Corporation	<input type="checkbox"/>
	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
	<input type="checkbox"/>	Limited liability company	<input type="checkbox"/>
	<input type="checkbox"/>	C=Corporation S=S Corp P=Partnership	<input type="checkbox"/>
	<input type="checkbox"/>	Other:	<input type="checkbox"/>

A Year End 1099-MISC will be issued for a service industry or construction industry Vendor per IRS requirements.

(Revised: May 2019)

seeroswell.com

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CITY OF ROSWELL PO BOX 1838 ROSWELL NM 88202
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.

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

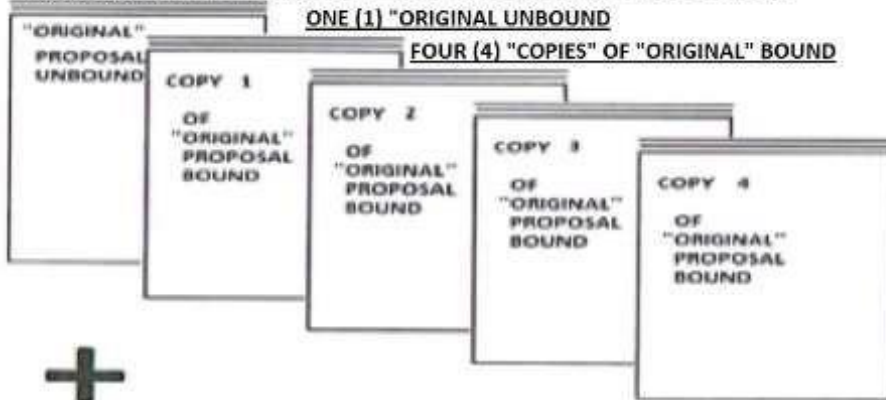
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXAMPLE: HOW TO SUBMIT RFP PACKET

PROPOSALS: DO NOT INCLUDE ANY "COST" INFORMATION OR DOCUMENTS



"Cost Proposal"

- Sealed Envelope
- Labeled as Shown
- Containing: Five (5) Copies of "Cost Proposal" and any other document with Cost Information

"Cost Proposal"
RFP-19-005
Offeror's Name

Enclose All Six (6) Items:

- One "Original" Proposal
- Five "Copies" of "Original" Proposal
- Cost Proposal Sealed Envelope

Envelope, labeled as shown

(OR)

Fedex, UPS or Other Courier labeled as shown

(OR)

Box, labeled as shown

Offeror's Name
Offeror's Address
City, State, Zip

City of Roswell
Attn: Purchasing
425 N Richardson Ave
Roswell, NM 88202

"Sealed Proposal"
RFP-19-005
August 13, 2019
2:00 PM

