



## **CITY OF ROSWELL, NEW MEXICO**

### **PURCHASING DEPARTMENT**

**425 N. RICHARDSON AVE., ROSWELL, NM 88201**

**LUPITA EVERETT, PURCHASING AGENT**

**DIRECT PHONE NUMBER: (575) 637-6222**

**EMAIL: [l.everett@roswell-nm.gov](mailto:l.everett@roswell-nm.gov)**

### ***REQUEST FOR PROPOSAL***

<b>RFP NUMBER:</b>	<b>18-002</b>
<b>RFP NAME:</b>	<b>RIAC Restaurant Food and Beverage Concession</b>
<b>DEPARTMENT:</b>	<b>Roswell Industrial Air Center</b>
<b>DATE OF OPENING:</b>	<b>Tuesday, August 1, 2017</b>
<b>TIME OF OPENING:</b>	<b>2:00 P.M.</b>

### **FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Pursuant to the provisions of the New Mexico State Procurement Act, sealed proposals, in single copy, subject to the conditions herein, will be received in the Office of the Purchasing Agent at City Hall, 425 N. Richardson Ave., Roswell, New Mexico until the date and time shown above, and at that time, proposals will be publicly opened and Offeror's names disclosed. Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the best proposal to City Council.

### **IMPORTANT:**

**PROPOSALS DUE TUESDAY, AUGUST 1, 2017 AT 2:00 PM  
OFFICE OF THE PURCHASING AGENT, CITY HALL  
425 N. RICHARDSON, ROSWELL, NEW MEXICO 88201**

1. These words must be written on ALL EXTERIOR PACKAGING on the bottom left corner of the SEALED ENVELOPE/MAILER/BOX/PACKAGE/CONTAINER. Failure to do so may 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

2. 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.
3. Proposals which are mailed, or otherwise delivered prior to the point of opening must contain the Information detailed in paragraph 1 above. This information shall also be included on **All Exterior Packaging. Proposals must be mailed or delivered by hand or courier service to:**

Mailed to: City of Roswell  
Office of the Purchasing Agent  
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  
Roswell, NM 88201

4. 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.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Proposer should so state.
6. 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.
7. Proposals must be submitted on the proposal schedule attached. **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.

8. **Proposals received later than the time and date when specified as due will not be considered.**
9. Amendments to or withdrawals of proposals received after the time and date set for proposal opening will not be considered.
10. Offerors or their representative may be present at the proposal opening.
11. The Purchasing Agent reserves the right to amend and/or cancel the Request for Proposals prior to the time and date of the proposal opening.
12. The Purchasing Agent reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Roswell.
13. In the event the Offeror is unable to submit a proposal, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive Requests for Proposal will result in the removal of the Offeror's name from the mailing list.
14. Offerors and/or vendors 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.
15. It is the sole responsibility of any Offeror who requests consideration for Resident Preference to have obtained a Resident Business Contractor'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 Contractor's Preference after proposal opening will not be considered.
16. 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. (13-1-108)
17. 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 vendors 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.
18. 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.

19. All Offerors and/or vendors doing business with the City of Roswell shall fill out the City of Roswell VENDOR INFORMATION FORM. All Offerors and/or vendors doing business with the City of Roswell must also provide IRS FORM W-9 (REV. December 2014), both forms are included in this proposal package. Failure to do so may cause the proposal to be rejected by the City of Roswell.
20. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.

### **CONDITIONS AND PROPOSAL OPENING PROCEDURES**

1. 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.
2. The Procurement Code (NMSA §13-1-28 through §13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
3. 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.
4. All interested parties are invited to attend proposal openings of the City of Roswell.
5. Proposals will be opened and Offeror's names 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.
6. Each proposal will be evaluated by the Purchasing Agent and the appropriate department or evaluation committee. The Offeror is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Purchasing Agent with the aid of the appropriate department head.
7. The Purchasing Agent and the department or evaluation committee will rule on any point needing clarification.
8. The apparent Best Proposal, meeting specifications, will be determined by evaluation committee assisted by the Project Manager and Purchasing Agent.
9. Following determination of the Best Proposal, the Purchasing Agent will recommend to the City Council that the City Manager be authorized to negotiate a contract with the Offeror of the Best Proposal.

10. 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.
11. Unless otherwise instructed, alternate proposals shall not be submitted and will not be considered.
12. 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.
13. One complete copy of the proposal, including Request for Proposal, specifications and any other requested literature, must be submitted with the proposal.
14. 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.
15. All proposals must be valid for a minimum of **120 days** after proposal opening, unless otherwise stated on the Proposal Sheet by the individual Offeror or the City of Roswell.
16. 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.
17. 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 proposers shall comply with federal wage rates on applicable projects.
18. 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.
19. All Offerors must complete the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** included in this REQUEST FOR PROPOSAL packet. Failure to do so will result in rejection of said proposal.
20. 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.

LUPITA EVERETT  
CITY OF ROSWELL  
PURCHASING AGENT

**Roswell International Air Center  
Restaurant Food and Beverage Concession  
RFP # 18-002**

**CITY OF ROSWELL  
1 Jerry Smith Circle  
Roswell, New Mexico 88203**

**PROPOSAL OPENING DATE**

**Date: Tuesday, August 1, 2017**

**Time: 2:00 p.m.**

**PRE-PROPOSAL MEETING DATE**

**Date: Tuesday, July 18, 2017**

**Time: 4:00 p.m.**

**Restaurant will be open at 3:00 p.m. for inspection**

**WRITTEN QUESTIONS TO BE SUBMITTED BY**

**Date: Friday, July 21, 2017**

**Time: 5:00 pm**

**RESPONSE TO QUESTIONS BY ADDENDUM**

**Date: Tuesday, July 25, 2017**

**Time: 5:00 pm**

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## **GENERAL CONDITIONS**

As required by 13-1-111 NMSA 1978 the City of Roswell is requesting proposals for Roswell International Air Center Airport Restaurant Food and Beverage Concession.

Proposals must include but are not limited to the requirements set forth in the "Scope of Services." Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Office of the Purchasing Agent. 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.

The opening of proposal contents shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. All qualified Offerors may be asked to submit best and final offers.

After obtaining best and final offers, the award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City of Roswell, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon the criteria which does not include price.

The Evaluation Committee will evaluate all proposals; determine the need for, and conduct any clarifications; and make a recommendation which will then be presented to the Legal Committee by the Project Manager who will then present a final recommendation to the City Council for award of the contract.

The City reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interest of the City of Roswell.

## Request for Proposals

### RFP-18-002 RIAC Restaurant Food and Beverage Concession

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#### 1. Description of the Project

- a. The City of Roswell is requesting proposals (RFPs) from qualified, professional restaurant operator (Offeror) to operate a full service restaurant food and beverage service at the RIAC.
- b. The facility is approximately 1,053 square feet.

Kitchen:	176 sf
Main Dining:	672 sf
Storage:	145 sf
Freezer:	60 sf
- (1) A floor plan of the facility is attached as Exhibit B.
- c. Offeror to provide signage, any additional display/accent lighting, sound system (other than PA for flight announcements), internal point of sale equipment, computer data linking, cutlery, cookware, table settings, phone line and linen. City must approve all Offeror provided items prior to installation and use.
- d. City will provide the current, existing items; refrigerator, freezer, sinks, oven, grill, fryer, ice machine, power outlets, and phone outlets, food preparation counters, bar counter, kitchen exhaust systems, range hood, drains, fire protection/detection devices, basic floor, ceiling, and wall finishes and basic lighting fixtures. The City will work with the Offeror to modify and improve the premises. Changes to structure including Fire Suppression system is the responsibility of the operator. The City will also extend access to the airport terminal's wireless internet service to the restaurant. A listing of additional items to be provided by the City can be found at EXHIBIT D, attached. Restaurant public restrooms to be shared as part of the Airport Terminal Facility. Any additional requirements or modifications will be the responsibility of the Offeror. Replacement of equipment by operator in the event that contract terminates, city will purchase equipment at depreciated value.
- e. The airport is owned and operated by the City of Roswell, New Mexico, which is the business and commercial center of the RIAC area. The Airport serves an area population of over 50,000 citizens. The approximate annual passenger traffic for the past four (4) years: (includes enplanements and deplanements)

2013 – 65,387

2014 – 69,081

2015 - 69,561

2016 – 89,013

## **2. Scope of Services**

- a. The selected Offeror is required to provide a variety of quality prepared hot and cold food and beverages appropriate for a full service food and beverage concession. The variety, quality, and appearance shall be consistent with the New Mexico Environment Department (NMED) approved food service standards for comparable food service facilities.
  - b. Offeror must demonstrate the ability to obtain any and all licenses required from the New Mexico Alcohol and Gaming Commission, Liquor Control Board, to operate a Governmental Liquor License to be held by the City of Roswell, RIAC airport. The use of the City's license is a significant, value-added component of this business opportunity.
  - c. Offeror shall provide any additional equipment appropriate for a restaurant facility and must obtain City's approval prior to installation and use in the facility. The Offeror may propose other enhancements such as panels, enclosures, or other visual treatment of the concession area for the City's consideration, such enhancements to be provided at the Offeror's expense.
  - d. Offeror must demonstrate and deliver a unique Roswell experience and communicate visitor opportunities within the restaurant. Offeror shall provide excellent customer service must be professional at all times in behaviors and in appearance. The quality of products must be of high quality.
  - e. The Offeror will also need to provide light catering options at the terminal for small groups and private events held in the vicinity of the Roswell International Air Center.
  - f. Offeror must demonstrate a quality that exemplifies a first and last impression upon entering and exiting the RIAC.
  - g. Offeror shall provide the labor, equipment, supplies, supervision and all things necessary to provide, operate and maintain facilities for dispensing food, and alcoholic beverages for individual, sit down or carry-out food service for the concession.
- (1) The current general operating hours of the airport terminal are 4:00 a.m. to 12:00 a.m. (midnight). Offeror may operate longer hours. The early morning staff consist primarily of airport maintenance crew, rental car staff, airline staff, and TSA personnel. (This is for general information only). The Offeror will operate seven (7) days a week, 365 days a year,

around airline schedule, unless otherwise approved by the City. City will ratify hours of operation as a minimum of hours will be required.

(2) Offerors shall include in its response to the RFP, its intended hours of operation.

- h. The City shall provide the following utilities to include: water, gas, electric, sanitary sewer and solid waste disposal.

### **3. Qualifications of Offeror**

- a. The Offeror should have prior experience in owning and/or operating a full service restaurant food and beverage concession. Offeror should provide the following information.

(1) Describe the type or types of service contemplated for the Airport and explain your rationale for selecting this approach.

(2) Provide a list of food and drink items anticipated to be served.

- b. Describe related and similar experience of the Offeror which clearly demonstrated the Offeror's capabilities in the area of restaurant concessions with the past five (5) years.

(1) Identify the key personnel in your organization who would be responsible for the implementation of this service and provide resumes and other evidence of their experience in restaurant concessions of the type contemplated.

- c. Offeror must not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. Offeror and staff must agree to submit to any background checks as deemed necessary by the City.

- d. The Offeror must deliver a uniquely Roswell experience tailored to a first impression of the City of Roswell as well as a lasting impression. Identify how you would accomplish this.

- e. The Offeror must consistently communicate Roswell visitor opportunities including current festivals, points of interest and resources. Identify how you would promote and communicate this to potential guests.

- f. The Offeror must provide quality products and a customer service experience that is professional in behaviors and appearance at all times. Identify how this would be executed and implemented at the facility.

- g. Offeror should have a business footprint elsewhere in Roswell.

- h. The presentation must be creative, but tasteful and notable.
- i. Identify your monthly estimate of the amount of gross sales which could be reasonably expected to be achieved in such a setting and the range of revenue which could be expected by the City. These figures are for information only at this time and shall be considered by the City to be non-binding estimates.

- (1) Provide a discussion of audit and inventory practices that would assure proper cost accounting.

#### **4. Information Required on Restaurant Food and Beverage Plan**

- a. The following items are to be included on the restaurant and beverage concession establishment plan.
  - (1) Provide specifications or brochures for any additional powered equipment proposed, indicating the type, quantity and the utility requirements of each piece of equipment.
  - (2) A sample menu with pricing.

#### **5. Compensation**

While final compensation shall be derived through negotiation of the final terms, the City provides the following compensation levels as guidance.

- a. Offeror must complete and submit form in the RFP page 32. The form must contain a minimum monthly guarantee and percentage of gross. Compensation proposal should be based on monthly payments to the City.
- b. Offeror shall pay a base rent. City suggestion of \$1,000 minimum for the space provided.
- c. Offeror shall pay a % of net revenue during the 2nd and escalated in subsequent years of operation to a maximum amount. City suggestions are a minimum of 5% for the second year, 10% the third year and 15% in subsequent years.

#### **6. Term of Agreement**

- a. The preferred term of the Agreement shall be two (2) years with the option of two (2) more one (1) year periods by mutual agreement of both parties, subject to earlier termination or extension pursuant to the Agreement provisions.
  - (1) A proposed term of agreement shall be specified by the Offeror in its proposal and shall be subject to negotiation.

## **7. The City's Responsibility**

- a. City shall endeavor to protect the successful Offeror's rights as exclusive Offeror to the extent allowed by law.
- b. City shall provide structural maintenance of the leased premises and shall maintain the exterior of the premises, including the roof and major maintenance and replacement of sewer and water lines, gas, plumbing, heating and air condition equipment, all exhaust fans, the entrances, entrance foyers, and entrance doors.
- c. City shall have access to and may inspect the premises at any time.

## **8. Pricing**

- a. Prices for items sold shall be based on current market pricing for similar area or regional food and drink concession services with emphasis on value to the customer and excellent customer service.

## **9. Disadvantage Business Enterprise ("DBE") Involvement**

- a. The Offeror shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract .28 percent of the dollar value of the prime contract to small business concerns controlled by socially and economically disadvantaged individuals (DBE). In the event that the Offeror for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are reputably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.
- b. The apparent successful Offeror will be required to submit information concerning the DBE's that will participate in the contract. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm, and (3) the dollar value of the work of the contract. If the Offeror fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. An RFP that fails to meet these requirements will be considered non-responsive.
- c. In compliance with U.S. Department of Transportation (DOT) Federal Register 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions, subpart D, section

23.59, the following information is required when none of the overall annual goals is 10 percent or more.

- d. As stated above the City has submitted an overall DBE goal of 28 percent for the 12-month period. In order to take all necessary and reasonable steps to foster participation by DBE's in concession agreements at the Airport, the following requirements shall be imposed on all Offerors competing for concession and lease agreements.
  - (1) The Offeror shall show efforts to locate DBE's in the relevant geographic area that are capable of providing goods and services in the Offeror's business operation.
  - (2) The Offeror's efforts to notify DBE's of opportunities to provide goods and services and to encourage them to compete.
  - (3) Any consideration given by the Offeror when practical, to structuring contracting procedures so as to encourage and facilitate DBE participation. For example, an Offeror may consider using competitive means to award a goods or service contract that would otherwise be renegotiated without competition.
  - (4) If appropriate, an explanation why the nature of goods and service contracts makes DBE participation arrangements not economically feasible.
- e. If the FAA regional civil rights officer approves a plan which does not contain any overall goals of a least 10 percent he or she may determine that based on the information submitted by the City under above subparagraphs a through d of this section and any other available information that:
  - (1) The Offeror is making all appropriate efforts to increase DBE participation in its concessions to a level of 10 percent; and
  - (2) Despite the Offeror's efforts, the goals submitted by the sponsor represent the reasonable expectation for DBE participation, given the availability of DBE's.

## II. Proposal Process

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### 1. Introduction

- a. Until the final award by the Roswell City Council, the City reserves the right to reject any or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the City will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

### 2. Schedule

- a. It is the City's intent to adhere to the following schedule. However, the City reserves the right to modify this schedule.

#### Preliminary Schedule

Activity	Date
Issue RFP	July 9, 2017
Pre-Proposal Meeting/Tour of Facilities	July 18, 2017
Deadline to Submit Additional Questions	July 21, 2017
Response to Questions by Addendum	July 25, 2017
Proposal Due Date	August 1, 2017
Evaluations	August 2 <sup>nd</sup> - August 11 <sup>th</sup> , 2017
Interviews	August 14, 2017
Submit Recommendation to Legal Council Committee	August 24, 2017
Submit Recommendation to City Council	September 14, 2017
Negotiate Contract (pending council approval)	One-Two Months
Notice of Award (upon approval of contract by council)	Following Day
Protest Period Start Date: Following Day after Notice of Award	15 Days

### 3. Pre-Proposal Meeting

- a. A Pre-Proposal Meeting will be held to provide an overview of the RFP and to introduce Offerors to the City's facilities and systems. It will also provide a forum to receive questions and comments from Offerors. The Pre-Proposal Conference will be held on July 18, 2017 at 4:00 P.M. MST at the RIAC Restaurant at 1 Jerry Smith Circle, Roswell, New Mexico. The restaurant will be open at 3:00 p.m. for inspection.



#### 4. Due Date

- a. Proposals shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

City of Roswell  
Lupita Everett, Purchasing Agent  
425 N. Richardson Ave.  
Roswell, New Mexico 88201

- b. **No later than 2:00 p.m. MST on August 1, 2017.** The Submittal Form, the Airport Lease Proposal Form, the Campaign Contribution Disclosure Form, the Proposal Acknowledgement form, the Vendor Information Form and the IRS Form W-9 **must be completed, signed, and incorporated into the proposal.** Envelopes or boxes should be clearly marked "Roswell International Air Center Restaurant Food and Beverage Concession, RFP-18-002." Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing date and time will be considered unresponsive and returned unopened to the Offeror. If proposal is sent by mail to the Office of the Purchasing Agent, the Offeror shall be responsible for actual delivery before the advertised date and time of the proposal opening.

#### 5. Number of Copies

- a. The Offeror shall submit one (1) original and five (5) copies of the proposal. All expenses associated with this submittal will be borne solely by the Offeror.

#### 6. Inquiries

- a. Questions and/or clarifications concerning this RFP will be accepted in writing through **5:00 p.m. MST, July 21, 2017.** Request may be transmitted via facsimile or e-mail. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and Addendum(s) to this RFP, if necessary, is scheduled to be issued by **5:00 p.m. July 25, 2017** and will also be posted to the city's website at: [www.roswell-nm.gov](http://www.roswell-nm.gov) / Bids&RFPs. No Offeror may rely upon oral responses made by any City employee or any representative of the City. Questions and/or clarifications concerning this RFP shall be directed to:

Procurement Manager  
Lupita Everett, Purchasing Agent  
PO Box 1838  
Roswell, NM 88202

(Fax) 575-624-6915

Email: [l.everett@roswell-nm.gov](mailto:l.everett@roswell-nm.gov)

- b. The only approved contact shall be with the referenced purchasing staff. Offerors making contact with any other City official, evaluation committee member, or City employee regarding this RFP may be disqualified.
- c. Offerors shall have no claim against the City for failure to obtain information made available by the City which the Offeror could have remedied through the exercise of due diligence.

## **7. Signing of Proposals and Authorization to Negotiate**

- a. The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFP.

## **8. Period of Acceptance**

- a. All proposals must remain valid for a minimum period of one hundred twenty (120) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the City.
- b. The City reserves the right to request additional information from the Offeror at any time during the selection process. The City also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the City after one hundred twenty (120) days. Offerors may, at their discretion, withdraw their proposals or provide the City with written extensions of time.

## **9. Binding Offers**

- a. All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 120-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions to proposals in the form of binding best and final offers.

## 10. Subcontracts and Other Contractual Arrangements

- a. The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the City for all contractual obligations.
- b. All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the City.

## 11. Independence of the Offeror

- a. The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the City, nor shall they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contract is successfully negotiated, will be that of independent contractor.

## 12. Laws and Regulations

- a. This procurement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the City of Roswell, New Mexico. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Roswell, New Mexico.

## 13. Confidentiality

- a. Proposals are subject to provisions of State law relating to inspection of public records. Pursuant to the provisions of NMSA 1978 §13-1-116, proposals will be kept confidential until a final and executed contract between the awarded Offeror and the City of Roswell, New Mexico is approved by the City Council. Following that approval, all documents pertaining to this submittal will be open for public inspection. Material(s) designated by the Offeror as proprietary or confidential will be reviewed by the Purchasing Agent. **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.** If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New

Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### **14. Prohibited Contacts**

- a. The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the City Council, City staff or the City consultants on any matter having to do in any respect with this RFP other than as outline herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal.

#### **15. Bribery and Kickbacks**

- a. As required by Section 13-1-191, NMSA, 1978; it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

#### **16. Protest Deadline**

- a. Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the final execution of the contract and the City's written notification to all responding Offerors. Protest must be written and must include the name and address of the protestor and the number assigned to this RFP by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

City of Roswell  
Lupita Everett, Purchasing Agent  
425 N. Richardson Ave.  
Roswell, NM 88201  
Email: [l.everett@roswell-nm.gov](mailto:l.everett@roswell-nm.gov)

## 17. Insurance Requirements

- a. Offeror agrees to protect, defend, indemnify, and hold harmless the City of Roswell, New Mexico, its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgements, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Offeror's obligation to protect, defend, indemnify, and hold harmless, as set forth herein, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Offeror further agrees to protect, defend, indemnify, and hold harmless the City of Roswell, New Mexico, its officials, agents and employees from and against any and all claims, liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of Offeror.
- b. Offeror assumes all risk of loss or injury to property or persons arising from any of its operations under this Agreement, and agrees to indemnify and hold harmless the City of Roswell, New Mexico from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. It is expressly understood that the foregoing provisions shall not in any way limit the liability of the Offeror.
- c. City of Roswell, New Mexico agrees to save and keep Offeror harmless from any and all loss, expense or liability resulting from negligence of City of Roswell, New Mexico or any of its agents, officers or employees in the maintenance or operation of the Airport to the extent allowed by the New Mexico Tort Claims Act.
- d. Offeror is required to have all riders applicable with New Mexico State Law prior to opening.
- e. The Offeror agrees to carry insurance in the minimum amounts as follows and will list the City of Roswell as additionally insured
  - (1) Liability insurance which shall include commercial general and automobile liability insurance, to insure against risks customarily insured against by similar businesses engaged in services of the type to be transacted under this Agreement.

- (2) Such limits as reasonably required by the City of Roswell, New Mexico, currently One Million Dollars (\$1,000,000) combined single limit, provided, however, that the limits of liability shall never be less than the limits specified in Section 41-4-19 NMSA 1978 as presently enacted or hereafter amended.
- f. The policies referenced in subparagraphs d (1) and d (2) above shall be issued by companies authorized to transact business in the State of New Mexico, shall name the City of Roswell, New Mexico as an additional insured and shall insure the City of Roswell, New Mexico in the same general terms and to the same general effect as the foregoing agreement of Offeror to indemnify and hold harmless the City of Roswell, New Mexico and certificates in the format designated by the Offeror evidencing such insurance contracts to be in effect shall be deposited with the Offeror. Each certificate must contain a provision requiring the insured to notify the City of Roswell, New Mexico at least thirty (30) days prior to the cancellation of the policy. Insurance limits and coverage requirements shall be reviewed at annual intervals from the date hereof and revisions or adjustments shall be reduced to writing.
- g. The Offeror shall comply with the provisions of the Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Offeror shall procure and maintain during the life of this Agreement complete Workers' and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 NMSA 1978 for safety devices. With respect to Workers' Compensation Insurance, if the Offeror elects to be self-insured, it shall comply with the applicable requirements of law. The Offeror, its officers, or employees, will not be responsible for any claims or actions occasioned by the failure of the Offeror to comply with the provisions of this paragraph.
- h. Offeror's carrying of the insurance required by this agreement shall not relieve Offeror of any other of its obligations under this agreement.
- i. Offeror shall maintain in force during the term of this agreement liability insurance with limits which shall be the greater of the limits required by the Tort Claims Act of the State of New Mexico or not less than the sum of Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property arising out of a single occurrence, the sum of One Million Dollars (\$1,000,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property damage, but including liquor liability and dram shop liability, or the sum of Two Million Dollars (\$2,000,000.00) for all claims arising out of a single occurrence. Offeror shall name City of Roswell, New Mexico as an additional insured on any such policies.

## **18. Information Provided by City**

- a. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors rely on any oral statement.
- b. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the City's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining an RFP. Each person requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

## **III. Proposal Format Requirements**

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### **1. General Format For Proposals**

- a. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the City, result in the rejection of the submittal. 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.

### **2. Organization of Materials**

- a. Proposals must be organized in the following manner:
  - (1) Submittal Form, Lease Proposal Form and Campaign Contribution Disclosure Form.
  - (2) Cover Letter
  - (3) Title Page
  - (4) Table of Contents
  - (5) Qualifications and Experience
    - 1. Professional Resumes
    - 2. References

- 3. Proof of Financial Capability
- (6) Approach and Management Plan
  - 1. Method of Operation
  - 2. Method of Operation tailored to first and last impression
  - 3. Method of communication of Roswell visitor opportunities
  - 4. Method of Excellent Customer Service Experience
  - 5. Hours of Operation
  - 6. Staffing Plan
  - 7. Equipment to be provided
  - 8. Sample menu, including pricing and sample catering menu
  - 9. Restaurant theme or atmosphere – please make sure this is marked confidential
  - 10. Compensation Package
  - 11. Transition or Mobilization Plan
- (7) Marketing Plan
- (8) Capital Investment (if any)
- (9) DBE Requirements
- (10) Proposal Acknowledgement Form, Vendor Information Form and IRS Form W-9

### **3. Contents of Proposal**

- a. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the advertising agreement with the City of or to which the Offeror intends to assign material responsibilities under any such agreement.
- b. Submittal Form, Lease Proposal Form, Campaign Contribution Disclosure Form, Vendor Information Form and IRS Form W-9.
  - (1) The submittal form, lease proposal form, the campaign contribution disclosure form, Vendor Information Form and IRS Form W-9 are included. Each must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.
- c. Cover Letter
  - (1) The cover letter shall constitute a firm offer to the City and be utilized to introduce the Offeror. Cover letter should contain the following information:
    - 1. Designation of the business entity that will contract with the City;



2. Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, phone and facsimile numbers, and e-mail addresses;
3. A clear statement indicating that the attached proposal constitutes a firm and binding offer by the Offeror to the City;  
and,
4. A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

d. Title Page

- (1) The Cover letter should be followed by a title page on letterhead of the Offeror. It should contain the name and identification number of this RFP, and identify the name, title, company, mailing address, phone number (voice and facsimile) and e-mail address of all persons authorized to commit the Offeror to contractual arrangements with the City. This person will be considered by the City as the Offeror's contact point for all communication regarding this procurement.

e. Table of Contents

- (1) Proposals should contain a detailed table of contents (similar to paragraph 2, above) listing major sections and subsections which correspond to the requirements of the RFP. The table of contents should also list all tables, exhibits, figures, etc. contained in the proposal.

f. Qualifications and Experience

- (1) Professional Resumes of each key staff member, organized as follows:

1. Professional background
2. Current and past relevant restaurant food and beverage experience
3. Education
4. Certifications
5. A listing of directly relevant projects of similar nature which includes the project name, project description, and role of staff member in project.

- (2) A minimum of three (3) references from corporations or individuals who have direct knowledge of Offeror's experience in owning and/or operating a restaurant/beverage concession business of this type within the past five (5) years.

- (3) Information regarding the financial capability of the Offeror to conduct this type of business. The Offeror must provide a summary of the Offeror's financial and business commitment to ensure the sound fiscal operation of this restaurant food and beverage concession. The Offeror must include a minimum of one (1) reference from a financial institution attesting to the Offeror's business and financial status and capabilities.

g. Approach and Management Plan

- (1) Offeror must submit a specific plan describing how the Offeror proposes to operate the restaurant and beverage concession in conformity with the terms of use including, but not limited to:
  1. A general description of how the restaurant and beverage concession will be operated to provide excellent customer service to the general public and airport patrons;
  2. Provide and Identify how Offeror plans to communicate visitor experience with high quality food and beverage products
  3. Hours of operation; in relation to Airport terminal hours of operation;
  4. Staffing and training plan;
  5. Description of equipment to be provided;
  6. Sample menu, including pricing; and catering sample menu
  7. Any restaurant theme or atmosphere to be developed;
  8. Compensation package to be offered to the City that consists of Offeror's proposal for compensation based on monthly payments to the City.
  9. A Transition or Mobilization Plan that described how the start-up of the restaurant and beverage concession will be conducted including the proposed commencement date and level of service to be offered.
  10. A detailed listing of any exceptions to the requirements or performance standards specified in the RFP that the Offeror cannot or will not be able to meet, as well as any specific modifications that the Offeror will require.

h. Marketing Plan

- (1) A marketing plan that indicates how the restaurant and beverage concession will be marketed and promoted that includes a description of any advertising, signage, or other promotional activities that are anticipated and financial commitment to such activities. The City recognizes that a key element of the success of any business at this location is marketing. Such things as newspaper and radio ads, flyers sent to local businesses, posting of specials for holidays and events, and introduction of the business to professional and

social groups in the community will attract customers to the new business. An aggressive marketing plan will be viewed favorably.

- (2) A marketing budget that indicates the plan listed above including placement, flight schedule and key performance indicators for each marketing tactic listed
- (3) A high level operational goals for growth plan should be developed in conjunction with a marketing plan for sustainability. First year, 2<sup>nd</sup> year, and 3<sup>rd</sup> year.

i. Capital Investment

- (1) A specific description of the capital investment to be made in relation to operating the restaurant and beverage concession facility, including:
  1. A description of any additional equipment to be used in the operation of the restaurant and beverage concession;
  2. Any structural improvements to be made to the facility by the Offeror that are necessary to accommodate the operation of the restaurant and beverage concession as proposed by the Offeror;
  3. Description of any non-structural improvements to be made to the facility by the Offeror that are necessary to accommodate the operation of the restaurant and beverage concession as proposed by the Offeror, including signs, lighting, sound equipment or similar equipment.

j. Response to DBE Requirements

- (1) Although the DBE goal for this RFP is .28%, the following information is needed to demonstrate that a good faith effort has been made to recruit DBE firms as prime contractors or subcontractors:
  1. Offeror shall provide information regarding the current status of the Offeror in relation to the Disadvantage Business Enterprises (DBE) Program;
  2. Offeror shall also provide information regarding any program the Offeror may have for the direct involvement of DBE's in the activities, management, and operations of this concession or the provision of goods and services to the Offeror in the operation of this business.

3. Offeror shall also provide information as to why the nature of goods and service contracts or the operation of this business does not make DBE participation arrangements economically feasible.
4. *“Roswell International Air Center has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program in accordance with the regulations of the U.S. Department of Transportation, 49 CFR Part 23. The concessionaire is required to participate in the Roswell International Air Center’s ACDBE Program underneath this agreement”.* A copy is available on the City Website: <http://roswell-nm.gov/307/Roswell-International-Air-Center / Air Center Documents / ACDBE Policy Statement>

#### IV. Evaluation

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##### 1. Criteria for Award

- a. 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. Other information required by the City to be submitted in response to this RFP is included elsewhere in this solicitation.
- b. An Evaluation Committee will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The Evaluation Committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

- 10 points    Responsiveness – The extent to which the response meets the requirements of the solicitation and the extent to which the respondent is likely to be able to achieve the desired results. This includes:
1. The methods proposed;
  2. Qualifications and experience of assigned staff members;
  3. Understanding of the project and the City’s objectives;
  4. The degrees of response to the specific requirements of the solicitation.
  5. Customer and Visitor Experience methods

- 25 points    Responsibility – The capabilities, integrity and reliability of the Offeror, including:
1. Experience and history of the firm in establishing and operating similar food and beverage concessions;
  2. The management procedures of the firm in operating food and beverage concessions of this type;
  3. Financial capability of the Offeror to conduct this type of business. Offeror to include one (1) reference from a financial institution attesting to the Offeror's business and financial status and capabilities;
- 35 points    Approach and Management Plan – A description of the restaurant and beverage concession to be operated, including, but not limited to:
1. General description of how the restaurant food and beverage concession will be operated.
  2. The method of delivery of services which would contribute to the successful and hygienic operation of food and beverage concessions.
  3. The method of delivery for excellent customer service providing a first and lasting impression on patrons
  4. The method of delivery for communicating Roswell visitors experience
  5. The type and condition of equipment to be used.
  6. Hours of operation;
  7. Staffing and training plan;
  8. Sample menus with pricing;
  9. A transition or mobilization plan for start-up;
  10. Capital Investment/Commitment to project.
- 15 points    Marketing Plan – A description of the marketing initiatives to be employed by the Offeror to attract and retain customers.
- 15 points    Compensation Package to be offered to the City that consists of Offeror's proposal for compensation based on monthly payments to the City.

**100 POINTS TOTAL**

## AIRPORT LEASE PROPOSAL FORM

**Fee Proposal:** The final terms of the Airport Lease will be negotiated between the selected Offeror and the City, subject to review and approval by the Roswell City Council.

### Minimum Monthly Guarantee (MMG)

Please propose a minimum monthly guarantee (MMG) of rent for a Lease in the event you are selected as the successful Proposal.

**Minimum Proposed:** \$ \_\_\_\_\_ per Month

The MMG amount will be implemented on a graduated scale as follows:

0 – 90 days.....50% of MMG

91 – 180 days.....75% of MMG

180 days and above.....100% of MMG

### Percentage Rent

In addition to the MMG (base rent) described above, the City is seeking to receive a percentage of gross income generated by the restaurant concession (the restaurant concession being defined as restaurant, and lounge/bar). The first One Thousand (\$1,000.00) of each year shall be exempt from any additional percentage of gross income generated by the restaurant concession. All gross income over the initial One Thousand (\$1,000.00) shall be subject to a minimum of 5% of gross income revenue to the City.

Please propose a percentage of gross revenue over the first One Thousand (\$1,000.00) of each year. The proposed percentage must meet or exceed the minimum of 5%:

PROPOSED PERCENTAGE OF GROSS REVENUE OVER \$ \_\_\_\_\_ : \_\_\_\_\_ %

### PROPOSED LEASE TERM

The Offeror should propose the length of term desired for the Restaurant Lease, should they be selected as the successful Offeror. The City recommends a lease term of no less than two (2) years and no more than four (4) years.

### Lease Term Proposal:

Please propose the length of term desired for the Restaurant Lease in the event you are selected as the successful Proposal. The proposed lease term should be between two (2) and four (4) years.

**Proposed Lease Term:** \_\_\_\_\_ years. (Will not be evaluated. Information purposes only.)

EXHIBIT A  
Draft Agreement

Will be provided via addendum at a later date.

## EXHIBIT B

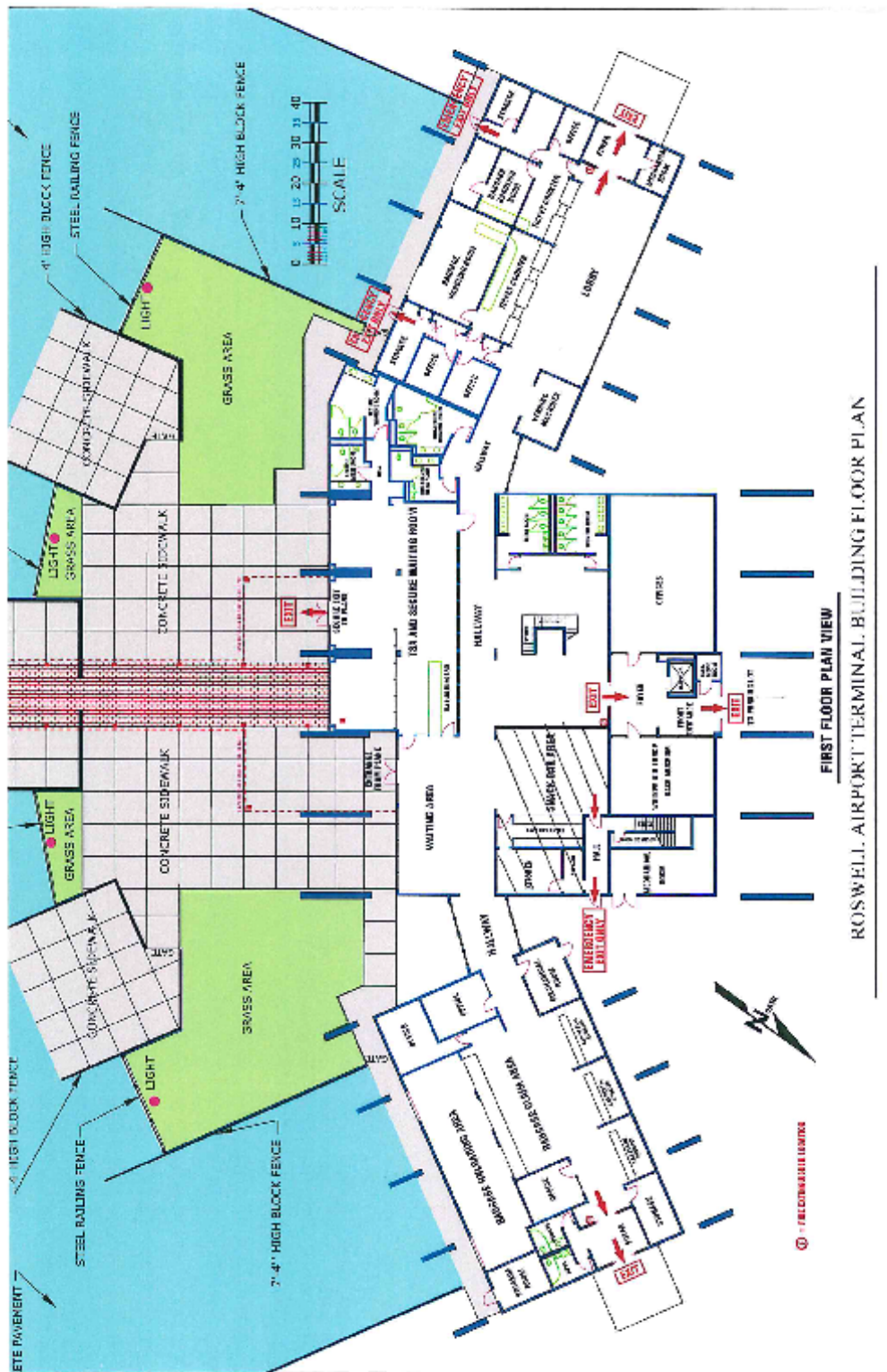




EXHIBIT C  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor 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 contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source 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 contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

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

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\_\_\_\_\_  
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

Exhibit D  
(Restaurant Inventory List)

Keys to restaurant – 2 total  
Keys outside back door – 2 total  
Keys lobby gate – 2 total  
Ice Maker, Scotsman, SN: 11091320017350  
Refrigerator, True, Model T-35, SN: 12121865  
Freezer, True, SN: 922166  
Cooler, Food Service, True, Model TSSV-48-8, SN 3183087  
Range, Gas “Wolf”  
Grill, “Vulcan”, City Tag 001342  
Fryer, Deep Fat, “Vulcan”, 2 basket  
Table, four person, 8 each  
Table, six person, 2 each  
Chair, table 36 each  
Table, Prep “Aerohot” dual control, 6 compartment, 3 extra inserts  
Sam 45 Cash Register (no key)  
Bunn Coffee Maker  
Fire Suppression System

City of Roswell Form AF – 13(a)  
Certificate of Insurance

## REQUEST FOR PROPOSAL SUBMITTAL FORM

\*\*\*\*\*

Approved as to Form:

RFP-18-002

RFP TITLE: Roswell Industrial Air Center  
Restaurant Food and Beverage  
Concession

/s/ Lupita Everett  
Purchasing Agent

If you have any questions regarding this  
Request for Proposal please contact  
Procurement Manager:  
Lupita Everett, Purchasing Agent  
Email: [l.everett@roswell-nm.gov](mailto:l.everett@roswell-nm.gov)  
Phone Number: 575-637-6222

If you have any questions regarding the  
Scope of Work please contact  
Project Manager:  
Scott Stark, Airport Director  
Email: [s.stark@roswell-nm.gov](mailto:s.stark@roswell-nm.gov)  
Phone Number: 575-347-5703

\*\*\*\*\*

City of Roswell  
Purchasing Department  
425 N. Richardson Ave.  
Roswell, NM 88201

PRE-PROPOSAL CONFERENCE  
DATE: July 18, 2017  
TIME: 2:00 p.m.

PROPOSAL OPENING DATE:  
Tuesday, August 1, 2017 at 2:00 p.m.

PLACE: RIAC, Airport Restaurant, 1 Jerry  
Smith Circle, Roswell, NM 88203  
The restaurant will be open at 1:00 p.m. for  
Inspection

IMPORTANT – PROPOSALS MUST BE SUBMITTED IN A SEALED PACKAGE, ENVELOPE OR BOX WITH THE RFP NUMBER, OPENING DATE, VENDOR NAME AND ADDRESS CLEARLY WRITTEN ON THE EXTERIOR FRONT OF THE PACKAGING ON THE BOTTOM LEFT CORNER.

### **FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Sealed proposals will be received until the above specified date and local time, and then opened by the City of Roswell Purchasing Department. The content of the proposal will not be disclosed so as to be available to competitive Offerors during the negotiation process. The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award. This proposal is subject to the Purchase Order "Terms and Conditions", Proposal Requirements, and Scope of Work.

**CITY OF ROSWELL, NEW MEXICO**  
**NOTICE TO OFFERORS**  
**RIAC RESTAURANT FOOD AND BEVERAGE CONCESSION**  
**RFP #18-002**

Opening Date: Tuesday, August 1, 2017 @ 2:00 p.m.

A pre-proposal conference will be held at the RIAC Restaurant, 1 Jerry Smith Circle, Roswell, New Mexico, at 4:00 p.m. on July 18, 2017. The restaurant will be open at 3:00 p.m. for inspection.

RFP documents may be retrieved by accessing the City of Roswell website,  
[www.roswell-nm.gov](http://www.roswell-nm.gov), then click the Bids/RFPs button

or by calling (575) 637-6222

or may be obtained at the Office of the Purchasing Agent at 425 N. Richardson Ave., Roswell, New Mexico.

Publication Date: Sunday, July 9, 2017



CITY OF ROSWELL, NEW MEXICO  
Purchasing Department  
425 North Richardson Ave.  
Roswell, NM 88201

**PROPOSAL ACKNOWLEDGEMENT FORM**

<i>RFP#:</i>	<b>RFP-18-002</b>
<i>NAME:</i>	<b>RIAC Restaurant Food and Beverage Concession</b>
<i>DEPARTMENT:</i>	<b>Roswell Industrial Air Center</b>
<i>DATE OF OPENING:</i>	<b>Tuesday, August 1, 2017</b>
<i>TIME OF RFP OPENING:</i>	<b>2:00 P.M.</b>

TO: Air Freight Address: Purchasing Agent  
City of Roswell  
425 N. Richardson Ave.  
Roswell, NM 88201

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

*WILL TAKE THE PROPOSAL OR PROPOSALS WHICH ARE IN THE BEST INTEREST OF THE CITY.*

**Submit 1 original** of proposal plus **5** copies to be given to the evaluation committee.

ACKNOWLEDGEMENT OF: ☐ ADDENDUM "ONE" ☐ ADDENDUM "TWO"

Proposal must remain valid 120 days after proposal opening unless otherwise stated herein.

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

## Vendor Information Form

This form **must have** a completed (IRS) W-9 Form (Rev. Dec 2014) and returned to the City Employee requesting this form. Any questions may be directed to the Purchasing Department at (575) 637-6222. Thank you.

COMPANY INFORMATION (Please Type or Print Legibly) :		REMITTANCE Information (if different):	
Name:		Pay to:	
DBA (If applicable) :		Address:	
Address:		Address:	
City /State / Zip:		City /State/Zip:	
Email Address:		Contact Name:	
Phone #:		Phone #:	
Fax #:		Email Address:	

What type of Business is your company? (Example: Street Construction, Bldg Construction, Supplier/type, Service/type, etc.)

TAX IDENTIFICATION NUMBER:			
Federal Tax ID # (Business):	New Mexico CRS ID #:	Social Security # for INDIVIDUAL ONLY:	
Check the box which indicates your type of organization:			
Individual/Sole	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>
or single-member LLC	<input type="checkbox"/>	S Corporation	<input type="checkbox"/>
		Partnership	<input type="checkbox"/>
		Limited liability company	<input type="checkbox"/>
		C=Corporation S=S Corp P=Partnership	_____
		Other :	

PURCHASING DEPARTMENT INFORMATION (If different from Company Information):	
Contact Name: _____	Phone #: _____
E-mail address: _____	Fax #: _____
Mailing Address: _____	
City/State/Zip Code: _____	

***** CITY EMPLOYEE MUST COMPLETE BEFORE SUBMITTING TO PURCHASING DEPARTMENT *****			
Employee Name:	Department:	Phone#:	Date:
LUPITA EVERETT	PURCHASING	575-637-6222	BID/RFP OPEN DATE
What is the reason your department will be using Vendor?:			
TO SET UP THE AWARDED VENDOR FROM AN ITB OR RFP			

Purchasing office use only: NTTC TO BE ISSUED: YES [ ] NO [ ] 1099 TO BE ISSUED: YES [X] NO [ ]

(Revised January 2017)

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

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; 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) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)	Requester's name and address (optional) <b>City of Roswell</b> <b>PO Box 1838</b> <b>Roswell NM 88202</b>
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.