ADDENDUM

REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, SEPTEMBER 11, 2025
Chaves County Administrative Center
Commission Chambers -- #1 St. Mary's Place
Roswell, New Mexico 88203

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 25-28. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

SEPTEMBER 11, 2025 6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1	Ward II	Ward III	Ward IV	Ward V
Cristina A. Arnold	Juliana Halvorson	Edward L. Heldenbrand	Robert B. Corn	Angela G. Moore
Juan Oropesa	Will Cavin	Christopher Cortez	Darrell Johnson	Carlos Marrujo, Jr.

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up prior to 6:00 p.m. In compliance with Resolution 25-28, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation

1. Approval of agenda - approve the agenda for the September 11, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the September 11, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS ***(items 3-18 will be approved at the time of the approval of the consent agenda)***

3. Approval of the Commercial Operation Application for use at the Roswell Air Center. (Heldenbrand/Thompson) (Pg. 4)

4. Approval of PO requisition for FY 26 Micro-Surfacing Pavement Maintenance operations. PO of up to $712,746.68 to IPR Inc., utilizing Eddy County Agreement A-24-52-R1 RFP 24-02 Emulsified Sealing Services. (Corn/MarCornack) (Pg. 10)

5. Approval of PO requisition for FY 26 Hot Recycle Pavement Maintenance operations. PO of up to $1,200,000 to Dustrol Inc., utilizing statewide price agreement 40-80500-23-17059. (Corn/MacCornack) (Pg. 18)

6. Approval of PO requisition for FY 26 Nova Chip Pavement Maintenance operations. PO of up to $266,221.82 to Brasier Asphalt Inc., utilizing a statewide price agreement 30-80500-23-17019. (Corn/MacCornack) (Pg. 26)

7. Approval of a budget adjustment and purchase order in the amount of $60,345 for

conservation of stone and metal collection items by The Conservation Center. (Corn/Brooks) (Pg. 37)

8. Approval of the ratification of PO #22600725 to Holloway Construction in the amount of $75,690.12 for the construction of the monument entry sign to the National Champion Air Races. (Corn/Rogers) (Pg. 45)

9. Approval of award of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award to the following vendors: Builders Tech LLC; Custom Wrought Iron & Welding; Pecos Valley Machine Company, Inc.; RDF Enterprises, Inc.; and W.I. Construction, LLC. (Corn/Chaparro) (Pg. 94)

10. Approval to authorize to issue a PO to Priority Dispatch in the amount of $64,420.00 to cover all maintenance, license renewals, services, and support for the structured call-taking protocols used by dispatch for FY26. (Corn/Best) (Pg. 124)

11. Approval to enter into a contract with OpenGov for Budgeting and Grants Management Software for $201,343.14. This procurement will be through the Sourcewell contract 060624.(Corn/Gomez) (Pg. 127)

Resolution(s)

12. Resolution 25-45: Weeds - The resolution shall mandate the cleanup of approximately fifty-two (52) separate properties within the City. (Heldenbrand/Franco)(Pg. 178)

13. Resolution 25-46: Condemnations - adoption of Resolution 25-46, the resolution shall require the removal or demolition of eight (8) dilapidated structures. (Heldenbrand/Franco) (Pg. 186)

14. Resolution 25-47: adoption of Resolution 25-47, approving budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez) (Pg. 199)

Bids, RFP's and Agreements

15. Approval of a Lease Agreement with P.T. Productions, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N Kentucky, Roswell, NM 88203. (Corn/Verciglio) (Pg. 202

MINUTES

16. Approval of the minutes from the Regular City Council meeting on August 14, 2025. (Halvorson/Martinez) (Pg. 209)

17. Approval of the minutes from the Special City Council meeting on August 22, 2025. (Halvorson/Martinez) (Pg. 238

Lodgers' Tax Request

18. Approval of the Eastern New Mexico State Fair Lodgers' Tax Funding Request in the amount of $20,000 for Sponsorship. (Corn/Conyers)

NON-ACTION ITEMS (Information Items)

19. Recognition of Adrianne Vigil (Girl Scout Troop 18044) Proper Disposal of the New Mexico State Flag -- NM House Bill 468

20. Employee Out-of-state Travel (Halvorson/Martinez)

Per Resolution 24-55: All Out-of-State travel shall be communicated to the City Council before travel. Below is a list of employees traveling out of state by department. Memos for each department are attached. (Pg. 251)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

PUBLIC HEARING(S)

21. Ordinance 25-05: Hold a public hearing to consider adopting proposed Ordinance 25-05: Amending Chapter 2 of the Roswell City Code Regarding City Auditor Appointment. (Heldenbrand/Cortez) (Pg. 255)

CLOSED SESSION

22. **Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, and pertaining to union negotiations. (Halvorson/Yntema)** (Pg. 258)

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

Adjournment

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please get in touch with Human Resources at 575-624-6700 at least one week before the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please do not hesitate to contact the City Clerk at 575-637-6202 if a summary in an alternative accessible format is required.
Printed and posted: Monday, September 8, 2025.
To watch the City Council Meeting live from your computer, tablet, or smartphone, go to https://www.youtube.com/@CityofRoswellNM/featured. You can also go to www.roswell-nm.gov, then click on the YouTube link on the banner on the right side of the screen.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 09/11/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval of the Commercial Operation Application for use at the Roswell Air Center. (Heldenbrand/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

The Air Center currently has individuals/companies working on-site who do not have any contracts. This document provides legal and insurance protections from those individuals to the city.

FINANCIAL CONSIDERATION
N/A

LEGAL REVIEW:
City Attorney has reviewed and approved this document.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval (5-0) at their meeting on August 21, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

application

ROSWELL
Air Center (ROW)

[redacted]

Name: _____

Business Name or DBA _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Information: **Phone:** _____

Fax: _____

Email: _____

Alternate Emergency Contacts: **Name:** _____ **Phone:** _____

Name: _____ **Phone:** _____

****

TYPE OF COMMERCIAL ACTIVITY | *Select all that apply*

- ☐ **Fixed Base Operator (FBO)**
- ☐ **Limited Fixed Base Operator (LFBO)**
- ☐ **Specialized Aviation Service Operation(s) (SASO)**
  - ☐ Airframe and Power Plant Maintenance
  - ☐ Aircraft Rental
  - ☐ Avionics Sales/Maintenance
  - ☐ Aircraft Storage/Hangars
  - ☐ Aircraft Sales
  - ☐ Aircraft Restoration/Refurbishing
  - ☐ Charter, Taxi, Aircraft Management
  - ☐ Flight Training
  - ☐ Specialized Flying Services
  - ☐ Skydiving Services

****

THE FOLLOWING ITEMS NEED TO ACCOMPANY THIS APPLICATION:

New Mexico State Business Registration – New Mexico Secretary of State

DRAFT

Certificate of liability insurance in the amounts identified and naming the City of Roswell and Roswell Air Center as additionally insured

PLEASE PROVIDE A STATEMENT DESCRIBING HOW YOU WILL PROVIDE THE FOLLOWING SERVICES
Select Not Applicable for Services Not Provided

Fuel Storage: Not Applicable

Fuel Truck Storage: Not Applicable

Aircraft Line Services: Not Applicable

Maintenance or MRO Services: Not Applicable

Aircraft Storage & Hangars: Not Applicable

Optional Services: Not Applicable

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Valid Land/Building Lease on the airport

Please list the Land leases and/or Building Leases, Subleases that meet the business' Minimum Standards

DRAFT

Provide a statement describing the structure and general operations of the business:

Please include a list of all business officers and titles in the outline and number of employees working for company at ROW.

A $300.00 ($100 renewal) administrative fee must accompany this application. Applicants may call the administration office with credit/debit card information or make a check payable to "Roswell Air Center". An application for an operator agreement does not does guarantee a future operator agreement with the airport. The right to conduct commercial activities on the airport requires the issuance of a commercial operator certificate and requires annual renewal. Commercial operators must maintain compliance with minimum standards and other airport rules and regulations.

_____ _____

Applicant Signature **Date**

_____

Name

_____

Title

****

Office Use Only:

Application Received: **DATE: _____** **INT: _____**

Payment Received: **DATE: _____** **INT: _____**

- ☐ **Approved**
- ☐ **Not Approved**
- ☐ **Approved with the following provisions**

_____ _____

Airport Director's Signature **Date**

DRAFT

Regular City Council Meeting 4.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of PO requisition for FY 26 Micro-Surfacing Pavement Maintenance operations. PO of up to $712,746.68 to IPR Inc., utilizing Eddy County Agreement A-24-52-R1 RFP 24-02 Emulsified Sealing Services. (Corn/MarCornack)

BACKGROUND:
Initiated by: James MacCornack

The Streets budget includes $2,300,000 for pavement maintenance activities. It is proposed to utilize up to $712,746.68 to perform Micro Surfacing after Hot Recycle activities on various City Streets. The streets were selected based on visual review and address some areas that were damaged by flooding in October 2024.

Proposed street list is attached.

FINANCIAL CONSIDERATION
Current available FY26 approved budget is $2,300,000 for pavement maintenance activities.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended approval 5-0 at its meeting on August 18, 2025, to send to Finance. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote from IPR Inc.
RFP Eddy County Agreement
IPR Micro Surfacing Street List

INTERSTATE PAVEMENT RESURFACING

To: Frank Rincon

City of Roswell Street dept

300 East Walnut Street

Roswell, NM 88201

Date: 07/29/2025

ATTN: Frank Rincon

Phone: 575-910-5042

JOB LOCATION: Various

EST NO: 25-10-001

Using the Eddy County Agreement A-24-52 RFP 24-02 Emulsified Sealing Services

Resurface approximately 180,000 square yards with a single application of polymer modified micro resurfacer. Approximate rate at 25 pounds per square yard.

1. Line-item Type II micro $270.00 per ton X 2250: $ 607,500.00

2. Line-item Traffic Control 15 days, X $2,500.00 = $ 37,500.00

3. Line-item mobilization $10.00 per mile X 7 vehicles X 190 miles = $13,300.00

Tax 8.2708% = $ 54,446.68

Seven hundred twelve thousand, seven hundred forty-six dollars and sixty-eight cents

$**712,746.68**

Tax Included

Payment shall be due upon completion of work.

Buyers Acceptance

Contractor's acceptance

Proposal Date: 29 July 2025

Date of acceptance: _____

IPR, Ltd.

Signature: _____

By: _____

This proposal may be withdrawn if not accepted after the following 30 days:

County of Eddy
State of New Mexico

COMMISSIONERS

Sarah M. Cordova, Chairwoman
District 5

James "Bo" Bowen, Vice Chairman
District 4

Ernie B. Carlson, Member
District 1

Hayley Klein, Member
District 2

Philip Troost, Member
District 3

COUNTY MANAGER

Mike Gallagher

ELECTED OFFICIALS

Rhonda Hatch
Assessor

Cara A. Cooke
Clerk

Jay L. Francis
Probate Judge

Matthew T. Hutchinson
Sheriff

Patricia H. Carrasco
Treasurer

Eddy County
Administration Complex
101 W. Greene Street
Carlsbad, NM 88220
575-887-9511(p)
575-236-1061(f)

RFP 24-02 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY & PARTNERING COUNTIES
A-24-52 R1

Contract Renewal No: ONE
Contract Term: June 1, 2025 – May 31, 2026
Awarded Vendor: IPR, LTD
3740 Hawkins St. NE Suite B
Albuquerque, NM. 87109

CONTRACT RENEWAL NO. 1

Title: RFP 24-02 EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY & PARTNERING COUNTIES A-24-52 R1

This Contract Renewal is to be attached to the respective Contract and become a part thereof. The existing Contract initially commenced on **June 1, 2024 thru May 31, 2025. The County reserves the right to extend this Agreement for one-additional one-year renewal term, upon the agreement of both parties hereto, which agreement be upon the same terms and conditions as are set forth herein.** Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. Eddy County desires **to extend this Contract for an additional one (1) year until May 31, 2026** at the same price, terms and conditions unless otherwise stated.

The provisions of the Contract shall remain in full force and effect, except as modified by this Contract Renewal.

Eddy County
Board of County Commissioners

By: _____
Name: Sarah M. Cordova
Title: Commission Chairwoman
Date: APRIL 22, 2025

Address for Notice:
101 W. Greene St
Carlsbad, NM 88220

IPR, LTD

By: _____
Name: Frank H. Clark
Date: May 12, 2025

Address for Notice:
3740 Hawkins St. NE Suite B
Albuquerque, NM. 87109

ATTEST: _____
Cara Cooke, County Clerk

COUNTY COMMISSION OFFICIAL SEAL EDDY COUNTY, NEW MEXICO

FY 2026 Micro Surface over Hot Recycle

IPR Inc.

Direction	Street	From	To	Width	Length	Total Sy
W	12TH ST	N KANSAS AVE	N WASHINGTON AVE	27	948	2,844
						2,844
W	ALAMEDA ST	3103 W Alameda Driveway	SAUCEDO AVE	32	273	971
W	ALAMEDA ST	SAUCEDO AVE	CHAMISAL AVE	31	284	978
W	ALAMEDA ST	CHAMISAL AVE	PINON AVE	32	293	1,042
W	ALAMEDA ST	PINON AVE	BALSAM AVE	34	298	1,126
W	ALAMEDA ST	BALSAM AVE	EVERGREEN AVE	32	288	1,024
W	ALAMEDA ST	EVERGREEN AVE	BIRCH AVE	32	301	1,070
W	ALAMEDA ST	BIRCH AVE	S SYCAMORE AVE	32	316	1,124
						7,334
W	ALAMEDA ST	S SYCAMORE AVE	S SEQUOIA AVE	32	345	1,227
W	ALAMEDA ST	S SEQUOIA AVE	S HEMLOCK AVE	31	341	1,175
W	ALAMEDA ST	S HEMLOCK AVE	PINE PL	31	276	951
W	ALAMEDA ST	PINE PL	S PINE AVE	30	82	273
W	ALAMEDA ST	S PINE AVE	ASPEN PL	32	208	740
W	ALAMEDA ST	ASPEN PL	S ASPEN AVE	34	132	499
W	ALAMEDA ST	S ASPEN AVE	CEDAR CIR	33	165	605
W	ALAMEDA ST	CEDAR CIR	S CEDAR AVE	32	175	622
W	ALAMEDA ST	S CEDAR AVE	CEDAR CIR	33	180	660
W	ALAMEDA ST	CEDAR CIR	S SPRUCE AVE	32	165	587
W	ALAMEDA ST	S SPRUCE AVE	S FIR AVE	35	337	1,311
W	ALAMEDA ST	S FIR AVE	S FIR AVE	32	57	203
W	ALAMEDA ST	S FIR AVE	CYPRESS AVE	32	284	1,010
W	ALAMEDA ST	CYPRESS AVE	PARKVIEW AVE	32	350	1,244
W	ALAMEDA ST	PARKVIEW AVE	S UTAH AVE	32	359	1,276
W	ALAMEDA ST	S UTAH AVE	S WYOMING AVE	32	666	2,368
W	ALAMEDA ST	S WYOMING AVE	S LOUISIANA AVE	32	552	1,963
W	ALAMEDA ST	S LOUISIANA AVE	S SUNSET AVE	32	790	2,809
						19,521
W	BYRNE ST	UNIVERSITY BLVD	WALKER BLVD	27	276	828
W	BYRNE ST	HUNSICKER PL	UNIVERSITY BLVD	28	362	1,126
W	BYRNE ST	ALDEN PL	HUNSICKER PL	27	319	957
W	BYRNE ST	B ST	ALDEN PL	28	372	1,157
W	BYRNE ST	LUEBKE PL	B ST	27	319	957
W	BYRNE ST	FITZGERALD PL	LUEBKE PL	27	307	921

City Council
13 of 258
Roswell, NM

FY 2026 Micro Surface over Hot Recycle

IPR Inc.

W	BYRNE ST	LANGLEY PL	FITZGERALD PL	27	317	951
						6,898
S	HEMLOCK AVE	W SUMMIT ST	W DEMING ST	31	647	2,229
S	HEMLOCK AVE	W DEMING ST	W BLAND ST	29	660	2,127
						4,355
W	MARTIN ST	EARL CUMMINGS LOOP	UNIVERSITY BLVD	30	1,876	6,253
W	MARTIN ST	UNIVERSITY BLVD	WALKER BLVD	30	277	923
E	MARTIN ST	W MARTIN ST	GAIL HARRIS ST	30	261	870
E	MARTIN ST	GAIL HARRIS ST	E ST	35	401	1,559
E	MARTIN ST	E ST	CAPITAN PL	35	304	1,182
E	MARTIN ST	CAPITAN PL	CAPITAN PL	35	63	245
E	MARTIN ST	COLUMBIA AVE	HARRIS PL	35	425	1,653
E	MARTIN ST	HARRIS PL	G ST	35	303	1,178
E	MARTIN ST	G ST	EARL CUMMINGS LOOP	33	879	3,223
						17,087
W	MATHIS ST	EARL CUMMINGS LOOP	UNIVERSITY BLVD	33	1,580	5,793
W	MATHIS ST	UNIVERSITY BLVD	E MATHIS ST	37	300	1,233
E	MATHIS ST	COLUMBIA AVE	G ST	33	792	2,904
						9,931
N	MISSOURI AVE	W 4TH ST	W 5TH ST	33	450	1,650
N	MISSOURI AVE	W 5TH ST	W 6TH ST	32	407	1,447
N	MISSOURI AVE	W 6TH ST	W 7TH ST	32	410	1,458
						4,555
N	MISSOURI AVE	W 12TH ST	W 13TH ST	33	432	1,584
N	MISSOURI AVE	W 13TH ST	W COLLEGE BLVD	32	663	2,357
						3,941
W	SUMMIT ST	S SYCAMORE AVE	S HEMLOCK AVE	20	723	1,623
W	SUMMIT ST	S HEMLOCK AVE	S PINE AVE	20	331	743
W	SUMMIT ST	S PINE AVE	S ASPEN AVE	20	351	788
						3,154
W	SUMMIT ST	S UNION AVE	S KANSAS AVE	25	416	1,156
W	SUMMIT ST	S KANSAS AVE	S MICHIGAN AVE	25	454	1,261
W	SUMMIT ST	S MICHIGAN AVE	S WASHINGTON AVE	25	430	1,194
						3,611
W	TILDEN ST	S WYOMING AVE	S LOUISIANA AVE	33	550	2,037
W	TILDEN ST	S LOUISIANA AVE	S SUNSET AVE	33	802	2,970
						5,007

FY 2026 Micro Surface over Hot Recycle

IPR Inc.

E	WELLS ST	W WELLS ST	GAIL HARRIS ST	29	267	860
E	WELLS ST	GAIL HARRIS ST	E ST	29	405	1,305
E	WELLS ST	E ST	RUOHONEN PL	29	299	963
E	WELLS ST	RUOHONEN PL	RUOHONEN PL	28	72	224
E	WELLS ST	RUOHONEN PL	F ST	28	368	1,145
E	WELLS ST	JACKSON PL	JACKSON PL	28	74	230
E	WELLS ST	JACKSON PL	G ST	28	298	927
						5,655
				Total	**SY**	**93,893**

Direction	Street	From	To	Width	Length	Total Sy
W	ALBUQUERQUE ST	S WYOMING AVE	S MISSISSIPPI AVE	30	1,002	3,340
						3,340
S	MISSISSIPPI AVE	SOUTH END	W ALBUQUERQUE ST	28	340	1,058
S	MISSISSIPPI AVE	W ALBUQUERQUE ST	W HENDRICKS ST	28	359	1,117
						2,175
W	HENDRICKS ST	S WYOMING AVE	S LOUISIANA AVE	30	553	1,843
W	HENDRICKS ST	S LOUISIANA AVE	S MISSISSIPPI AVE	30	444	1,480
W	HENDRICKS ST	S MISSISSIPPI AVE	S SUNSET AVE	29	363	1,170
						4,493
S	LOUISIANA AVE	W HENDRICKS ST	W TILDEN ST	21	380	887
S	LOUISIANA AVE	W TILDEN ST	W ALAMEDA ST	27	386	1,158
S	LOUISIANA AVE	W ALAMEDA ST	W WALNUT ST	29	378	1,218
S	LOUISIANA AVE	W WALNUT ST	E 1ST ST	27	411	1,233
N	LOUISIANA AVE	E 1ST ST	W 2ND ST	30	381	1,270
						5,766
W	1ST ST	S WYOMING AVE	E 1ST ST	28	562	1,748
E	1ST ST	S LOUISIANA AVE	EAST END	27	224	672
						2,420
W	WALNUT ST	S WYOMING AVE	S LOUISIANA AVE	27	553	1,659
W	WALNUT ST	S FIR AVE	S WYOMING AVE	29	1,663	5,359
						7,018
	JUNIPER ST	S SYCAMORE AVE	S SEQUOIA AVE	29	340	1,096
	JUNIPER ST	S SEQUOIA AVE	OAK DR	30	172	573
	JUNIPER ST	OAK DR	S HEMLOCK AVE	29	173	557
	JUNIPER ST	S HEMLOCK AVE	S PINE AVE	29	373	1,202
	JUNIPER ST	S PINE AVE	S CEDAR AVE	30	632	2,107
	JUNIPER ST	S CEDAR AVE	S SPRUCE AVE	29	370	1,192
	JUNIPER ST	S SPRUCE AVE	S FIR AVE	29	392	1,263
	JUNIPER ST	S FIR AVE	S NEVADA AVE	29	298	960

FY 2026 Micro Surface over Hot Recycle

IPR Inc.

	JUNIPER ST	S NEVADA AVE	S UTAH AVE	30	1,025	3,417
	JUNIPER ST	S UTAH AVE	S WYOMING AVE	29	340	1,096
						13,463
N	UTAH AVE	W 1ST ST	W 2ND ST	27	321	963
S	UTAH AVE	JUNIPER ST	W 1ST ST	27	303	909
						1,872
						0
S	CEDAR AVE	CEDAR CIR	JUNIPER ST	25	293	814
S	CEDAR AVE	JUNIPER ST	W 1ST ST	28	284	884
N	CEDAR AVE	W 1ST ST	W 2ND ST	27	332	996
						2,693
	CEDAR CIR	W ALAMEDA ST	S CEDAR AVE	27	458	1,374
	CEDAR CIR	S CEDAR AVE	W ALAMEDA ST	27	522	1,566
						2,940
W	TILDEN ST	S UTAH AVE	S WYOMING AVE	28	668	2,078
						2,078
S	UTAH AVE	W HENDRICKS ST	W TILDEN ST	33	340	1,247
S	UTAH AVE	TILDEN ST	ALAMEDA ST	32	345	1,227
						2,473
	PARKVIEW AVE	W HENDRICKS ST	W ALAMEDA ST	27	685	2,055
						2,055
	CYPRESS AVE	W BLAND ST	W HENDRICKS ST	26	670	1,936
	CYPRESS AVE	W HENDRICKS ST	W ALAMEDA ST	29	691	2,227
						4,162
S	FIR AVE	W BLAND ST	W HENDRICKS ST	30	671	2,237
S	FIR AVE	W HENDRICKS ST	W ALAMEDA ST	29	690	2,223
						4,460
S	SPRUCE AVE	W BLAND ST	W HENDRICKS ST	26	671	1,938
S	SPRUCE AVE	W HENDRICKS ST	W ALAMEDA ST	26	686	1,982
						3,920
	JAFFA ST	S SUNSET AVE	S PRINCETON DR	33	356	1,305
	JAFFA ST	S PRINCETON DR	S PURDUE DR	34	297	1,122
	JAFFA ST	S PURDUE DR	RADCLIFFE DR	33	284	1,041
	JAFFA ST	RADCLIFFE DR	VASSAR DR	33	284	1,041
	JAFFA ST	VASSAR DR	S UNION AVE	33	317	1,162
	JAFFA ST	S UNION AVE	S WASHINGTON AVE	32	1,215	4,320
	JAFFA ST	S WASHINGTON AVE	S EAST FRUITLAND DR	34	435	1,643
	JAFFA ST	S EAST FRUITLAND DR	LARGO DR	34	261	986
	JAFFA ST	LARGO DR	EMERALD DR	33	268	983
	JAFFA ST	EMERALD DR	S LEA AVE	33	282	1,034
	JAFFA ST	S LEA AVE	ONYX DR	35	299	1,163

FY 2026 Micro Surface over Hot Recycle

IPR Inc.

	JAFFA ST	ONYX DR	RUBY DR	35	300	1,167
	JAFFA ST	RUBY DR	S MAIN ST	35	980	3,811
						20,779
				Total	**SY**	**86,107**

Last Updated 8/8/2025	**Total**	**180,000**	**SY**

Alternative Streets if funds are available

Direction	Street	From	To	Width	Length	Total Sy
S	FIR AVE	W ALAMEDA ST	W WALNUT ST	31	325	1,119
S	FIR AVE	W WALNUT ST	JUNIPER ST	30	317	1,057
S	FIR AVE	JUNIPER ST	W 1ST ST	30	300	1,000
						3,176
	GAYLE DR	S SUNSET AVE	CORNELL DR	33	303	1,111
	GAYLE DR	CORNELL DR	W BAYLOR DR	33	905	3,318
	GAYLE DR	W BAYLOR DR	S UNION AVE	33	326	1,195
	GAYLE DR	S UNION AVE	PALOMAR DR	34	330	1,247
	GAYLE DR	PALOMAR DR	PALOMAR PL	34	359	1,356
	GAYLE DR	PALOMAR PL	S WASHINGTON AVE	35	526	2,046
	GAYLE DR	S WASHINGTON AVE	TOPAZ DR	33	471	1,727
	GAYLE DR	TOPAZ DR	EMERALD DR	33	274	1,005
	GAYLE DR	EMERALD DR	S LEA AVE	33	278	1,019
	GAYLE DR	S LEA AVE	S KENTUCKY AVE	34	290	1,096
	GAYLE DR	S KENTUCKY AVE	ONYX DR	34	262	990
	GAYLE DR	ONYX DR	RUBY DR	32	283	1,006
	GAYLE DR	RUBY DR	SAPPHIRE DR	31	244	840
	GAYLE DR	SAPPHIRE DR	SAPPHIRE DR	35	286	1,112
	GAYLE DR	SAPPHIRE DR	S MAIN ST	41	410	1,868
						20,936
				Total	**SY**	**24,112**

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of PO requisition for FY 26 Hot Recycle Pavement Maintenance operations. PO of up to $1,200,000 to Dustrol Inc., utilizing statewide price agreement 40-80500-23-17059. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Streets budget includes $2,300,000 for pavement maintenance activities. It is proposed to utilize up to $1,200,000 to perform hot recycling activities on various City Streets. The streets were selected based on visual review and address some areas that were damaged by flooding in October 2024.

Proposed street list is attached.

FINANCIAL CONSIDERATION
Current available FY26 approved budget is $2,300,000 for pavement maintenance activities.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended approval 5-0 at its meeting on August 18, 2025, to send to Finance. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote from Dustrol Inc.
State Price Agreement
Dustrol Street List

2626 McCormick Ave
Pueblo, Co 81001

P.O. Box 11450
Pueblo, Co 81001

DUSTROL, INC
INNOVATIVE ASPHALT MAINTENANCE
SINCE 1973

719-583-0905
719-253-7769 Fax

PROPOSAL

To: City of Roswell
P.O. Box 1838
Roswell, NM 88202

Bid Date: August 4, 2025

Re: County: Chaves Control No. City Streets Hwy No: CS

Quantities and Prices:

Item #	Description	Approx Quantity						Extension
003	Hot In-Place Heater Scarify	187823.000	SY	@	$4.35 per	SY	=	$817,030.05
008	Rejuvenating Agent	165.000	Tons	@	$1,000.00 per	Tons	=	$165,000.00
010	Traffic Control	155.000	Hours	@	$540.00 per	Hours	=	$83,700.00
019	Mobilization	213.000	Miles	@	$200.00 per	Miles	=	$42,600.00
	NMGRT @ 8.2708% City of Roswell	1.000	Each	@	$91,667.76 per	Each	=	$91,667.76
					TOTAL:			$1,199,997.81

BELOW INCLUDES SERVICES PROVIDED:

Heating **Compaction**
Water Transport (Excludes Water) **Rejuvenating Agent Tanker**

IMPORTANT NOTES:

This proposal becomes the prevailing part of the contract.
This quote shall become an attachment to any subcontract and the terms herein shall supersede any provisions in the subcontract.
The general contractor agrees to provide a project water source and the water for the HIP operation.

Upon completion of the designated section of the work, Dustrol, Inc. shall be relieved of all liability for the work, and protection of the work shall be assumed by others. Insurance and indemnification provided by Dustrol, Inc. shall be limited to this condition.

If you have any questions or require additional information, please contact myself, or Stoney Morlan.

Company: _____

Sincerely,

Accepted By: _____

Signature: _____

Title: _____

Rafe Brueckman
Western Division Manager

Date: _____

Docusign Envelope ID: EF75AEBC-C793-419B-8618-916DB9D2F514

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000018177
Dustrol, Inc.
P.O. Box 11450
Pueblo, CO 81001
Email: smorlan@dustrol.com
Telephone No.: (817) 271-3109

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Morris Hurtado (505) 490-7201

Number: **40-80500-23-17059**

Amendment No.: **One**

Term: **January 29, 2024 - January 28, 2026**

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title: **Hot In Place Recycling of Asphalt Pavement**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 29, 2025 to January 28, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 9/30/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

FY 2026 Hot Recycle Dustrol Inc.

Direction	Street	From	To	Width	Length	Total Sy
W	12TH ST	N KANSAS AVE	N WASHINGTON AVE	27	948	2,844
						2,844
W	ALAMEDA ST	3103 W Alameda Driveway	SAUCEDO AVE	32	273	971
W	ALAMEDA ST	SAUCEDO AVE	CHAMISAL AVE	31	284	978
W	ALAMEDA ST	CHAMISAL AVE	PINON AVE	32	293	1,042
W	ALAMEDA ST	PINON AVE	BALSAM AVE	34	298	1,126
W	ALAMEDA ST	BALSAM AVE	EVERGREEN AVE	32	288	1,024
W	ALAMEDA ST	EVERGREEN AVE	BIRCH AVE	32	301	1,070
W	ALAMEDA ST	BIRCH AVE	S SYCAMORE AVE	32	316	1,124
						7,334
W	ALAMEDA ST	S SYCAMORE AVE	S SEQUOIA AVE	32	345	1,227
W	ALAMEDA ST	S SEQUOIA AVE	S HEMLOCK AVE	31	341	1,175
W	ALAMEDA ST	S HEMLOCK AVE	PINE PL	31	276	951
W	ALAMEDA ST	PINE PL	S PINE AVE	30	82	273
W	ALAMEDA ST	S PINE AVE	ASPEN PL	32	208	740
W	ALAMEDA ST	ASPEN PL	S ASPEN AVE	34	132	499
W	ALAMEDA ST	S ASPEN AVE	CEDAR CIR	33	165	605
W	ALAMEDA ST	CEDAR CIR	S CEDAR AVE	32	175	622
W	ALAMEDA ST	S CEDAR AVE	CEDAR CIR	33	180	660
W	ALAMEDA ST	CEDAR CIR	S SPRUCE AVE	32	165	587
W	ALAMEDA ST	S SPRUCE AVE	S FIR AVE	35	337	1,311
W	ALAMEDA ST	S FIR AVE	S FIR AVE	32	57	203
W	ALAMEDA ST	S FIR AVE	CYPRESS AVE	32	284	1,010
W	ALAMEDA ST	CYPRESS AVE	PARKVIEW AVE	32	350	1,244
W	ALAMEDA ST	PARKVIEW AVE	S UTAH AVE	32	359	1,276
W	ALAMEDA ST	S UTAH AVE	S WYOMING AVE	32	666	2,368
W	ALAMEDA ST	S WYOMING AVE	S LOUISIANA AVE	32	552	1,963
W	ALAMEDA ST	S LOUISIANA AVE	S SUNSET AVE	32	790	2,809
						19,521
W	BYRNE ST	UNIVERSITY BLVD	WALKER BLVD	27	276	828
W	BYRNE ST	HUNSICKER PL	UNIVERSITY BLVD	28	362	1,126
W	BYRNE ST	ALDEN PL	HUNSICKER PL	27	319	957
W	BYRNE ST	B ST	ALDEN PL	28	372	1,157
W	BYRNE ST	LUEBKE PL	B ST	27	319	957
W	BYRNE ST	FITZGERALD PL	LUEBKE PL	27	307	921

FY 2026 Hot Recycle Dustrol Inc.

W	BYRNE ST	LANGLEY PL	FITZGERALD PL	27	317	951
						6,898
S	HEMLOCK AVE	W SUMMIT ST	W DEMING ST	31	647	2,229
S	HEMLOCK AVE	W DEMING ST	W BLAND ST	29	660	2,127
						4,355
W	MARTIN ST	EARL CUMMINGS LOOP	UNIVERSITY BLVD	30	1,876	6,253
W	MARTIN ST	UNIVERSITY BLVD	WALKER BLVD	30	277	923
E	MARTIN ST	W MARTIN ST	GAIL HARRIS ST	30	261	870
E	MARTIN ST	GAIL HARRIS ST	E ST	35	401	1,559
E	MARTIN ST	E ST	CAPITAN PL	35	304	1,182
E	MARTIN ST	CAPITAN PL	CAPITAN PL	35	63	245
E	MARTIN ST	COLUMBIA AVE	HARRIS PL	35	425	1,653
E	MARTIN ST	HARRIS PL	G ST	35	303	1,178
E	MARTIN ST	G ST	EARL CUMMINGS LOOP	33	879	3,223
						17,087
W	MATHIS ST	EARL CUMMINGS LOOP	UNIVERSITY BLVD	33	1,580	5,793
W	MATHIS ST	UNIVERSITY BLVD	E MATHIS ST	37	300	1,233
E	MATHIS ST	COLUMBIA AVE	G ST	33	792	2,904
						9,931
N	MISSOURI AVE	W 4TH ST	W 5TH ST	33	450	1,650
N	MISSOURI AVE	W 5TH ST	W 6TH ST	32	407	1,447
N	MISSOURI AVE	W 6TH ST	W 7TH ST	32	410	1,458
						4,555
N	MISSOURI AVE	W 12TH ST	W 13TH ST	33	432	1,584
N	MISSOURI AVE	W 13TH ST	W COLLEGE BLVD	32	663	2,357
						3,941
W	SUMMIT ST	S SYCAMORE AVE	S HEMLOCK AVE	20	723	1,623
W	SUMMIT ST	S HEMLOCK AVE	S PINE AVE	20	331	743
W	SUMMIT ST	S PINE AVE	S ASPEN AVE	20	351	788
						3,154
W	SUMMIT ST	S UNION AVE	S KANSAS AVE	25	416	1,156
W	SUMMIT ST	S KANSAS AVE	S MICHIGAN AVE	25	454	1,261
W	SUMMIT ST	S MICHIGAN AVE	S WASHINGTON AVE	25	430	1,194
						3,611
W	TILDEN ST	S WYOMING AVE	S LOUISIANA AVE	33	550	2,037
W	TILDEN ST	S LOUISIANA AVE	S SUNSET AVE	33	802	2,970
						5,007

FY 2026 Hot Recycle Dustrol Inc.

E	WELLS ST	W WELLS ST	GAIL HARRIS ST	29	267	860
E	WELLS ST	GAIL HARRIS ST	E ST	29	405	1,305
E	WELLS ST	E ST	RUOHONEN PL	29	299	963
E	WELLS ST	RUOHONEN PL	RUOHONEN PL	28	72	224
E	WELLS ST	RUOHONEN PL	F ST	28	368	1,145
E	WELLS ST	JACKSON PL	JACKSON PL	28	74	230
E	WELLS ST	JACKSON PL	G ST	28	298	927
						5,655
				Total	**SY**	**93,893**

Direction	Street	From	To	Width	Length	Total Sy
W	ALBUQUERQUE ST	S WYOMING AVE	S MISSISSIPPI AVE	30	1,002	3,340
						3,340
S	MISSISSIPPI AVE	SOUTH END	W ALBUQUERQUE ST	28	340	1,058
S	MISSISSIPPI AVE	W ALBUQUERQUE ST	W HENDRICKS ST	28	359	1,117
						2,175
W	HENDRICKS ST	S WYOMING AVE	S LOUISIANA AVE	30	553	1,843
W	HENDRICKS ST	S LOUISIANA AVE	S MISSISSIPPI AVE	30	444	1,480
W	HENDRICKS ST	S MISSISSIPPI AVE	S SUNSET AVE	29	363	1,170
						4,493
S	LOUISIANA AVE	W HENDRICKS ST	W TILDEN ST	21	380	887
S	LOUISIANA AVE	W TILDEN ST	W ALAMEDA ST	27	386	1,158
S	LOUISIANA AVE	W ALAMEDA ST	W WALNUT ST	29	378	1,218
S	LOUISIANA AVE	W WALNUT ST	E 1ST ST	27	411	1,233
N	LOUISIANA AVE	E 1ST ST	W 2ND ST	30	381	1,270
						5,766
W	1ST ST	S WYOMING AVE	E 1ST ST	28	562	1,748
E	1ST ST	S LOUISIANA AVE	EAST END	27	224	672
						2,420
W	WALNUT ST	S WYOMING AVE	S LOUISIANA AVE	27	553	1,659
W	WALNUT ST	S FIR AVE	S WYOMING AVE	29	1,663	5,359
						7,018
	JUNIPER ST	S SYCAMORE AVE	S SEQUOIA AVE	29	340	1,096
	JUNIPER ST	S SEQUOIA AVE	OAK DR	30	172	573
	JUNIPER ST	OAK DR	S HEMLOCK AVE	29	173	557
	JUNIPER ST	S HEMLOCK AVE	S PINE AVE	29	373	1,202
	JUNIPER ST	S PINE AVE	S CEDAR AVE	30	632	2,107
	JUNIPER ST	S CEDAR AVE	S SPRUCE AVE	29	370	1,192
	JUNIPER ST	S SPRUCE AVE	S FIR AVE	29	392	1,263
	JUNIPER ST	S FIR AVE	S NEVADA AVE	29	298	960

City Council
23 of 258
Roswell, NM

FY 2026 Hot Recycle Dustrol Inc.

	JUNIPER ST	S NEVADA AVE	S UTAH AVE	30	1,025	3,417
	JUNIPER ST	S UTAH AVE	S WYOMING AVE	29	340	1,096
						13,463
N	UTAH AVE	W 1ST ST	W 2ND ST	27	321	963
S	UTAH AVE	JUNIPER ST	W 1ST ST	27	303	909
						1,872
S	FIR AVE	W ALAMEDA ST	W WALNUT ST	31	325	1,119
S	FIR AVE	W WALNUT ST	JUNIPER ST	30	317	1,057
S	FIR AVE	JUNIPER ST	W 1ST ST	30	300	1,000
						3,176
S	CEDAR AVE	CEDAR CIR	JUNIPER ST	25	293	814
S	CEDAR AVE	JUNIPER ST	W 1ST ST	28	284	884
N	CEDAR AVE	W 1ST ST	W 2ND ST	27	332	996
						2,693
	CEDAR CIR	W ALAMEDA ST	S CEDAR AVE	27	458	1,374
	CEDAR CIR	S CEDAR AVE	W ALAMEDA ST	27	522	1,566
						2,940
W	TILDEN ST	S UTAH AVE	S WYOMING AVE	28	668	2,078
						2,078
S	UTAH AVE	W HENDRICKS ST	W TILDEN ST	33	340	1,247
S	UTAH AVE	TILDEN ST	ALAMEDA ST	32	345	1,227
						2,473
	PARKVIEW AVE	W HENDRICKS ST	W ALAMEDA ST	27	685	2,055
						2,055
	CYPRESS AVE	W BLAND ST	W HENDRICKS ST	26	670	1,936
	CYPRESS AVE	W HENDRICKS ST	W ALAMEDA ST	29	691	2,227
						4,162
S	FIR AVE	W BLAND ST	W HENDRICKS ST	30	671	2,237
S	FIR AVE	W HENDRICKS ST	W ALAMEDA ST	29	690	2,223
						4,460
S	SPRUCE AVE	W BLAND ST	W HENDRICKS ST	26	671	1,938
S	SPRUCE AVE	W HENDRICKS ST	W ALAMEDA ST	26	686	1,982
						3,920
	JAFFA ST	S SUNSET AVE	S PRINCETON DR	33	356	1,305
	JAFFA ST	S PRINCETON DR	S PURDUE DR	34	297	1,122
	JAFFA ST	S PURDUE DR	RADCLIFFE DR	33	284	1,041
	JAFFA ST	RADCLIFFE DR	VASSAR DR	33	284	1,041
	JAFFA ST	VASSAR DR	S UNION AVE	33	317	1,162
	JAFFA ST	S UNION AVE	S WASHINGTON AVE	32	1,215	4,320
	JAFFA ST	S WASHINGTON AVE	S EAST FRUITLAND DR	34	435	1,643
	JAFFA ST	S EAST FRUITLAND DR	LARGO DR	34	261	986

FY 2026 Hot Recycle Dustrol Inc.

	JAFFA ST	LARGO DR	EMERALD DR	33	268	983
	JAFFA ST	EMERALD DR	S LEA AVE	33	282	1,034
	JAFFA ST	S LEA AVE	ONYX DR	35	299	1,163
	JAFFA ST	ONYX DR	RUBY DR	35	300	1,167
	JAFFA ST	RUBY DR	S MAIN ST	35	972	3,780
						20,748
	GAYLE DR	ONYX DR	RUBY DR	32	283	1,006
	GAYLE DR	RUBY DR	SAPPHIRE DR	31	244	840
	GAYLE DR	SAPPHIRE DR	SAPPHIRE DR	35	286	1,112
	GAYLE DR	SAPPHIRE DR	S MAIN ST	41	410	1,868
						4,827
				Total	**SY**	**94,079**

Last Updated 8/8/2025	**Total**	**187,823**	**SY**

Alternative Streets if funds are available						
Direction	**Street**	**From**	**To**	**Width**	**Length**	**Total Sy**
	GAYLE DR	S SUNSET AVE	CORNELL DR	33	303	1,111
	GAYLE DR	CORNELL DR	W BAYLOR DR	33	905	3,318
	GAYLE DR	W BAYLOR DR	S UNION AVE	33	326	1,195
	GAYLE DR	S UNION AVE	PALOMAR DR	34	330	1,247
	GAYLE DR	PALOMAR DR	PALOMAR PL	34	359	1,356
	GAYLE DR	PALOMAR PL	S WASHINGTON AVE	35	526	2,046
	GAYLE DR	S WASHINGTON AVE	TOPAZ DR	33	471	1,727
	GAYLE DR	TOPAZ DR	EMERALD DR	33	274	1,005
	GAYLE DR	EMERALD DR	S LEA AVE	33	278	1,019
	GAYLE DR	S LEA AVE	S KENTUCKY AVE	34	290	1,096
	GAYLE DR	S KENTUCKY AVE	ONYX DR	34	262	990
			Total		**SY**	**16,109**

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 6.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of PO requisition for FY 26 Nova Chip Pavement Maintenance operations. PO of up to $266,221.82 to Brasier Asphalt Inc., utilizing a statewide price agreement 30-80500-23-17019. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Streets budget includes $2,300,000 for pavement maintenance activities. It is proposed to utilize up to $266,221.82 to perform Nova Chip activity on E. Brasher St. from US 285 to S. Main St. The street was selected based on visual review and address some areas that were damaged by flooding in October 2024.

FINANCIAL CONSIDERATION
Current available FY26 approved budget is $2,300,000 for pavement maintenance activities.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended approval 5-0 at its meeting on August 18, 2025, to send to Finance. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote for Brasier Asphalt Inc.
State Price Agreement

BRASIER ASPHALT INC.

Plant Mix Wearing Course Overlay Estimate

City of Roswell (E. Brasher Street to US 285 and US 285 to S. Main Street)
Date: July 28, 2025

PRICE AGREEMENT NUMBER: 30 80500 23 17019 April 28, 2023 - April 27, 2026

*Note: Change any item in the Project Specifications Section to see Effects on Total Costs

Project Specifications

(Only change these Specification numbers)

Total miles to be overlaid	**1**	miles
Width	**28**	feet
	$ -	
Hours/day of traffic control	**13**	hours
Minimum Lbs. per square yard	**110**	lbs/sq.yd
PME Shot Rate	**0.15**	Gal/sq.yd
Mobilization miles	**210**	
Gravel Haul Distance	**0**	

Estimated Asphalt %	**5.4**

Project Totals

Total Sq.Yds Required for Project		**16,427**
Total Tons needed based on lbs./sq.yd		**903**
Striping:		
Total linear feet to stripe		**-**
Total tabs (temporary- 40 foot spacing)		**132**
Traffic Control		
Estimated tons per day- laid	800	
Estimated days based on production	1	
TC Hours	14.68	
Arrow Board	14.68	
PME (polymer modified emulsion)		
Total Gallons		**2,464**

	SY
Approach and Departure Milling	**750.00**

This Estimate will Change up or down depending on field conditions!

Purchase Order Quantities

Item Description	Bid Item No.	Unit of Measure	Cost per Unit	Quantites	Total
PMWC 1/2">1 to 3,800Tons	004	Tons	$ 65.00	903	$ 58,725.33
Hauling of PMWC	020	Hour	$ 125.00	130	$ 16,250.00
Cold Milling	024	SY-IN	$ 1.20	-	$ -
Nova Chip Laydown > 1 to	010	S.Y.	$ 3.65	16,427	$ 59,957.33
PME	017	Ton	$ 735.00	10.3	$ 7,533.93
Reflectorized Painted Marki	035	L. F.	$ 0.31	0	$ -
Urban Traffic Control	027	Hour	$ 360.00	15	$ 5,285.28
Temporary cente	034	Each	$ 1.20	132	$ 158.40
Hauling of Dry Aggregate to	018	Ton-Mile	$ 0.48	0	$ -
PG 70-28+	014	Ton	$ 840.00	49	$ 40,981.25
Flagging 2	029	Hour	$ 95.00	-	$ -
Mobilization	026	Mile	$ 270.00	210	$ 56,700.00
Sequential Arrow Board	038	Hour	$ 20.00	15	$ 293.63
Message Board X2	039	Hour	$ 30.00	-	$ -
Total Project Cost					$ 245,885.15
GRT - City of Roswell - Chaves County			0.082708		$ 20,336.67
Total					$ 266,221.82

Docusign Envelope ID: CF106ACB-F49E-4C30-892A-37F33AC01DF5

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor: **2 Vendors awarded**

Number: **30-80500-23-17019**

Amendment No.: **Two**

Term: **April 28, 2023 – April 27, 2026**

Ship To: **New Mexico Department of Transportation** **Various Locations**
Invoice: **New Mexico Department of Transportation** **Various Locations**
For questions regarding this contract please contact: **Manuel Lopez (505) 690-6566**

Procurement Specialist: **Karen Wisdom** KW

Telephone No.: **(505) 900-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title: **Plant Mix Wearing Course Overlay**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 28, 2025 to April 27, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/26/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 6863416D-C3C8-4055-9E1C-41FED9970AA4

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors awarded

Number: **30-80500-23-17019**

Amendment No.: **One**

Term: **April 28, 2023 – April 27, 2025**

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Susan Inman**

Telephone No.: **(505) 795-5551**

Email: **susan.inman@gsd.nm.gov**

For questions regarding this contract please contact:
Angela Martinez- (505) 570-7940

Title: **Plant Mix Wearing Course Overlay**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 28, 2024 to April 27, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 12/29/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

X **This Amendment was signed on behalf of the State Purchasing Agent**

DocuSign Envelope ID: BEFB8AE5-2FDF-449C-B65D-9EBDF10650EA

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor: **2 Vendors (See page 6)**

Ship To: **New Mexico Department of Transportation** **Various Locations**
Invoice: **New Mexico Department of Transportation** **Various Locations**
For questions regarding this agreement please contact: **Angela Martinez – (505) 570-7940**

Price Agreement Number**:** **30-80500-23-17019**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

Procurement Specialist**:** **Susan Inman** SI

Telephone No.**:** **(505) 795-5551**

Email: **susan.inman@gsd.nm.gov**

Title**:** **Plant Mix Wearing Course Overlay**

Term**:** **April 28, 2023 through April 27, 2024**

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 4/28/2023

x **This Agreement was signed on behalf of the State Purchasing Agent**

NM

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

DocuSign Envelope ID: BEFB8AE5-2FDF-449C-B65D-9EBDF10650EA

subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

DocuSign Envelope ID: BEFB8AE5-2FDF-449C-B65D-9EBDF10650EA

Awarded Vendors:

(AA) 0000045365
Brasier Asphalt, Inc.
PO Box 19095
Albuquerque, NM 87119
(505) 873-1322
joejrm@bainc.biz

Delivery: As Requested

(AB) 0000046616
Highland Enterprises Inc.
PO Box 2409
Las Cruces, NM 88004
(575) 524-3551
hei@highlandnm.com

Delivery: 645 S. Comp0ress Road, Las Cruces NM 88005

Regular City Council Meeting 7.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment and purchase order in the amount of $60,345 for conservation of stone and metal collection items by The Conservation Center. (Corn/Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

The Conservation Center (TCC) specializes in large-scale disaster recovery for collections. TCC aided the museum with the evacuation of the collection following the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multiphase conservation process will take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal is for metal and stone items only, for which there is a gap between value and treatment cost, and the staff are recommending TCC move forward based on the value of the objects in the collection and the ability to cover the gap through donations.

Items not included in this proposal are

- a) stone and metal items that have values above the treatment costs and the insurance is directly paying for the conservation
- b) items that are not yet appraised
- c) items for which there is a large gap between the conservation fee and value and the items will be tabled until funding is available or conservation will be pursued through alternative means. A payout from the insurance claim will be made of this final group to contribute toward the funding of those items selected to move forward.

A sole source application has been filed with the State of New Mexico in accordance with procurement requirements for use of a sole source vendor. The Conservation Center is the only vendor identified with the capacity to handle the volume of items in need of conservation.

FINANCIAL CONSIDERATION
The Fine Art Insurance claim will pay the City for the value of each item, including tabled items described above ($41,405 has been requested), and the RMAC Foundation has approved covering the gap (approximated at $18,940). Funding Source: An increase to revenue line item 2611 489100 in the amount of $60,345 and an increase to expense line 26114221 612500 in the amount of $60,345.

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at their meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

THE
CONSERVATION
CENTER

May 21, 2025

Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM NO. AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51291 (Collection 11 – Metal Objects)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51291 (Collection 11 – Metal Objects) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

Estimated Treatment Time: Approximately 12 months from date of signed approval and 50% in-progress payment.

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$52,155.00
Laboratory Materials Fee:	$5,215.00
Post Treatment Report Fee:	$600.00
Total:	**$57,970.00**

Approved Items: # 20, 39, 67, 68, 69, 72, 73, 79, 81, 85, 87, 90, 91, 92, 93, 105, 155, 159, 161, 165, 166, 167, 169, 171

**Invoicing for the above fees will be submitted directly to the city of Roswell for payment.*

Approved Item(s) _____ Unapproved Item(s): _____

Any Specifications: _____

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

a. Deposit. Given the Fees above, a In-Progress Payment in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51291 (Collection 11 – Metal Objects) has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

THE
CONSERVATION
CENTER

June 11, 2025

Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM #: AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51285 Stone Objects (Collection 5)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51285 Stone Objects (Collection 5) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

Estimated Treatment Time: *Approximately 12-15 months from the date of signed approval and 50% in-progress payment.*

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$1,955.00
Laboratory Materials Fee:	$195.00
Post-Treatment Report Fee:	$225.00
Total:	**$2,375.00**

Approved Items #4, 9, 10, 12, 14, 20, 23, 25, & 32

**Invoicing for the above fees will be submitted directly to the city of Roswell*

Approved Item(s) _____ Unapproved Item(s): _____

Any Specifications: _____

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a In-Progress Payment must be remitted in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51285 Stone Objects (Collection 5) has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the ratification of PO #22600725 to Holloway Construction in the amount of $75,690.12 for the construction of the monument entry sign to the National Champion Air Races. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO #22600725 to Holloway Construction for the monument entry sign for the National Champion Air Races. Construction of the sign was procured through TIPS contract # 241001 and the purchase was funded through the State Tourism Grant. The main entry to the Air Races is located next to the Fuel Farm, outside the AOA, and the large structure will clearly designate entry to the event for patrons. We currently anticipate completion prior to the Air Races.

FINANCIAL CONSIDERATION
Funding Source -- 51004334-817508 State Tourism Grant

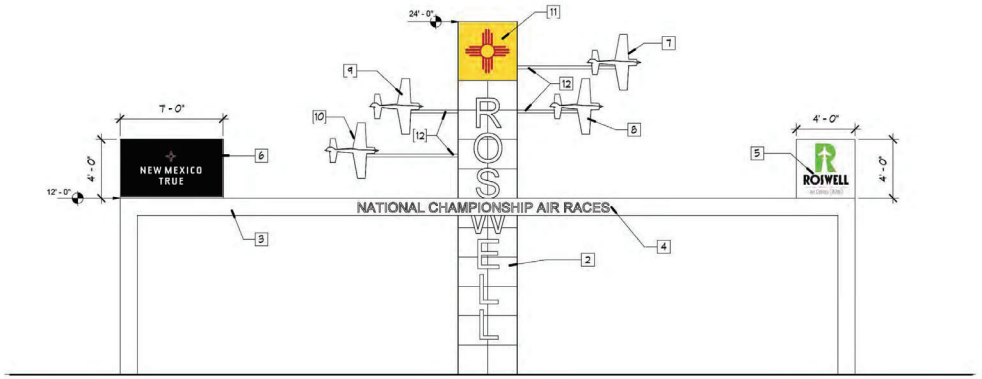
LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 4-1 at their meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Main Entry A-101
Proposal
TIPS RCSP 241001 JOC CONTRACT Holloway

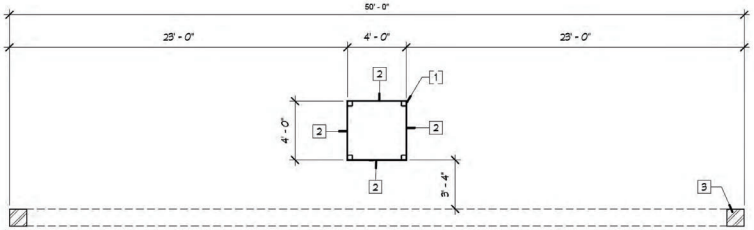


ENTRANCE ELEVATION 1

Scale: 1/4" = 1'-0"

0 2'-0" 4'-0" 8'-0"

SCALE: 1/4" = 1'-0"



MAIN ENTRANCE FLOOR PLAN 3

Scale: 1/4" = 1'-0"

0 2'-0" 4'-0" 8'-0"

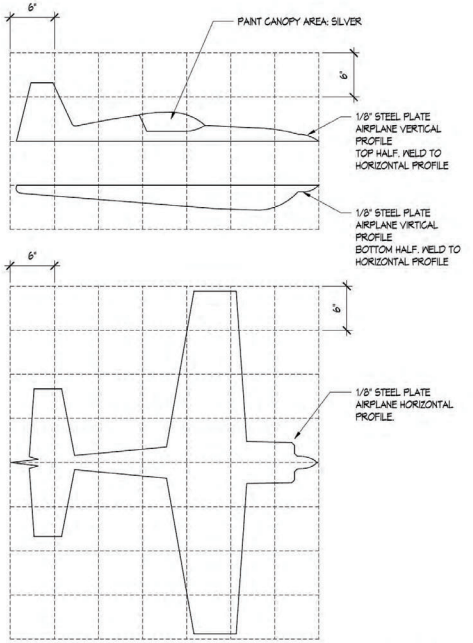
SCALE: 1/4" = 1'-0"

GENERAL NOTES

A. COORDINATE INSTALLATION LOCATION WITH CIVIL DRAWINGS.
B. SIGNAGE SHALL BE PROVIDED AND INSTALLED BY SIGNAGE COMPANY SELECTED BY THE CITY OF ROSWELL UNDER SEPARATE CONTRACT.
C. SIGNAGE GRAPHICS SHALL BE THE RESPONSIBILITY OF THE CITY OF ROSWELL AND COORDINATED WITH THE SIGNAGE PROVIDER.

KEYED NOTES

1 PYLON STRUCTURE - REFER TO STRUCTURAL DRAWINGS - PAINT WHITE
2 ALUMINUM PANEL WITH GRAPHIC WRAP BY SIGNAGE PROVIDED
3 14"X14" STEEL TUBE FRAME - PAINTED WHITE
4 SIGNAGE WRAP PROVIDED BY SIGNAGE PROVIDER
5 ALUMINUM PANEL ROSWELL SIGNAGE BY SIGN PROVIDER
6 ALUMINUM PANEL NM TRUE SIGNAGE BY SIGN PROVIDER
7 GUY STEEL AIRCRAFT - PAINT: BLUE - REFER TO STRUCTURAL DRAWINGS FOR ATTACHMENT
8 GUY STEEL AIRCRAFT - PAINT YELLOW - REFER TO STRUCTURAL DRAWINGS FOR ATTACHMENT
9 GUY STEEL AIRCRAFT - PAINT: RED - REFER TO STRUCTURAL DRAWINGS FOR ATTACHMENT
10 GUY STEEL AIRCRAFT - PAINT: LIME GREEN - REFER TO STRUCTURAL DRAWINGS FOR ATTACHMENT
11 NEW MEXICO ZIA (RED) OVER YELLOW BASE
12 AIRCRAFT SUPPORT TUBE - REFER TO STRUCTURAL DRAWINGS - PAINT SKY BLUE



PLANE PROFILES 2

Scale:1 1/2" = 1'-0"

0 4" 8" 1'-4"

SCALE: 1 1/2" = 1'-0"

MOLZENCORBIN
2701 Miles Road SE
Albuquerque, New Mexico 87106
505 242 5700 office
505 242 0673 fax
MolzenCorbin.com

NOTICE OF EXTENDED PAYMENT PROVISION.
THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION

DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES IF THIS BAR EQUALS ONE INCH

REV NO	REV DATE	DESCRIPTION
		ROS241-15
PROJECT NUMBER:		
DESIGNED BY:		VP
DRAWN BY:		VP
CHECKED BY:		VP
PE/RE DESIGN PROFESSIONAL:		JOHN Q. PATE, PE
PROJECT DATE:		AUG 2025

SIGN PLAN AND ELEVATION

NATIONAL CHAMPIONSHIPAIR RACES MONUMENT GATE
CITY OF ROSWELL AVIATION DEPARTMENT (ROW)
1 JERRY SMITH CIRCLE, ROSWELL, NEW MEXICO 88203

A-101

SHEET OF

7/31/2025 3:40:18 PM I:\ROSWELL\ROS241-15 ENTRY GATE\DWG\SHARO8-BPXX.rvt

©COPYRIGHT

HOLLOWAY
CONSTRUCTION CO.
575-622-6808
LIC. 12040 P.O. BOX 1571 ROSWELL, N.M.

Proposal

Project:	Foundation, erection and take down of Home Pylon	Architect:	Joel Smith
Owner:	City of Roswell	Date of Plans:	7/7/2025
Date:	July, 24 2025		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Included in this bid is the following:

Equipment and labor to dig and pour foundation for entrance sign and tower as designed from attached drawings
Fabrication of tower as designed from atttached drawings
Erect tower and sign structure
City of Roswell to provide escort while inside the fenced in area of RIAC.
City of Roswell to provide locates and exact location of foundations
Price does not include paint of any kind
Price is good until July 30th 2025. Must have PO in hand no later than Wednesday July 30th to make deadline for air race.

NOTE :

Subject to availability of 14 x 14 tube steel. When checked on July 21 very limited supply of material was available from supplier. If material is no longer available we have no time line of when it will be available again.

Owner represents that it is not aware of any hazardous materials or substances in the work area, including, without limitation, asbestos and polychlorinated biphenyl, lead paint. If Contractor encounters, or in good faith believes that it has encountered, hazardous materials or substances, Contractor may stop work and remove its employees from the affected area(s) until the nature of the materials or substances has been determined, and, if necessary, removed or rendered harmless. Contractor has no duty to investigate or discover hazardous materials and is not responsible for hazardous materials unless brought onto the Property by the Contractor. To the fullest extent permitted by law, Owner will indemnify, hold harmless, and defend Contractor from any claims arising out of or relating to hazardous materials and substances.

We hereby propose to complete the work as described above for the sum of:

Thirty five thousand seven hundred sixty dollars and thirty two cents

Sub-Total:	**$**	**69,216.00**
8.2708% NMGRT:	**$**	**5,724.72**
Bond:	**$**	**749.40**
	$	**75,690.12**

Payment to be made as follows:

Upon Completion

**** Price includes applicable Gross Receipts Tax. Current tax rate will be used at time of billing.***

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the bid. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry Builders Risk Insurance and/or any other necessary insurance. Holloway Construction workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Jason Holloway

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Holloway Construction will provide standard Contract.

Owner Signature _____

Date of Acceptance _____

TIPS VENDOR AGREEMENT

TIPS RCSP 241001 Job Order Contracting (JOC)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Holloway Construction Company, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of

the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or Xactimate line-item estimates to TIPS for each anticipated TIPS project or sale. TIPS Vendor shall never charge a TIPS Member a line-item charge or specific fee for providing an RS Means or Xactimate quote or estimate through the TIPS Program. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount

should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional two consecutive one-year terms. The first renewal year shall be automatic unless Vendor notifies TIPS of its objection to the first one-year renewal. The second one-year renewal shall only be effective if offered by TIPS at its sole discretion. If TIPS offers the second renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the second one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES,**

EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information

pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid

TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 241001 Job Order Contracting (JOC)

Vendor Name: Holloway Construction Company, Inc.

Vendor Address: PO Box 1571

City: Roswell State: NM Zip Code: 88202

Vendor Authorized Signatory Name: Jason Holloway

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Phone: 575-622-6808

Vendor Authorized Signatory Email: office@hollowaycc.com

Vendor Authorized Signature:  Date: 11/08/2024

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 12/11/2024



241001 Addendum 1
Holloway Construction
Supplier Response

Event Information

Number: 241001 Addendum 1
Title: Job Order Contracting
Type: Request for Proposal
Issue Date: 10/3/2024
Deadline: 11/15/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 211001 JOB ORDER CONTRACTING (211001), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR JOC OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 211001.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 211001 WHICH COVERS ALL OF YOUR JOC OFFERINGS (SUCH AS A TRADES, LABOR, AND MATERIALS CONTRACT) AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION

UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Holloway Construction Information

Contact: Jason Holloway
Address: 207 S. Sunset
Roswell, NM 88203
Phone: (575) 622-6808
Fax: (575) 623-7417
Email: Jason@hollowaycc.com
Web Address: Hollowaycc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jason Holloway
Signature

office@hollowaycc.com
Email

Submitted at 11/14/2024 12:30:15 PM (CT)

Requested Attachments

Vendor Agreement

241001 Vendor Agreement JOC-HCC.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

241001 Vendor Agreement Signature Form-HCC.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

(3) Required Customer Reference Letters

LOR TIPS-All.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Bonding Capacity Letter

Executed 2024-11-12 Bonding Letter.pdf

Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled “Instructions and Sample – Required Bonding Capacity Letter” for complete instructions. Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Required Confidentiality Claim Form

241001 Required Confidentiality Claim Form-HCC.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9

W-9 Signed.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Optional Xactimate Response Attachment

241001 Optional Additional Xactimate Pricing Form-HCC.pdf

Optional Additional Xactimate Pricing Form - This pricing method is optional and CANNOT be used instead of the required RS Means Pricing. RS Means Pricing is required but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged. If desired, the Optional Additional Xactimate Pricing Form may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Logo (Supplemental Vendor Information Only)

LOGO resize.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

LEFCertificate.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

New Mexico

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Holloway Construction Company was founded over 60 years ago by C.O. Holloway. His work ethic, dedication and attention to detail have been passed down through three generations and is instilled into every employee at Holloway Construction Company. Holloway Construction has specialized in commercial construction for over 40 years and we have built and remodeled a variety of commercial buildings including offices, schools and churches in southeastern New Mexico.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jason Holloway

7 Primary Contact Title

Primary Contact Title

Vice President/Owner

8	**Primary Contact Email** Please enter a valid email address that will definitely reach the Primary Contact. office@hollowaycc.com
9	**Primary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 5756226808
10	**Primary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 5756237414
11	**Primary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 5756264633
12	**Secondary Contact Name** Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Byron Holloway
13	**Secondary Contact Title** Secondary Contact Title Treasurer/Owner
14	**Secondary Contact Email** Please enter a valid email address that will definitely reach the Secondary Contact. office@hollowaycc.com
15	**Secondary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 5756226808
16	**Secondary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 5756237414

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5756265943

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Patricia Andrews

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

office@hollowaycc.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5756226808

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Patricia Andrews

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

office@hollowaycc.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5756226808

24 **Company Website**

Company Website (Format - www.company.com)

www.hollowaycc.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

3300 South Sunset

27 **Primary Address City**

Primary Address City

Roswell

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

NM

29 **Primary Address Zip**

Primary Address Zip

88203

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

General Construction

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Roswell

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

New Mexico

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

65

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **REQUIRED - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient?

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below.

1.3

37 **REQUIRED - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient?

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below.

1.8

38 **REQUIRED - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient.

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book?

15%

39 **Volume and Additional Discounts**

Does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

40 **TIPS Pricing and Line Item Estimate Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

YES

41 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

42 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

43 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

44	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

45	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

46	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

47	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

48 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

49 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

50 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

51 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

52 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

53 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

54 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

61 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

62 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

64 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

65 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

66	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

67	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

68 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
72	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

73	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

76	**2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus** Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes. Does Vendor certify? Yes, Vendor agrees.
77	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
78	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes, Vendor agrees

79

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

82	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

84	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

85	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
86	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
97	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
98	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

99	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
100	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

Roswell Independent School District

PO Box 1437 300 North Kentucky Roswell, New Mexico 88201
Telephone: 575 627-2511 FAX: 575 627-2512

Excellence in Education
Success in Society

08 NOV 2024

Subject: Reference letter for Holloway construction Company, Inc.

To whom it may concern,

I am pleased to provide a reference for Holloway Construction Company, Inc., who has delivered goods and services to the Roswell Independent School District for over 20 years. They were engaged in small- and large-scale construction projects, and their performance was consistently satisfactory across a range of tasks.

We understand that Holloway Construction Company, Inc. has applied for inclusion in the Education Service Center region 8 and the TIPS Cooperative. Based on our experience, we would certainly consider working with them again and are confident in recommending their services to TIPS public entities and non-profit organizations.

Thank you for your consideration,

Sincerely,

Sean Benedict
Coordinator of Maintenance
Roswell Independent School District
575-444-6007

Kymera
INDEPENDENT PHYSICIANS

400 Military Heights Place, **Roswell**, NM 88201
Cancer Center Roswell/Rheumatology Tel: (575) 627-9110, Fax: (575) 623-2191 /
Multi-Disciplinary Clinic Roswell Tel: (575) 627-9500, Fax (575) 627-9535
101 S. Canal St, **Carlsbad**, NM 88220 **Oncology/Rheumatology** Tel: (575) 234-1466, Fax (575) 234-1473 /
Carlsbad Primary Care: (575) 628-1614 Fax (575) 628-1099
3028 North Grimes, **Hobbs**, New Mexico 88240, Tel: (575) 392-0222, Fax: (575) 392-0200

November 11, 2024

Re: Reference Letter for Holloway Construction Company, Inc.

To whom it may concern:

Please accept this reference for Holloway Construction Company, Inc. Holloway Construction Company, Inc. provided completion of our medical facility in 2015, with many other ongoing construction projects for our medical facilities. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a past, current, and ongoing customer of Holloway Construction Company, Inc. They performed satisfactorily and we would do business with them again. As a customer of Holloway Construction Company, Inc., we would highly recommend them to TIPS public entity and non-profit members.

Thank you,

Pebbles J Cole

Pebbles Cole
Chief Operating Officer
Kymera Independent Physicians
(575)624-3774

Artesia Public Schools

301 Bulldog Boulevard
Artesia, New Mexico 88210-1899
575.746.3585

Scott Simer
Maintenance Director
ssimer@bulldogs.org

11-11-2024

Artesia Public School
301 Bulldog Blvd
Artesia, NM 88210

Re: Reference Letter for Holloway Construction Company, Inc.

To whom it may concern:

Please accept this reference for Holloway Construction Company, Inc. Holloway Construction Company, Inc. has remodeled our Auditorium in 2022-23, an addition on Yucca Elementary in 2021-22 and are currently building our Career Center 1 building. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

Artesia Public Schools is a customer of Holloway Construction Company, Inc.. They performed satisfactorily and we would do business with them again. As a customer of Holoway Construction Company, Inc., we would highly recommend them to TIPS public entity and non-profit members.

Thank you,

Scott Simer
Director of Facilities/Maintenance

TIPS CONTRACT 241001

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Holloway Construction Company, Inc.

Vendor Authorized Signatory Name: Jason Holloway

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Email: office@hollowaycc.com

Vendor Address: P.O. Box 1571

City: Roswell State: NM Zip Code: 88202

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

BURKE
INSURANCE
GROUP, LLC
1690 S. Telshor Blvd.
Las Cruces, NM 88011
575-524-2222 • 575-525-1716 (FAX)

November 12, 2024

Holloway Construction Co., Inc.
207 S. Sunset
P.O. Box 1571
Roswell, New Mexico 88202

Re: Bonding Capacity Letter

Burke Insurance Group LLC presently handles the bonding for Holloway Construction Co., Inc. Bonding credit is provided through Western Surety Company and its affiliates. Western Surety Company of Chicago, Illinois is a listed surety with the Department of the Treasury and is authorized to do business in the State of Texas.

At the present time, Western Surety Company has agreed to favorably consider extending the single at $22 million and aggregate at $28 million. Any specific requests for bonds will be underwritten on its own merits and will be based on the financial position of the company and the underwriting information available at the time that bonds are requested.

If you should need additional information regarding the bonding capacity for Holloway Construction Co., Inc., please let me know.

Regards,

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

William W Burke Jr.
Attorney-In-Fact, Western Surety Company

Regular City Council Meeting 9.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of award of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award to the following vendors: Builders Tech LLC; Custom Wrought Iron & Welding; Pecos Valley Machine Company, Inc.; RDF Enterprises, Inc.; and W.I. Construction, LLC. (Corn/Chaparro)

BACKGROUND:
Initiated by: Abraham Chaparro

The City issued ITB-26-002 for on-call custom welding and fabrication services supporting City-owned equipment, vehicles, and infrastructure. Bids were opened on August 18, 2025. The vendors listed above submitted responsive bids with differing labor rates (shop, field, emergency) and materials markup percentages. Because service needs vary by project and department, the staff recommend a multi-source award. This approach allows departments to request services directly from any awarded vendor based on availability, specific technical needs, and project timing.

FINANCIAL CONSIDERATION
On call basis per departments approved budget.

LEGAL REVIEW:
Contracts to be revised by the Legal Department upon award

BOARD AND COMMITTEE ACTION:
Legal Committee voted 5-0 to forward to the Finance Committee. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Award Recommendation for ITB-26-002 Custom Welding & Fabrication Services
Bid Tabulation for ITB-26-002
ITB-26-002 Custom Welding and Fabrication Services

Award Recommendation

Award Recommendation for: ITB-26-002 Custom Welding & Fabrication Services

The City of Roswell issued ITB-26-002 for Custom Welding & Fabrication Services to provide on-call repairs, modifications, and fabrication of metal components for City-owned equipment, vehicles, and infrastructure.

Bids were opened on August 18, 2025, and the following vendors submitted bids:

•Builders Tech LLC – Albuquerque, NM

• Custom Wrought Iron & Welding – Roswell, NM

• Pecos Valley Machine Company, Inc – Roswell, NM

•RDF Enterprises, Inc – Dexter, NM

•W.I. Construction, LLC – Hagerman, NM

All bids were reviewed and determined to be responsive. Because these services will be required on an as-needed basis across multiple departments, staff recommends a multi-source award. Each vendor offers a variety of welding and fabrication capabilities. A multi-source award will ensure that departments may select the most appropriate vendor based on the type of work required, vendor availability, and project scheduling.

Sincerely,

Arely Peek,
Purchasing Agent

CITY OF ROSWELL

BID TABULATION

Bid No. ITB-26-002 • Custom Welding & Fabrication Services

Opening Date: August 18, 2025

Bidder	Standard Welding (On-Site) Per Hour	Standard Welding (Off-Site) Per Hour	Emergency Welding (Weekends/Holidays)Per Hour	Fabrication Labor Per Hour	Materials Markup (%)
Builders Tech LLC	$ 160.00	$ 130.00	$ 320.00	$ 115.00	30%
Custom Wrought Iron & Welding	$ 95.00	$ 120.00	$ 150.00	$ 55.00	20%
Pecos Valley Machine Company, Inc	$ 115.00	$ 145.00	$ 175.00	$ 115.00	33%
RDF Enterprises, Inc	$ 120.00	$ 135.00	$ 202.50	$ 120.00	15%
W.I. Construction, LLC	$ 165.00	$ 150.00	$ 315.00	$ 150.00	45%

Purchasing J. Peck Date: 8-14-25

CITY OF ROSWELL

PURCHASING DEPARTMENT

425 N RICHARDSON AVE

ROSWELL NM 88201

ARELY PEEK

PURCHASING AGENT

A.PEEK@ROSWELL-NM.GOV

(575) 637-6299

INVITATION TO BID

BID NUMBER:	**ITB-26-002**
BID NAME:	**CUSTOM WELDING & FABRICATION SERVICES**
DEPARTMENT:	**CITY WIDE**
COMMODITY CODE:	**NIGP 91457, 91485, 91076**
ISSUED DATE:	**WEDNESDAY, AUGUST 6, 2025**
DUE DATE & TIME:	**MONDAY, AUGUST 18, 2025, 2:00 PM**

GENERAL NOTICES

Standards

This Invitation to Bid is issued seeking submissions for the commodity or service indicated according to the New Mexico Procurement Code, NMSA 1978, § 13-1-22 to -199. All Bids are subject to the following conditions and all applicable state and local laws.

The Chief Procurement Officer reserves the right to amend and/or cancel the Invitation to Bids prior to the time and date of the Bid opening.

The Chief Procurement Officer reserves the right to correct any Bid awarded erroneously as a result of a clerical error on the part of the City of Roswell.

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 Bids received. In the case of ambiguity or lack of clarity, the City reserves the right to determine the best Bid or to reject same or to waive irregularities and technicalities.

Bid

Submissions

Bids will be received in the Office of the Purchasing Agent at City Hall, 425 N. Richardson Ave, Roswell, New Mexico, 88201 until the due date stated herein.

All Bids must be clearly marked on the outside of the box or envelope packaging with the Bid number and opening date. Should a Bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.

These words **must** be written on the EXTERIOR of the Bid 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 Bid to be rejected by the City of Roswell:

- **SEALED BID**
- **BID NUMBER**
- **OPENING DATE AND TIME**
- **THE BIDDER'S NAME**
- **THE BIDDER'S ADDRESS**

Bids 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:

Delivered to: City of Roswell
Office of Purchasing Agent
Arely Peek
425 North Richardson Ave.
Roswell, NM 88201

Facsimile and electronic Bids are not accepted.

Two complete copies of the Bid, including specifications and any other requested literature, must be submitted with the Bid.

Samples of items, when required, must be furnished, free of expense, prior to the opening of Bids, and, if not destroyed will, upon request of the Bidder, be returned to the Bidder at the Bidder's expense. Copies of any warranties must be included with the Bid and must be for the maximum amount the manufacturer provides, if goods are warrantable.

All Bidders doing business with the City of Roswell must fill out the City of Roswell **VENDOR INFORMATION FORM** and **IRS FORM W-9** in this Bid package. Failure to do so may cause the Bid to be rejected by the City of Roswell.

All Bidders must complete and include as part of their submittal the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** and **CONFLICT OF INTEREST DISCLOSURE FORM** included in this INVITATION TO Bid packet. **Failure to do so can result in rejection of said Bid.**

Bids must be submitted on the Bid schedule attached.

Bids received later than the time and date when specified as due will not be considered.

Amendments to or withdrawals of Bids received after the time and date set for Bid opening will not be considered.

Unless otherwise instructed, alternate Bids shall not be submitted and will not be considered.

All Bids must be valid for a minimum of **120 days** after Bid opening, unless otherwise stated on the Bid Sheet by the individual Bidder or the City of Roswell.

Terms

Any prices pertaining to exceptions must be submitted with the Bid. If the Bidder provides any options other than those requested, these will not be acceptable.

For items of tangible personal property included as part of the Bid, 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.

Time of proposed delivery must be stated in definite terms. If time varies for different items, the Bidder should so state.

Bids must be made out and signed in the corporate or other name of the Bidder and must be fully and properly executed by an authorized person.

Pursuant to NMSA 1978, § 13-1-108, all contracts solicited by competitive sealed Bids for the City of Roswell require that the Bid 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.

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.

Bid Bond: If applicable, pursuant to NMSA 1978 §13-1-146, a Bid security or bond shall be required of Bidders 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.

State Wage Rates: If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any Bid or Bid on construction or public works projects in excess of $60,000.00. In addition, all Bidders and Bidders shall comply with federal wage rates on applicable projects.

Opening and Evaluation

Bidders or their representative may be present at the Bid opening.

All interested parties are invited to attend Bid openings of the City of Roswell.

Bids will be opened and disclosed aloud in front of whosoever is present at precisely the time, the date and the place stipulated in the Invitation to Bid and in the legal notice published in the newspaper.

Each Bid will be evaluated by the Chief Procurement Officer for initial responsiveness and shall have a proper witness present. The Bidder 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.

The Chief Procurement Officer and the Project Manager or Department Head or proper designee will rule on any point needing clarification.

The apparent low Bidder, meeting specifications, will be determined by the Chief Procurement Officer and the Project Manager or proper designee.

All Bidders are advised to bear in mind that the low bid obtained at the opening of the bids may not be the bid ultimately selected for the award.

Following determination of the low Bidder, the Chief Procurement Officer or Project Manager will recommend to the City Council that the said Bidder be awarded the bid.

Information pertaining to Bids will not be released until the City Council has acted upon them and after the final execution of the contract document.

Award

All Bidders 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 Bid.

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.

Additional Notices

The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.

The City of Roswell reserves the right to reject any and all Bids, to waive any informality in Bids, and unless otherwise specified by the Bidder, to accept any item on the Bid.

Bidder and/or Bidders 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.

It is the sole responsibility of any Bidder who requests consideration for Resident Preference or Veteran Business Preference, pursuant to NMSA 1978, § 13-1-22(B)(C), to have obtained a Contractor's Certification from the New Mexico Taxation and Revenue Department and provide a copy of the same to the city prior to the Bid opening. Requests for consideration for Resident Business or Veteran Business Contractor's Preference after Bid opening will not be considered. A

Bidder's request for Resident Preference or Veteran's 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.

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.

Pursuant to NMSA 1978, Section 13-1-172 a Bidder or 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.

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:

Bidder or Vendor or Contractor

A Bidder or Vendor or Contractor shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) which submits a bid for goods, services, or construction under the name that appears on the entity's current business license and which is incorporated or qualified to do business under New Mexico State Laws and 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.

Chief Procurement Officer ("CPO")

The Purchasing Agent, CPO shall be the Chief Procurement Officer of the city, and shall be responsible for the control of procurement of items of tangible personal property, services, and construction in accordance with the provisions of the Procurement Code, and the city's policies and procedures relating to procurements.

Contract

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

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 Bidder.

May

Use of the term "may" with regard to Bidders indicates a permissive or optional term or condition, which will not affect consideration or evaluation of a Bidder's Bid.

Procurement Manager

The Procurement Manager shall mean the Chief Procurement Officer (CPO) as defined by 13-1-38-1 NMSA 1978, is the person within a state agencies or local public body's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services or construction.

Protest

A written protest of an aggrieved Bidder, 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 a Bidder 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.

Shall

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

Should

Use of the term "should" with regard to Bidders indicates a term or condition, fulfilment of which is not mandatory but which shall contribute towards the consideration of the Bidder's Bid.

Surety

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

PART II: GUIDELINES AND PROCEDURE

Bid Guidelines

General Bid Requirements

This Bid is issued by the City in accordance with the provisions of Sections 13-1-102 and 13-1-110 NMSA 1978, General Government Administration Procurement Regulations NMAC 1.4.1.14 through 1.4.1.28.

Bidder will submit a Bid for the project indicated in this Bid and Scope of Work/Services to meet the minimum requirements identified. The requirements stated herein do not preclude Bidder from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Bids shall be mailed or otherwise hand or courier delivered as stated above, provided that no Bid received after the due date listed above shall be considered.

Bids must be submitted in the format outlined in this Bid. Additional information may be submitted in the form of separate bound appendices. Bidders must furnish all information required by the request.

Failure to adhere to any requirement or to meet any deadline set forth in this Bid may result in summary rejection of the Bid by the Chief Procurement Officer.

The city may reject any or all Bids or parts of Bids, waive non-material irregularities in any Bid, negotiate any modifications to a Bid that it deems acceptable, or process the selection of the successful Bid without further discussion, as it deems it in its best interest to do so.

Bidders will fully inform themselves on conditions, requirements, and specifications before submitting their Bid. Failure to do so will be at Bidder's own risk and the Bidder cannot secure relief by plea of error.

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 bid. Based on information presented in the Bids, and any supplemental information requested, a finalist whose bid 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.

Bid documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the Bid. 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 Bids will become part of the Contract.

Bids may be modified or withdrawn in writing to be received prior to the closing date and time specified. Bids may be withdrawn in person by an authorized representative of the Bidder or via an email to the Procurement Manager.

All signatures on Bids, amendments, or related correspondence must be by persons who are authorized to contractually bind the Bidder.

All costs incurred in the preparation and submission of Bid will be borne by the Bidder.

The City shall be the sole judge of Bidders' qualifications and reserves the right to verify all information submitted by the Bidders. The Bid selected will be that Bid which is judged to be the most beneficial to the city.

The city may make such investigation as deemed necessary to determine the ability of a Bidder to furnish services, and the Bidder will furnish to the city all information and data for this purpose as the city may request.

The City reserves the right to reject a Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.

City procurement regulations will be used throughout the solicitation, evaluation, and award and administration process for this Bid/contract.

Questions:

Potential Offerors may submit written question to the Chief Procurement Officer:

Procurement Officer:
Arely Peek
CPO: Purchasing Agent
425 N. Richardson Ave.
Roswell, NM 88201
Email: a.peek@roswell-nm.gov
Phone: (575) 637-6299

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

Bid Contents and Format

This section provides a summary of information to be included in fulfilling the requirements of this Bid. Bidder must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages

Bidders must follow the format outlined in this section. Bids shall contain concise written material and illustrations that enable a clear understanding and the capabilities of the Bidder. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any Bid which is unclear in any way.

The Bidder must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, Bidder, joint venture, consortium, or individual which the Bidder intends to assign to a key management role in the agreement with the City of or to which the Bidder intends to assign material responsibilities under any such agreement.

Copies

Each Bidder is required to submit Bid documents as follows: two (2) hard copies that includes all information in the format outlined in this Invitation to Bid (Bid). Bids must be received by **Monday, August 18, 2025, 2:00 P.M.** The city will not accept any Bid received after the submittal due date and time.

Sealed Container; Notation

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

SEALED BID
ITB-26-002 CUSTOM WELDING & FABRICATION SERVICES
MONDAY, AUGUST 18, 2025, 2:00 P.M.
BIDDER's NAME
BIDDER's ADDRESS

Forms Required

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

Licensing Requirements

The successful Bidder must hold a valid New Mexico Contractor's License in good standing, appropriate for the scope of work. The Bidder must also hold a valid City of Roswell Business License prior to beginning work. Proof of licensing must be submitted with the bid or prior to award.

Format and Organization of the Bid Materials

Hard Copies. Bidder shall submit two (2) unbound hard copies. The Bid content shall be submitted on letter size (8 ½" x 11") or tabloid-size (11 x 17") if folded to letter size and typed only on the front of pages.

Title Page with the Bid Number and Name, General Company Information: Bidder's name and address, telephone number, web address, name of contact person and email address.

Table of Contents that includes a clear identification of the written material by section.

Proposed Schedule of Prices, form is included with this Bid document.

Scope of Services Bidder will include in their approach to completing the work elements described in the Statement of Work section of this Bid. The Scope of Services will address each task in the Statement of Work.

Required Documents:

- Campaign Contribution Disclosure form
- Certificate of Non-Collusion
- Bid Acknowledgment form
- Conflict of Interest Disclosure form
- Vendor Information form
- W-9 form
- Certificate of Insurance
- All other Licensing Requirements
- Bonds (if applicable)

Bid Procedure

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 a Bidder for this project. The City reserves the right to reject any or all Bids or parts of Bids, to negotiate modifications of Bids submitted, and to negotiate specific Bid elements with a Bidder into a project of lesser or greater magnitude than described in this Bid or the Bidder's reply.

Addendum Effect on Invitation to Bid

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

Summary of Anticipated Schedule

	Action:	Responsibility:	Date:
1.	Issue Bid	City of Roswell	08/06/2025
2.	Deadline to Submit Written Questions	Bidder	08/11/2025
3.	Response to Questions via Addendum	Procurement Manager	08/12/2025
4.	Submission of Bid: 2:00 PM	Bidders	08/18/2025
5.	Recommendation to Committee	Project Manager	09/04/2025
6.	Recommendation of Award to City Council	Project Manager	09/11/2025
7.	Notice of Award	Procurement Manager	09/12/2025

*Dates indicated in Events 5 through 7 are estimates only, and may be subject to change without necessitating an amendment to the ITB.

Explanation of Sequence of Anticipated Schedule

Issue Bid

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

Deadline to Submit Written Questions

Questions pertaining to this Bid 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 Bid document and procurement process to the Chief Procurement Officer via email address: a.peek@roswell-nm.gov.

Response to Written Questions via Addendum

The Chief Procurement Officer shall issue a written response to timely submitted written questions via an Addendum. This is the date that has been set to signify no other Addendum will be issued on the project so that Bidders have time to finalize their responses. Answers to

all received questions are expected to be available to all Bidders who submitted written questions via email through an Addendum to the Bid by the deadline given on the schedule above and will be publicly posted. All Bidders shall acknowledge the receipt of the Addendum(s) where indicated on the "***Bid Acknowledgement Form"***.

Submission of Bid

Bids shall be submitted no later than the date and time provided in this Bid. Late Bids *will not* be accepted. It is the Bidder's responsibility to ensure that Bids arrive at the appointed location, date and time. Bids may be delivered early to avoid any possible delay of the submission.

If a Bidder desires to change a Bid that already has been submitted, the change may be made by a signed letter that refers to the Bid and addendum number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of Bids in the amended Bid.

BIDS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Bid submittals shall be date and time-stamped by the City's office that is designated to receive Bids. A public log will be kept of the names and submittal times of all Bidders who submitted Bids.

The Chief Procurement Officer shall designate a witness to be present during the opening of the Bids. The witness and Chief Procurement Officer shall sign the "List of Bidders" for the procurement file.

The Chief Procurement Officer shall review the Bids for completeness and compliance with the mandatory requirements. If any Bid submitted is deemed non-responsive, the Bidder will be notified in writing of such determination which will include the right of the Bidder to protest the decision.

Notice of Award

Upon approval of Recommendation of Award by City Council, the Procurement Manager shall issue the Notice of Award and the City Manager or designee shall contact the winning Bidder in order to initiate negotiations for a contract.

Protest Period

Any protest by a Bidder shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the notice of award and will end as of close of business on fifteen (15) days after the Notice of Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds

for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Chief Procurement Officer
425 N. Richardson
Roswell, NM 88201

Protests received after the deadline will not be accepted.

Contract Execution

The City reserves the right to enter into a contract with the apparent low Bidder. If a contract cannot be finalized with the apparent low Bidder, the City can enter into a contract with the next responsive low bidder. A Determination Letter shall be sent to the apparent low Bidder and shall provide the reason why a contract could not be executed with the said Bidder.

PART III: SCOPE OF WORK / SPECIFICATIONS

General

Purpose

The city of Roswell is soliciting bids from qualified vendors to provide custom welding and metal fabrication services on an as-needed basis for various City departments. Services may include repairs, modifications, or fabrication of metal components for City-owned equipment, vehicles, infrastructure, and facilities. This procurement may result in a multiple-source award. The city of Roswell reserves the right to award contracts to multiple vendors if it is determined to be in the best interest of the city. Assignments will be based on factors including availability, response time, pricing, and type of service needed.

Typical Services May Include (but are not limited to):

- On-site and off-site welding (MIG, TIG, stick)
- Fabrication of metal components, brackets, frames, and supports
- Structural welding for steel, stainless steel, and aluminum
- Welding on cast iron and galvanized pipes
- Repair and modification of existing metal structures or equipment
- Cutting, grinding, drilling, and finishing metal as needed
- Fabrication and installation of custom gates, fences, and railings
- Welding repairs on garbage trucks, grapple trucks, dumpsters, and heavy equipment
- Confined space welding, such as inside or underneath garbage trucks
- Emergency or urgent repair services

Requirements and Standards:

- Compliance with all applicable safety and welding standards
- All work must meet industry standards for quality and durability
- Vendor must be certified and experienced in commercial/industrial welding
- Must provide all necessary staffing, tools, equipment, materials, and safety gear
- Ability to respond to service requests within a reasonable timeframe (within 24/48 hours)
- Welders must be certified to work with cast iron and galvanized materials
- Welders must be capable of working in confined spaces and hazardous environments, including but not limited to Solid Waste facilities, wastewater treatment plants, and around heavy machinery.
- Welders and employees must be eligible to obtain a SIDA badge and work in secured areas of the Roswell Air Center (ROW)
- Vendors must follow all applicable OSHA safety protocols and provide appropriate PPE for hazardous work conditions.

Materials and Methods:

- Welding capabilities must include MIG, TIG, and stick methods
- Experience working with steel, stainless steel, aluminum, cast iron, and galvanized metals

Work Locations:

Services may be required at various City-owned facilities, yards, or job sites, including but not limited to:

- Solid Waste Department facilities
- Airport (secured and non-secured areas)
- Streets and public infrastructure
- Parks and recreation areas
- Waste Water Treatment Plant
- Lift Station (Waste Water Citywide)

Note: Specific project scopes and locations will be provided at the time of request.

Additional Notes:

Bidders shall thoroughly examine and be familiar with specifications and any federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or the Contract.

The submission of a bid shall be taken as prima facie evidence of compliance with this section.

General Conditions for Bid

Bidder's Relationship to the City

Bidder as Independent Contractor

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

Subcontracting

Bidder 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 Bidder of its liability and obligation under this Contract, and despite such subcontracting the City shall deal through the Bidder, and Sub-Contractors will be dealt with as workmen and representatives of the Bidder. It is The Bidder's responsibility to ensure that approved Sub-Contractors have achieved the same liability coverage as the Bidder.

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.

Termination of Contract

Upon Thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Bidder, 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 Bidder shall discontinue all work on the appointed last day of service.

CITY OF ROSWELL

ITB-26-002

CUSTOM WELDING & FABRICATION SERVICES

PRICE PROPOSAL FORM

BIDDER NAME: _____

LINE ITEM	UNIT	RATE
Standard Welding Labor Rate Per Hour (on-site)	Per Hour	$_____
Standard Welding Labor Rate Per Hour (off-site)	Per Hour	$_____
Emergency Welding Labor Rate (weekends/holidays)	Per Hour	$_____
Fabrication Labor (cutting, grinding, drilling, etc)	Per Hour	$_____
Materials Markup	Percent markup	_____ % Over cost

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Email: _____

SUBMISSION CHECKLIST

ITB-26-002 CUSTOM WELDING & FABRICATION SERVICES

This checklist is included as a convenience to the Bidders, **but does not relieve any Bidder of reviewing the entire Invitation to Bid document**, understanding its contents, and complying with all requirements contained therein.

1. Bid

   Submittal unbound "Original" and "Copy" of Bid

- ☐ a. Cover Letter
- ☐ b. Title Page
- ☐ c. Table of Contents
- ☐ d. Proposed Schedule of Prices
- ☐ e. Scope of Work / Specifications
- ☐ f. Required Documents
  - Campaign Contribution Disclosure form
  - Certificate of Non-Collusion
  - Bid Acknowledgment form
  - Conflict of Interest Disclosure form
  - Vendor Information form
  - W-9 form
  - Certificate of Insurance
  - All other Licensing Requirements
  - Bonds (if applicable)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

CERTIFICATE OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

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

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

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

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

BID ACKNOWLEDGEMENT FORM

Bid#:	**ITB-26-002**
NAME:	**CUSTOM WELDING & FABRICATION SERVICES**
DATE OF OPENING:	**MONDAY, AUGUST 18, 2025**
TIME OF Bid OPENING:	**2:00 P.M.**

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

Bidder 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 Bid:

Submit 1 "Original" Bid unbound and 1 "Copy" of exact "Original" Bid.

Bid must remain valid **120 days** after Bid opening unless otherwise stated herein.

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Provide an explanation for Yes answers in the space provided.

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

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

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

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

Signature: _____

Printed Name: _____

Address: _____

Phone/Contact Number: _____

VENDOR INFORMATION FORM

PURCHASING DEPARTMENT
PO Box 1838, Roswell, NM 88202
Email: ap@roswell-nm.gov
PH. 575-624-6700 EXT. 1275

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

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

  _____

VENDOR TAX IDENTIFICATION:

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

VENDOR INFORMATION:

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

VENDOR PAYMENT INFORMATION *(if different from above)*:

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

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

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

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

(Rev. 02/2021)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

Requester's name and address (optional)

CITY OF ROSWELL
PO BOX 1838
ROSWELL NM 88202

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:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

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.*

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 10.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to authorize to issue a PO to Priority Dispatch in the amount of $64,420.00 to cover all maintenance, license renewals, services, and support for the structured call-taking protocols used by dispatch for FY26. (Corn/Best)

BACKGROUND:
Initiated by: Teri Best

Dispatch provides initial certification, continuing education, and re-certification for the emergency dispatchers of PVRCC. They also provide the call-taking software, licenses, and maintenance for 911 services. Previously, each discipline (Fire, Law Enforcement, and Medical) and service was billed separately. By combining the services into one invoice, it will lower the amount of overall services by a percentage.

FINANCIAL CONSIDERATION
Consolidated Dispatch Operating and Personnel costs are reimbursed by Chaves County at 40%. Funding Source -- This item will be funded using the Employee Training account # 1101-4656-585901.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

PRIORITY DISPATCH QUOTE#Q-81605

Quote

Priority Dispatch Corp.

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Noel
Phone: (800) 363-9127
Direct: 385-355-0435
Email: jon.noel@prioritydispatch.net

Agency:	Pecos Valley Regional Communication Center
Agency ID #:	11108
Quote #:	Q-81605
Date:	8/13/2025
Offer Valid Through:	12/11/2025
Payment Terms:	Net 30
Currency:	U.S. Dollar

Bill To:
Pecos Valley Regional Communication Center
1 St. Mary's Place
Roswell, New Mexico 88203
United States

Ship To:
Pecos Valley Regional Communication Center
1 St. Mary's Place
Roswell, New Mexico 88203
United States

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire;Police	1	USD 64,420.00
	Year 1 - ESP, Training, SkillLab, Navigator All-Inclusive TOTAL:		USD 64,420.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire;Police	1	USD 64,420.00
	Year 2 - ESP, Training, SkillLab, Navigator All-Inclusive TOTAL:		USD 64,420.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire;Police	1	USD 64,420.00
	Year 3 - ESP, Training, SkillLab, Navigator All-Inclusive TOTAL:		USD 64,420.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire;Police	1	USD 64,420.00
	Year 4 - ESP, Training, SkillLab, Navigator All-Inclusive TOTAL:		USD 64,420.00

"To lead the creation of meaningful change in public safety and health."

Quote

Priority Dispatch Corp.

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire;Police	1	USD 64,420.00
	Year 5 - ESP, Training, SkillLab, Navigator All-Inclusive TOTAL:		USD 64,420.00

Subtotal	USD 64,420.00
Total	USD 64,420.00

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

Terms and Conditions

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

Regular City Council Meeting
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith CHAIR: Robert B. Corn

ACTION REQUESTED:
Approval to enter into a contract with OpenGov for Budgeting and Grants Management Software for $201,343.14. This procurement will be through the Sourcewell contract 060624. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

The City of Roswell currently utilizes ClearGov for budgeting functions. After review, staff recommends transitioning to OpenGov, a comprehensive budgeting and grants management software. OpenGov offers enhanced transparency, daily updates with actuals, and robust reporting features that better align with the City's commitment to financial accountability and accessibility. The transition from ClearGov to OpenGov will improve efficiency in budget development, monitoring, and grant administration while providing clearer information to elected officials, staff, and the public.

FINANCIAL CONSIDERATION:
Funding for this contract is available in line item 11014041 663301 of the FY2026 Adopted Budget. No budget adjustment is required. The cost of the OpenGov subscription is $201,343.14 ClearGov services will be discontinued.

LEGAL REVIEW:
This item was presented to the Legal Committee on August 21, 2025 and passed with a 5-0 vote. The contract will comply with the New Mexico Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) and will be reviewed by the City Attorney prior to execution.

BOARD AND COMMITTEE ACTION:
This item was presented to the August 21, 2025, Legal Committee and passed with a 5-0 vote. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented

Attachments
Quote
Vertosoft Contract

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 8/15/2025, 9:34 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

Vertosoft Quote for OpenGov - City of Roswell, NM

Contract: Sourcewell: 060624-VTO

Quote #: Q-13993
Expires On: 8/31/2025

Ship To
Toni Gomez
City of Roswell, NM
PO Box 1838
Roswell, NM 88202
t.gomez@roswell-nm.gov

Quote For:
Name: Toni Gomez
Company: City of Roswell, NM
Email: t.gomez@roswell-nm.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 9/1/2025
Overall POP End Date: 6/30/2027

Prorated Year 1 Period of Performance: 09/01/2025 - 06/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-1Y	Budgeting & Planning - Between $100-150 Million - 1Y	1.00	$50,341.71	$50,341.71
OG-TWFP-B100150M-AR-1Y	Grants Management - Between $100-150 Million - 1Y	1.00	$36,521.43	$36,521.43
OG-PSBG-B100150M-OT-0Y	Professional Services Deployment - Prepaid - Between $100-150 Million - 0Y	530.00	$216.00	$114,480.00
			Prorated Year 1 TOTAL:	$201,343.14

Year 2 Period of Performance: 07/01/2026 - 06/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-1Y	Budgeting & Planning - Between $100-150 Million - 1Y	1.00	$63,150.52	$63,150.52
OG-TWFP-B100150M-AR-1Y	Grants Management - Between $100-150 Million - 1Y	1.00	$45,813.85	$45,813.85
			Year 2 TOTAL:	$108,964.37

TOTAL: $310,307.51

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

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Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vertosoft LLC, 1602 Village Market Blvd. SE, Suite 320, Leesburg, VA 20175 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, and 4.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Vertosoft LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: H. Jay Colavita CE362D9DCA75431...
By: _____	By: _____
Jeremy Schwartz	Jay Colavita
Title: Chief Procurement Officer	Title: President
Date: 10/23/2024 | 2:51 PM CDT	Date: 10/23/2024 | 2:47 PM CDT

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name:	Vertosoft
Does your company conduct business under any other name? If yes, please state:	Virginia
Address:	1602 Village Market Blvd SE Suite 320 Leesburg, Virginia 20175
Contact:	Ashlianne Shigley
Email:	ashlianne.shigley@vertosoft.com
Phone:	571-799-9578
HST#:	81-3911287

Submission Details

Created On:	Tuesday May 14, 2024 10:42:32
Submitted On:	Wednesday June 19, 2024 16:27:20
Submitted By:	Chet Hayes
Email:	chet@vertosoft.com
Transaction #:	24e4534c-d2ba-49f8-8719-aa21f40b0e00
Submitter's IP Address:	173.72.254.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vertosoft LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vertosoft LLC has no subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vertosoft	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7QV38. UEI: Y7D5MXRU2839.	*
5	Proposer Physical Address:	1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175	*
6	Proposer website address (or addresses):	www.vertosoft.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Jay Colavita Title: President Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: contracts@vertosoft.com Phone: 703-568-4703	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashlianne Shigley Title: Government Contracts Program Manager Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: ashlianne.shigley@vertosoft.com Phone: 571-799-9578	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Chet Hayes Title: CTO Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: chet@vertosoft.com Phone: 571-707-4137	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Vertosoft LLC (Vertosoft) is a technology services company that focuses on delivering innovative and emerging technologies to public sector organizations across the country. Established in 2016, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Our forte is strategic sourcing, which streamlines the time required to provide critical technology and services to government end-users at competitive prices. We provide Sourcewell members the flexibility, agility, and responsiveness of a small company with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and the technology required to satisfy those requirements. Our core values include an innovative mindset, an entrepreneurial spirit, and a deep knowledge and experience supporting all phases of government sales and acquisition lifecycle. We are widely respected and relied upon for our professional, ethical, and industry certified business process.	*
11	What are your company's expectations in the event of an award?	An award from Sourcewell represents an opportunity for a beneficial partnership between Vertosoft, Sourcewell, and its members. This partnership ensures that Sourcewell members gain access to leading-edge technologies that are exclusively available through Vertosoft's robust catalog. As an awarded supplier under Sourcewell's rigorous selection process, Vertosoft gains a prestigious platform to showcase its innovative solutions. Sourcewell, in turn, enhances its offerings with a broader and more advanced range of technology solutions. We believe that the strongest and most effective partnerships are built on a foundation of collaboration. We are committed to working hand-in-hand with Sourcewell to tailor solutions that precisely address the diverse needs of Sourcewell members, ensuring a relationship where progress and mutual satisfaction are the mainstays.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vertosoft is a fast-growing and financially sound company that delivers high-quality software solutions to the public sector. Since 2016, we have achieved an impressive annual growth rate of 30-60%, reaching $74M in revenue in 2021 and over $178M in 2023. We have zero debt, and we invest our own funds to meet the diverse needs of our clients and partners. The financial statements that we have provided attest to our solid and stable performance. You can find our 2023 Financial Statements within the "Step 2 - Documents" portion of the submission under "Financial Strength and Stability" for reference.	*
13	What is your US market share for the solutions that you are proposing?	Vertosoft is dedicated to introducing innovative and emerging technologies within the public sector. While our data on non-public sector market share is not within our purview, we are proud to state that for a substantial portion of the suppliers we represent, Vertosoft handles between 80% to 100% of all their public sector transactions. This significant figure demonstrates our strong position and influence in the public sector technology market.	*

14	What is your Canadian market share for the solutions that you are proposing?	The proposed solutions from our suppliers have a significant and growing presence in the Canadian market. Although specific market share values are not available, we can provide insights into their influence and adoption across various sectors in Canada. UKG (Ultimate Kronos Group) is widely recognized in Canada for its comprehensive human capital management (HCM) solutions. Many Canadian organizations across public and private sectors leverage UKG's workforce management and HR solutions to enhance operational efficiency and employee engagement. Diligent's governance, risk, and compliance solutions are trusted by numerous Canadian enterprises and public sector organizations. Their tools are known for enhancing board governance and regulatory compliance, making them a preferred choice in Canada. Trintech's financial close management software is used by several leading Canadian companies to streamline their financial operations. Their solutions are appreciated for improving accuracy and efficiency in financial processes. Visual Lease has a notable presence in the Canadian market, with its lease management solutions being adopted by organizations to ensure compliance with lease accounting standards and improve financial performance. OpenGov is a trusted partner for many Canadian government entities, providing financial and performance management solutions that promote transparency, efficiency, and data-driven decision-making. Cornerstone's cloud-based learning and talent management solutions are widely adopted by cCanadian businesses and educational institutions, supporting continuous learning and professional development. Udacity's online learning platform is popular among Canadian learners and organizations for its cutting-edge courses in technology and business, which help enhance workforce skills and adaptability. Ivy.ai's AI-powered chatbot and virtual assistant solutions are utilized by various Canadian educational institutions and businesses to improve customer service and engagement through automated support. Fleet DM's fleet management solutions are implemented by several Canadian organizations to optimize their fleet operations, reduce costs, and enhance operational efficiency. Urban SDK's data analytics and visualization tools are used by Canadian urban planners and policymakers to improve city infrastructure and enhance urban development through data-driven insights. Autura's automotive solutions support Canadian automotive businesses with real-time data and analytics on vehicle performance and maintenance, helping improve efficiency and decision-making. Fluxx Labs' grant management software is adopted by several Canadian philanthropic organizations and government agencies to streamline the grant application and management process. Swiftly's public transit solutions are employed by Canadian transit agencies to provide real-time data and analytics, improving transit operations and rider experience. Spare Labs, based in Canada, provides demand-responsive transportation solutions that are widely used by Canadian transit agencies to enhance mobility and accessibility in urban and rural areas. Public Input's community engagement platform is utilized by various Canadian municipalities to facilitate public participation and gather citizen feedback, enhancing community involvement in governance.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Vertosoft has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vertosoft is best categorized as a distributor/dealer/reseller. Answer to a): Due to the fact that Vertosoft has proposed a wide variety of solutions for this submission, we have attached the proposed suppliers Letter of Authorizations to fulfill this requirement. Letters of Authorization can be found in the "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A zip folder titled "LOAs" has been uploaded accordingly.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vertosoft was formed with the sole focus of serving the public sector market with the most advanced emerging technology available. To support this mission, Vertosoft has implemented and adheres to a comprehensive set of internationally recognized standards and certifications, demonstrating our commitment to quality, security, and regulatory compliance. These certifications include those held directly by Vertosoft as well as those maintained by our third-party partners and subcontractors. Vertosoft has implemented the International Organization for Standardization (ISO) 9001:2015 standard, a globally recognized benchmark for quality management systems (QMS). This certification underscores our dedication to maintaining the highest standards of quality in our processes and services, ensuring that we consistently meet or exceed the rigorous requirements set by government agencies. Recognizing the complexity and interdependence of global information technology supply chains, Vertosoft holds a certificate for the Open Trusted Technology Provider™ Standard (OTTPS), which is approved as ISO/IEC 20243:2015. This certification is critical for mitigating the risk of maliciously tainted and counterfeit products, thereby ensuring the integrity and security of our supply chain. Many of Vertosoft's cloud-native suppliers are FedRAMP certified. FedRAMP is a government-wide program that standardizes security and risk assessments for cloud technologies, promoting the adoption of secure cloud services across the federal government. Additionally, our suppliers also hold StateRAMP certifications, which extend these stringent security protocols to state and local government entities, ensuring consistent protection and compliance. To further bolster our commitment to data security, many of our suppliers are SOC 2 Type II certified. This certification involves a rigorous audit process that evaluates an organization's information systems against strict criteria for security, availability, processing integrity, confidentiality, and privacy. SOC 2 Type II certification is particularly crucial for service providers managing customer data in the cloud, ensuring that data is secure and protected from unauthorized access. Furthermore, several of our suppliers are certified to the ISO/IEC 27001 standard. This international standard provides a robust framework for information security management systems (ISMS), enabling organizations to manage the security of assets such as financial information, intellectual property, and employee details, as well as information entrusted by third parties.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Vertosoft's 7+ years as a company, we have never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- INC 5000 2022 AND 2023 - Washington Business Journal Top Performing Small Technology Companies 2022 AND 2023 - Washington Business Journal Fast 50 2022 AND 2023 - Washington Business Journal Fast 50 2021 - Most Promising Public Sector Solution Providers 2021 - Best Places to Work 2021, 2022, 2023, & 2024
20	What percentage of your sales are to the governmental sector in the past three years	99.12%
21	What percentage of your sales are to the education sector in the past three years	3.48%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS: 220105 -- $7,346,338.43 NCPA-OMNIA: 01-165 -- $4,770,754.68 BuyBoard: 692-23 -- $420,658.61 Texas DIR: DIR-TSO-4227 -- $13,782,528.51 California Multiple Award Schedule: 3-23-06-1020
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: GS-35F-688GA -- $45,306,418.77 2GIT: 47QTCA21A002A -- $4,394,961.23 DoD ESI: N66001-21-A-0092 -- $259,717.60 ITES-SW2: W52P1J-20-D-0067 -- $19,225,960.62

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Judiciary Courts of the State of Kansas	Jeff Peter	(785) 291-3054
University of Alabama	Julie Shelton	(205) 348-7917
County of Davidson, NC	Joel Hartley	(336) 242-2032

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of West Virginia	Government	West Virginia - WV	Enterprise Lease Platform, Community Engagement and Citizen Engagement, Financial Reporting Software	Average Deal Size: $928,509	$9,874,122
State of Montana	Government	Montana - MT	Regulatory Publication Platform, Financial Reporting	Average Deal Size: $164,987	$3,009,236
Florida Department of Corrections	Government	Florida - FL	Budgeting and Planning Software	$2,134,236	$2,134,236
State of Maryland	Government	Maryland - MD	Enterprise Agile Planning Solution, Financial Reporting, Cloud Native Automation, Budgeting Software	Average Deal Size: $155,339	$1,777,514
City of San Antonio Texas	Government	Texas - TX	Transparency Platform	Average Deal Size: $345,839	$1,020,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	Vertosoft's strategic positioning across the United States reflects our commitment to providing exceptional service and support for all our clients, including the prospect of serving Sourcewell's nationwide needs. Our corporate headquarters in Leesburg, VA, doubles as the national sales support center, orchestrating thousands of transactions across all 50 states, as well as extending our reach into Canada. This centralized hub ensures that we maintain a cohesive strategy and a consistent level of service across all jurisdictions. We bolster our national presence with additional locations strategically placed in Charleston, SC; Charlottesville, VA; Denver, CO; Philadelphia, PA; Portland, ME; and Tacoma, WA. These offices are not mere points on a map; they are integral parts of a cohesive network that extends Vertosoft's capabilities and brings our services closer to Sourcewell members. Our sales force, a dedicated team of 45 full-time individuals, is not just a number. Each member is a specialist, aligned with specific software suppliers to act as both a force multiplier for our partners and a trusted advisor to our public sector clients. This ensures that each Sourcewell member receives tailored attention and expertise that aligns with their unique missions and challenges. Beyond our sales team, Vertosoft has crafted a core group of key individuals who will directly support this contract, including: Executive Sponsor: Jay Colavita, President Contract Management: Ashlianne Shigley, Government Contracts Program Manager Technical Executive: Chet Hayes, CTO Accounts Payable: Hannah Xiu, CFO Sales Leadership: Josh Slattery, VP of Technology Sales Sales Operations: Nur Rahman, Director of Operations Contract Marketing: Mary Dawson, Digital Marketing Manager Financial Reporting: Michael DiPlacido, Government Business Analyst These leaders are not just overseeing operations; they are actively engaged in ensuring that every Sourcewell member receives the highest level of service and support. The size of our team is a testament to our efficiency and dedication. With Vertosoft, Sourcewell will not be engaging with a cumbersome, slow-moving entity, but a nimble, responsive organization where every employee carries the weight of their expertise and commitment to public service. Our agility allows us to pivot and adapt to the changing needs of Sourcewell members, ensuring that each entity receives the attention and resources it deserves. We are not just proposing a vendor-client relationship; we are offering a partnership where Sourcewell's needs are met with precision, professionalism, and a personal touch that only a team like Vertosoft's can provide. With our nationwide network, specialized team, and the direct involvement of our leadership, Sourcewell can be confident in Vertosoft's ability to meet and exceed their nationwide requirements.
27	Dealer network or other distribution methods.	Vertosoft is a software distributor and reseller and can sell directly to any of the Sourcewell participating entities across the United States. Vertosoft also maintains a broad partner network across the country that is comprised of companies that fall into a wide variety of disadvantaged categories such as women owned, service-disabled veteran owned, minority owned, etc. With this wide partner network, Vertosoft can help Sourcewell participating entities meet specific procurement goals related small or disadvantaged business. Our reliable partner network of nearly 300 companies is made up of top industry participants (some being Sourcewell contract holders) such as BlueTech, GovSmart, Enterprise Technology Solutions, SHI, Insight Public Sector, New Tech, and Strategic Communications, just to name a few.
28	Service force.	As a software distributor and reseller, Vertosoft works directly with the software manufacturers and their service partners to provide needed service, rather than maintaining a large service force. These partners reside both in the United States and in Canada. We work heavily with multiple services providers for UKG, one of the proposed solutions in this submission. They are as follows: Worldgate, Project Genetics, Covalence, JK Seva, Fase Group, HRchitect, Mosaic Consulting Group, Jubilant LLC, PredictiveHR, Sability LP, and more. Service providers we commonly work with for other technologies include F.H. Black, Trintech, Aeyon, and Clearsulting.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Vertosoft can act as both a distributor and reseller to help make the ordering process for Sourcewell participating entities as smooth and easy as possible. Here's how the process is tailored to meet the software-centric requirements: When Vertosoft Acts as a Distributor: 1. Selection and Consultation: A Sourcewell entity selects their required software solutions with the possibility of consultation from Vertosoft and/or the software supplier to ensure the best fit for their needs. 2. Authorized Reseller Engagement: The entity then engages with an authorized reseller partner of Vertosoft to place the order. This partnership combines the local touch of a reseller with the extensive software offerings of Vertosoft. This could also help participating entities to achieve socio-economic goals when possible. 3. Order Coordination: Once the order is placed with the reseller, Vertosoft coordinates with the software supplier to fulfill the order. Vertosoft's role as a distributor ensures that the software supplier delivers the order effectively through the reseller partner. When Vertosoft Acts as Both Distributor and Reseller: 1. Direct Order Placement: In scenarios where Vertosoft assumes the combined role, the Sourcewell entity places the order directly with Vertosoft, eliminating any thirdparty interaction. 2. Order Fulfillment: Vertosoft then takes on the responsibility of coordinating directly with the software supplier to fulfill the order. This direct line ensures clarity, efficiency, and expediency in delivery. 3. Post-Order Support: Regardless of the role, Vertosoft provides comprehensive post-order support, assisting with software entitlement, license management, and technical queries. In both scenarios, Vertosoft's involvement guarantees a streamlined process that caters to the digital nature of the products offered. With no physical inventory to manage, the focus remains on prompt service and precise fulfillment of software orders, ensuring that Sourcewell entities receive the right software solutions at the right time, with Vertosoft as their dedicated point of contact.
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Vertosoft's strategy for implementation, integration, and use of implementation partners is designed to ensure the successful and seamless deployment of solutions for our customers. Our approach is comprehensive, collaborative, and client-focused, with the ultimate goal of providing irrefutable value. We currently collaborate with nearly 50 implementation partners who are industry leaders in their specialty, consistently engaging with them for their highly skilled expertise and streamlined project facilitation. We view implementation partners as valuable extensions of any given project.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Vertosoft is fully committed to delivering exceptional customer service to Sourcewell members through our comprehensive Customer Success Program. Our approach is designed to provide rapid, knowledgeable, and tailored support to ensure that our clients maximize the benefits of our technology solutions. Upon commencement of our partnership, Sourcewell members will be assigned a dedicated Customer Success Manager (CSM) team. This team, comprised entirely of U.S. citizens, boasts an intimate understanding of various software manufacturers' entitlement systems, license management processes, and technical support frameworks. This ensures that the support provided is not only expert but also directly aligned with the nuances of the public sector's operational requirements. To facilitate immediate and seamless communication, we provide a dedicated toll-free number and a specific email address that directly connects Sourcewell members to their CSM team. This direct line of contact is designed to eliminate delays and streamline the resolution process. Our CSM team pledges to deliver on the following key customer service aspects: Software Entitlement Management Support: Expert assistance in managing and optimizing software entitlements. Customized License Reporting and Usage: Tailored reports that provide insights into software usage and compliance status, aiding in informed decision-making. Service Desk Management Portal: Sourcewell members will have access to 'VertoDesk', our robust service management portal, allowing them to open and manage service tickets efficiently with the CSM team. Technical Outreach and Advisory Sessions: Scheduled sessions to discuss new solutions, technology roadmaps, and to offer strategic advice tailored to the unique needs of Sourcewell members. Our response-time capabilities are a cornerstone of our customer service commitment. The CSM team guarantees prompt attention to all inquiries and issues, with an initial response time target within one business hour of contact. We strive to resolve queries and service tickets swiftly, with a focus on first-contact resolution whenever possible. To ensure these service goals are consistently met, Vertosoft incentivizes our CSM team based on key performance indicators that include response times, resolution times, and customer satisfaction levels. Regular reporting on these metrics, including the volume of calls, emails, and the status of service tickets, will be provided to Sourcewell to maintain transparency and encourage continuous improvement. Our dedicated CSM team, responsive service capabilities, and strategic incentives all serve one purpose: to provide Sourcewell members with an unparalleled customer service experience that not only meets but exceeds their expectations for support and strategic guidance.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vertosoft's core business is selling to the Public Sector, both the State & Local and Federal Government. We have dedicated the entire business to our only customer being the Government due to the expanse and nuance of the Government as a customer. Due to this, this makes our ability as a software distributor and reseller to sell directly to any of the Sourcewell participating entities across the United States extremely plausible and within our normal reach. We look forward to working with Sourcewell participating entities to provide the solutions proposed as part of this solicitation.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vertosoft is committed to delivering high-quality software and related services to public sector and education administration entities, including those across Canada. Our ability and willingness to serve Sourcewell participating entities in Canada are rooted in the following key aspects: - Vertosoft LLC has established a legal presence in Canada and has the ability to quote in CAD. - We have an established, proven track record of success via direct transactions, as well as through our number of Canadian partners. - Vertosoft offers comprehensive training and implementation services tailored to the specific needs of our customers. For any related services that we are proposing, we provide remote options, ensuring that Canadian entities can maximize the value of Vertosoft's solutions, while encountering minimal disruption to their daily operations. - We are best able to serve the Canadian territories and provinces that conduct business in English.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vertosoft is currently equipped to and has done business with all 50 states of the US. We are also equipped to do business with all required areas of Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vertosoft anticipates being able to fully serve any participating entity sectors through this proposed contract, and looks forward to the opportunity of doing so.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vertosoft has no specific restrictions related to participating entities in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vertosoft has crafted a robust marketing strategy to ensure the successful promotion of the Sourcewell contract opportunity. Our approach is multifaceted, designed to leverage our expertise and resources to educated and engage public sector entities about the advantages of using this contract vehicle for their technology solution acquisitions. The text in the following questions (#37-40) covering the Marketing Plan is meant to work in tandem with what we have submitted as an attachment under the “Step 2 - Documents” portion of the submission under “Marketing Plan/Samples.” Dedicated Sales Team Effort: Vertosoft’s seasoned public sector sales team, armed with extensive experience in leveraging national contracts, will actively collaborate with Sourcewell’s marketing division. The objective is to enlighten public sector organizations about the benefits and efficiencies gained by utilizing this contract for their technology purposes. Partnership with Software Manufacturers: Our Software Manufacturer Partners, who have well-established national sales forces, will integrate the promotion of this contract into their sales strategies. In their interactions with public sector entities, they will advocate for the use of this contract as the preferred procurement vehicle for acquiring state-of-the-art technology solutions. Proactive Communication and Media Outreach: Within the first 14 days post-award, Vertosoft will disseminate a co-branded press release, announcing the contract award with detailed insights into the contract specifics. This announcement will be bolstered by strategic social media campaigns, targeting public sector organizations to inform and promote the contract’s utilization. Online Presence and Accessibility: A dedicated Vertosoft website will be launched within 30 days of award notice, featuring the standard Sourcewell logo. This line resource will serve as a comprehensive hub, housing the original RFP, contract documents, product summaries, marketing materials, and direct links to the Sourcewell website. Additionally, we will establish a dedicated toll-free number and email address exclusively for Sourcewell participating entities, facilitating effortless access and inquiries. Direct Engagement Campaign: Within 60 days of the award, Vertosoft will initiate a targeted email and direct contact campaign. This initiative is designed to notify both existing and prospective public sector agencies about the contract. The communication will offer detailed guidance on how to effectively leverage the contract for future technology solution procurements. Vertosoft’s marketing strategy is a testament to our commitment to not only inform but also empower participating agencies with the tools and knowledge to enhance their operational capabilities through this contract with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vertosoft employs a sophisticated array of digital technologies and data analytics to enhance the effectiveness of our marketing initiatives. Here's an outline of our strategy: Social Media Utilization: We leverage social media platforms to engage with our audience, utilizing targeted advertising and organic content strategies. By analyzing user interaction data, we tailor our content to increase engagement, foster community building, and enhance brand awareness. Metadata Analysis: By harnessing metadata from various digital channels, we gain insights into customer behavior, preferences, and trends. This information allows us to optimize our content for search engines and improve the visibility of our digital assets. Customer Relationship Management (CRM) Systems: Our CRM systems are integrated with marketing automation tools that utilize digital data to personalize communication and track the customer journey. This ensures that marketing campaigns are relevant and timely, increasing conversion rates. Data-Driven Decision Making: We employ analytics tools to evaluate the performance of our marketing campaigns across digital channels. By understanding key performance indicators (KPIs), we can make informed decisions to refine our marketing tactics. Content Personalization: Using data analytics, we personalize content for various segments of our audience. This approach ensures that the messaging resonates with the specific needs and interests of each segment, improving engagement and conversion rates. Predictive Analytics: By analyzing past and current data trends, we employ predictive analytics to anticipate future behaviors and preferences. This allows us to stay ahead of market trends and adapt our marketing strategies accordingly. Digital Engagement Tracking: We track engagements and interactions across our digital channels to understand what content performs best. This enables us to replicate successful tactics and drop ineffective ones. Email Marketing Optimization: We use digital data to segment our audience and tailor email marketing campaigns, enhancing open rates and click-through rates. Through these technologically driven strategies, Vertosoft ensures that our marketing efforts are not just widespread, but also precise, relevant, and effective, leading to a stronger market presence and higher ROI on marketing investments.
39	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Vertosoft recognizes the immense value of a Sourcewell contract and the significant benefits it provides to Sourcewell contract holders. Therefore, we view it as very important that Sourcewell and Vertosoft have a symbiotic relationship in the promotion of a contract award. We view Sourcewell’s involvement in the successful promotion of our contract to include, but not necessarily be limited to: 1. Promotion via Sourcewell Channels: Leverage Sourcewell’s established communication channels, such as the official website, newsletters, and direct emails to regularly inform and update participating entities of the contract and its benefits. We would also like to establish an official landing page on Sourcewell’s website to highlight Vertosoft’s contract, similarly to how we would do on our own website. 2. Co-Branded Marketing Materials: Partner with Vertosoft to create co-branded marketing materials that combine the credibility and reputation of Sourcewell with the innovative offerings of Vertosoft, reinforcing the contract’s value proposition. 3. Educational Webinars and Workshops: Organize and host educational webinars and workshops that elucidate the contract’s features and instruct participating entities on how to leverage the offerings to effectively meet their needs. 4. Social Media Engagement: Utilize Sourcewell’s social media platforms to engage with the participating entity base, increase contract visibility, and encourage discussions around the contract’s usage and benefits. 5. Case Studies and Testimonials: Develop and share success stories and/or testimonials from customers who have seen great value through Vertosoft suppliers on the contract. This will provide real-world, timely examples of the value of Vertosoft's solutions and demonstrate the effectiveness of a properly leveraged Sourcewell contract awarded to Vertosoft.

40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All solutions proposed under this RFP are available for electronic delivery, either via download for on-premises installed software, or as a Software-as-a-Service (SaaS) offering, but not through an online e-procurement ordering system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	As a leading distributor of innovative software solutions for the public sector, Vertosoft is uniquely positioned to offer a range of product-related training programs. Our training offerings are as diverse as our product portfolio, varying significantly based on each supplier's specific technology and approach. Product Training Overview: Our training programs are designed to enhance the effective use and understanding of the software products we distribute. Recognizing that training needs vary from one supplier to another, we offer: 1. Standardized Training Programs: - Offered for: Widely used software products with uniform functionalities. - Details: These programs cover basic operations, user interface navigation, and standard application features. - Provider: Trained professionals with comprehensive knowledge of specific software. - Costs: Generally included with the purchase of software licenses. 2. Advanced and Specialized Training: - Offered for: Software requiring specific skill sets or knowledge for optimal use. - Details: Advanced operational techniques, customization options, and in-depth feature exploration. - Provider: Specialists or even developers from the software supplier, ensuring an authoritative understanding of the product. - Costs: Priced separately, reflecting the advanced level and specialized nature of the training. 3. Customizable Training Solutions: - Offered for: Software with flexible or adaptable functionalities. - Details: Tailored training modules developed in conjunction with the software supplier, focusing on the unique needs of each Sourcewell entity. - Provider: A collaborative team of Vertosoft experts and supplier representatives. Costs: Varies based on the training scope, duration, and specific requirements. - Unique Value Proposition: Vertosoft's strength lies in our ability to connect Sourcewell entities with a wide range of software training options, directly correlating to the diverse products offered by our suppliers. This approach ensures that each entity receives the most relevant, effective training for their chosen software solutions, maximizing the benefits and impact of their technology investments	*
42	Describe any technological advances that your proposed products or services offer.	Vertosoft stands at the forefront of technological innovation, providing cutting-edge solutions tailored for Core Administrative Systems, Education and Public Sector Information and Work Management, and Public Engagement and Specialized Services. Our offerings, derived from partnerships with emerging tech companies, seamlessly integrate into your operations, delivering significant benefits: In Core Administrative Systems, Vertosoft's proposed solutions enhance automation and improve decision-making. Leveraging technologies such as AI-driven financial close processes from Blackline, and predictive analytics and financial automation from Trintech, our solutions streamline operations and optimize resource management. This enables public sector and educational institutions to effectively manage administrative tasks and improve overall operational efficiency. For Education and Public Sector Information and Work Management, Vertosoft's solutions redefine efficiency in information and work management. By auto-generating designs and content, and developing novel data models, these tools significantly reduce time-to-market and foster innovation. For instance, Cornerstone onDemand's AI-powered learning management system personalizes learning paths and provides advanced analytics, while OpenGov's data-driven decision-making tools offer deep insights, trend analysis, and predictive forecasting crucial for strategic planning and operational efficiency. Moreover, platforms like Udacity offer cutting-edge learning programs in emerging technologies, further empowering institutions to unlock the full potential of their data. In the realm of Public Engagement and Specialized Services, Vertosoft offers robust solutions that enhance communication and interaction with the community. AI-powered platforms, including chatbots and virtual assistants from Ivy.ai, facilitate efficient handling of inquiries and provide real-time data analytics. PublicInput's platform uses AI to analyze public feedback and sentiment, enhancing community engagement. These solutions streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.	*

43	Please describe your software innovation maturity related to the following technology areas: o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI	Vertosoft, along with our suppliers, offer Sourcewell participating entities advanced capabilities across key technology areas including machine learning, natural language processing, virtual assistants/chatbots, predictive analytics, big data analytics, and AI/Generative AI. The following companies Autura, Blackline, Cornerstone OnDemand, Diligent, Floqast, Fluxx Labs, Ivy.ai, OpenGov, Public Input, Red Rover, Schoox, Spare Labs, Swiftly, Thirdline, Trintech, Udacity, UKG, Urban SDK, and Visual Lease demonstrate exceptional innovation maturity in these fields, offering cutting-edge solutions aligned with the most advanced technology available. Machine Learning: UKG: Utilizes machine learning to enhance workforce management solutions, providing predictive scheduling, workforce forecasting, and advanced analytics to optimize labor costs and improve employee engagement. Natural Language Processing (NLP): Ivy.ai: Specializes in NLP to power intelligent chatbots and virtual assistants for higher education institutions, facilitating seamless communication and support for students and staff. Udacity: Leverages NLP in their educational platforms to provide personalized learning experiences, adaptive content, and intelligent tutoring systems. Virtual Assistants/Chatbots: Ivy.ai: Offers advanced chatbot solutions that utilize AI and NLP to provide real-time, automated support for various user queries, improving customer service efficiency. Cornerstone OnDemand: Integrates virtual assistants into their learning and talent management solutions, providing users with immediate assistance and enhancing overall user experience. Predictive Analytics: Floqast: Utilizes predictive analytics to streamline and optimize financial close processes, providing actionable insights that help organizations forecast and manage financial outcomes more effectively. Swiftly: Applies predictive analytics to improve public transportation systems, offering real-time data and predictive insights to enhance transit operations and rider experience. Big Data Analytics: OpenGov: Employs big data analytics to provide governments with comprehensive financial management and transparency solutions, enabling data-driven decision-making and improved public service delivery. Urban SDK: Uses big data analytics to provide urban planners and policymakers with actionable insights to improve city infrastructure, transportation, and overall urban development. AI/Generative AI: Red Rover: Implements generative AI to enhance their employee onboarding solutions, creating personalized and engaging onboarding experiences that streamline the integration of new hires. Spare Labs: Utilizes AI and generative AI to optimize demand-responsive transportation systems, improving efficiency and accessibility for transit agencies and riders. Comprehensive Innovation Across Technology Areas: Diligent: Provides governance, risk, and compliance solutions that integrate AI and machine learning to enhance decision-making and risk management processes. Trintech: Delivers financial close management software that incorporates predictive analytics and AI to automate and optimize financial operations. Visual Lease: Uses machine learning and big data analytics to offer lease management solutions that improve compliance and financial performance. Thirdline: Applies advanced machine learning and AI techniques to enhance their security and compliance monitoring solutions. Blackline: Utilizes AI and machine learning to streamline and automate accounting and finance processes, providing real-time visibility and control. Public Input: Uses big data analytics and AI to facilitate public engagement and community feedback, providing governments with deeper insights and more effective decision-making. Fluxx Labs: Employs AI and big data analytics to improve grant management and impact measurement for philanthropic organizations. Autura: Leverages machine learning and predictive analytics to enhance automotive industry solutions, improving vehicle performance and customer satisfaction. Schoox: Implements AI and machine learning in their learning management systems to provide personalized training and development programs. Together, these companies represent a robust and comprehensive suite of solutions that showcase our collective expertise and innovation maturity in key technology areas. By offering suppliers with the latest advancements in machine learning, natural language processing, virtual assistants, predictive analytics, big data analytics, and AI, Vertosoft and our suppliers are well-positioned to deliver exceptional value and transformative outcomes for Sourcewell participating entities.

44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	The diversity of connectivity and integration capabilities available are as varied and diverse as the suppliers we are proposing for this opportunity, ensuring seamless interoperability and comprehensive functionality across various software systems. We have provided a brief subset of some of the integration capabilities below: Autura supports integrations with Salesforce, Hubspot, Zoho CRM, SAP, Oracle ERP, Microsoft Dynamics 365, Geotab, Samsara, and Verizon Connect, along with an API and SDK to assist with other connections. Blackline's financial close management software integrates with major ERP systems such as SAP, Oracle, and Microsoft Dynamics. It offers APIs and pre-built connectors to streamline data flow between financial systems and enhance process automation. Cornerstone OnDemand's learning and talent management systems integrate seamlessly with a variety of HRIS, payroll, and other enterprise systems, utilizing open APIs, connectors, and integration hubs to ensure data synchronization and workflow automation. Specifically, Cornerstone integrates with Workday, enabling smooth data flow for HR, payroll, and talent management processes, which supports unified reporting, automated data updates, and streamlined workflows. The system also integrates with SAP SuccessFactors, allowing for the synchronization of employee data, performance metrics, and learning management information, thus providing a comprehensive talent management solution. Furthermore, integration with Oracle HCM Cloud ensures synchronized HR data, payroll information, and talent management processes, enhancing data accuracy and operational efficiency. Cornerstone's compatibility with ADP helps synchronize payroll data, employee information, and compliance reporting, facilitating easier workforce data management across systems. Additionally, Cornerstone integrates with UKG Pro (formerly UltiPro) to offer seamless HR, payroll, and talent management capabilities, promoting real-time data synchronization and efficient workflow automation. Integration with Microsoft Dynamics 365 allows for the connection of HR and talent management data, enabling comprehensive analytics and streamlined operations. The integration with PeopleSoft ensures that employee records, payroll data, and HR processes are synchronized, providing a unified platform for managing workforce information. Finally, Cornerstone's integration with Kronos aligns time and attendance data with HR and payroll systems, ensuring accurate payroll processing and compliance with labor regulations. These integrations enable Cornerstone to provide a cohesive and efficient experience for managing HR processes, payroll, and employee development, supporting comprehensive workforce management and development strategies across various enterprise systems. Ivy.ai's AI-powered chatbot and virtual assistant solutions integrate seamlessly with a variety of systems to enhance customer service and engagement. Utilizing open APIs and connectors, Ivy.ai ensures smooth data flow and operational efficiency across educational institutions and businesses. Specifically, Ivy.ai integrates with CRM systems like Salesforce and HubSpot to streamline customer interactions, ensuring data from chatbot interactions is accurately captured and enhancing customer relationship management and marketing efforts. In learning management systems such as Canvas and Blackboard, Ivy.ai provides educational institutions with seamless student support, automating responses to inquiries and facilitating course navigation. Additionally, Ivy.ai integrates with student information systems like Banner and PeopleSoft to automate administrative tasks, providing instant access to academic information and assisting with enrollment processes. For HRIS, Ivy.ai works with systems like Workday and SAP SuccessFactors to offer automated HR support, addressing employee queries related to benefits, leave balances, and payroll details. Furthermore, integrations with content management systems like WordPress and Drupal enable Ivy.ai to enhance user engagement on websites by providing real-time support and guiding visitors. These integrations collectively enable Ivy.ai to deliver a cohesive and efficient experience for managing customer interactions, student support, and HR services, significantly improving operational efficiency and user satisfaction. OpenGov provides robust integration capabilities to enhance its financial and performance management solutions for government agencies. It integrates seamlessly with major Enterprise Resource Planning (ERP) systems such as SAP, Oracle, and Microsoft Dynamics, enabling comprehensive financial management and streamlined operations. OpenGov connects with financial systems like QuickBooks, NetSuite, and Sage Intacct, facilitating accurate financial reporting and budget management. Its platform also integrates with Customer Relationship Management (CRM) systems like Salesforce, enabling improved citizen engagement and service delivery. OpenGov supports data visualization and analytics tools such as Tableau and Power BI, providing real-time insights and data-driven decision-making. For document and records management, it integrates with systems like Laserfiche and SharePoint, ensuring efficient document handling and compliance. Additionally, OpenGov connects with geographic information systems (GIS) like Esri, enhancing spatial data analysis and planning capabilities. These integrations ensure that OpenGov's solutions provide comprehensive, efficient, and secure financial and performance management, enhancing the ability of government agencies to deliver transparent and effective public services. UKG (Ultimate Kronos Group) offers extensive integration capabilities across various systems to enhance workforce management solutions. It integrates with major Human Capital Management (HCM) systems like Workday, Oracle HCM Cloud, and SAP SuccessFactors for seamless HR and payroll operations. UKG also connects with payroll systems such as ADP, Ceridian Dayforce, and Paychex to ensure accurate payroll processing. Its integration with ERP systems like SAP ERP, Oracle ERP, and Microsoft Dynamics 365 streamlines workforce planning and financial management. UKG's connectivity extends to CRM systems, including Salesforce, HubSpot, and Zoho CRM, aligning workforce management with customer relationship activities. Time and attendance systems like Kronos, Tanda, and Deputy are supported for efficient scheduling and tracking. Additionally, UKG integrates with Learning Management Systems (LMS) such as Cornerstone OnDemand, SAP Litmos, and Udemy for Business to enhance employee training and development. Benefits administration systems like Benefitfocus, Alight Solutions, and Businessolver are also supported, ensuring comprehensive benefits management. For secure access, UKG integrates with Single Sign-On (SSO) solutions like Okta, Microsoft Azure Active Directory, and Ping Identity. These integrations ensure UKG's solutions provide comprehensive, efficient, and secure workforce management across diverse business environments.

45	Describe your migration, customization, configuration, and upgrade processes.	Each of the suppliers being proposed has a variety of methodologies they follow to ensure success. For example, OpenGov's implementation methodology ensures a smooth transition and successful adoption of their solutions through a structured approach consisting of several key phases: Initiate, Validate, Configure, Customize, Train, Test, Launch, and Support and Upgrade. In the Initiate phase, OpenGov provides customer entity configuration and creates system administrator accounts, granting access to the system. This phase concludes with customer sign-off on product access. During the Validate phase, OpenGov develops a Solution Blueprint based on the customer's requirements and confirms the data migration and validation strategy. The customer signs off on the Initial Draft Solution Blueprint to complete this phase. The Configure phase involves configuring the deliverables as outlined in the project scope, with customer sign-off confirming the completion and acceptance of all configuration deliverables. Customization follows in the next phase, based on specific customer requirements detailed in the Solution Blueprint. This includes custom feature development, integration with other systems, and workflow customizations. This phase concludes with customer sign-off on the completed customizations. Training is provided through instructor-led virtual sessions, covering both administrators and end users as specified in the project scope. Customer sign-off confirms the completion of training. OpenGov conducts thorough testing of the system in the Test phase, including user acceptance testing (UAT), to ensure all configurations and customizations work as expected. The customer signs off on the successful completion of the testing phase. The Launch phase includes providing HyperAdopt support post Go-Live to ensure successful adoption, with customer sign-off transitioning the project from active deployment to Customer Success. In the Support and Upgrade phase, OpenGov provides ongoing support to ensure the system continues to meet customer needs, regularly releasing updates and upgrades to enhance functionality and security. Customers are notified of upcoming upgrades, and OpenGov works with them to schedule and implement these upgrades with minimal disruption, concluding with customer sign-off on major upgrades to confirm successful implementation. UKG uses the following methodology: Project Management UKG guides the life cycle of the UKG HCM implementation, providing best practices to ensure successful deployment. The UKG Project Manager partners with the Customer Project Manager to develop the project plan, manage risks, and ensure objectives are achieved. The Customer Project Manager manages resources, secures executive sponsor buy-in, leads change management, liaises between UKG and project stakeholders, administers project changes, and resolves issues. Welcome Phase In the Welcome Phase, UKG and the Customer team lay the foundation for a successful implementation. This includes assigning stakeholders, defining areas of responsibility, reviewing expectations and goals, discussing project assumptions, and establishing meeting cadences. The UKG Project Manager will also discuss the project plan, change management, testing, and end-user training activities with the Customer Project Manager. This phase concludes with the start of the Requirements phase. Requirements Phase During the Requirements phase, UKG discusses specific configurations and identifies necessary modifications with the Customer. This involves discovery sessions with key department stakeholders and reviewing internal process changes based on industry best practices. The aim is to minimize configuration changes outside the preconfigured solution. These discussions help in making informed decisions about processes, testing scenarios, and end-user training. Build Phase In the Build phase, UKG completes the agreed-upon configurations. The Customer provides necessary employee data from legacy systems, configures hardware if applicable, and attends recommended training. Working sessions are held to review the configuration and navigation of the UKG HCM solution. The Customer also designates System Administrators who actively participate in all activities to ensure they can maintain and troubleshoot the solution post-implementation. Test Phase During the Test phase, the Customer leads User Acceptance Testing (UAT) with support from UKG. The Customer assigns resources to conduct unit tests, documents outcomes, and communicates issues to UKG for resolution. Concurrently, the Customer develops change management strategies and communication plans to ensure user adoption, prepares deployment groups, and rolls out end-user training. Go-Live Phase In the Go-Live phase, the configured and tested solution is deployed to end users. The project's goals, success criteria, change management, end-user training, and risk management efforts culminate in this phase. The Customer signs off on an agreed Deployment Plan for the UKG HCM system. UKG supports one deployment group and provides a thirty-day warranty period before transitioning to UKG Global Support (Success Care) for post-implementation support.

46	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vertosoft maintains a corporate Sustainability Policy which is provided below: Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate. As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue. We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices. We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions. Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development; Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution. Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC; Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint. Guided by our Sustainability Policy, Vertosoft provides each employee with an Ocean Bottle “GO” water bottle. Each bottle is made from at least 67% recycled materials, and each bottle purchased funds the collection of 1,000 ocean-bound plastic bottles. To date, our usage of these bottles has funded the removal of over 40,000 ocean-bound plastic bottles. Vertosoft has also installed an in-office point-of-use water system that is connected to the building water supply. This system is estimated to save 4,000 bottles annually. Another policy that Vertosoft has put in place that is driven by our Sustainability Policy is our ‘Work from Home’ program. Employees that are eligible for this program can work from home 2 days a week. It is estimated that this policy saves ~10.67 metric tons of carbon emissions over the course of a year. In addition to these items, Vertosoft requires all electronic equipment to be Energy STAR certified, and where available, EPEAT registered. We prioritize products made from recycled materials and those with minimal, eco-friendly packaging. Vertosoft also selects products designed for longevity and ease of upgrade to extend their usable life. One specific example is our laptops. Vertosoft’s laptops have an average lifespan of 5 years, as compared to many corporate laptops that have a lifespan of approximately 3 years.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several providers in our proposal demonstrate a strong commitment to sustainability through various certifications and eco-labels. UKG and Diligent both hold ISO 14001 certification for environmental management systems, underscoring their dedication to reducing environmental impact. Trintech, a member of the Green Business Certification Inc. (GBCI), reinforces its green business practices. Visual Lease partners frequently use Energy Star-certified equipment, promoting energy efficiency. OpenGov operates in LEED-certified facilities, reflecting their commitment to environmentally friendly building practices. Fluxx Labs, as a certified B Corporation, meets high standards of social and environmental performance. These certifications and practices highlight the focus on energy efficiency, sustainability, and green initiatives among our proposed solution providers.	*
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our strategy for leveraging ecosystem partners to enhance functionalities and capabilities revolves around building a robust network of integrations and collaborations that amplify the strengths of our core solutions. By partnering with leading providers across various domains, we ensure that our customers can access a comprehensive suite of tools and services that seamlessly integrate with our offerings, enhancing overall efficiency and effectiveness. For instance, UKG (Ultimate Kronos Group) collaborates with numerous HRIS and payroll systems such as Workday, SAP SuccessFactors, and ADP, enabling seamless data flow and operational efficiencies. These integrations allow organizations to unify their workforce management and HR processes, providing a cohesive user experience. Similarly, Diligent’s governance, risk, and compliance solutions are enhanced through partnerships with other compliance tools and risk management systems, ensuring comprehensive governance and regulatory adherence. OpenGov’s financial and performance management solutions benefit from integrations with ERP systems like SAP and Oracle, as well as data visualization tools such as Tableau and Power BI. This strategic collaboration enables government entities to leverage advanced analytics and reporting capabilities, driving data-driven decision-making. Cornerstone OnDemand’s learning and talent management systems integrate with CRM systems like Salesforce and HubSpot, as well as LMS platforms like Canvas and Blackboard, ensuring that educational institutions and businesses can provide seamless learning experiences and robust talent management. Additionally, Ivy.ai’s AI-powered chatbot solutions integrate with various CMS, LMS, and HRIS platforms, offering enhanced customer service, student support, and HR functionalities. By partnering with ecosystem players such as WordPress, Drupal, and Workday, Ivy.ai ensures that its AI-driven solutions are easily accessible and highly effective across different use cases.	*
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vertosoft LLC is a Certified Virginia Small Business Concern, number 725842 for reference. We have attached a copy of our Small, Women-owned, and Minority-owned Business (SWaM) certificate under the “Step 2 - Documents” portion of the submission - “WMBE/MBE/SBE or Related Certificates”	*

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Presales Engineering Talent Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for Sourcewell members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide Sourcewell participating entities with important insights about the technology solutions to best meet the member's needs. Quality and Responsiveness Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient purchase order (PO) processing from our government customers. - Efficient PO delivery to our technology partners. - Accurate invoice creation for government customers for solutions delivered by our technology partners. - Payments to our technology partners upon payment from the government. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. Dedicated Customer Success Management Team Vertosoft will assign a dedicated Customer Success Manager (CSM) team to Sourcewell participating entities. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team. The CSM will be able to provide Sourcewell and participating entities with the following benefits: - Software Entitlement management support - Customized license reporting and usage - Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team - Technical Outreach and Advisory Sessions Vertosoft's CSM team will assist Sourcewell and participating entities with tracking the usage for each product. The CSM team will provide Sourcewell metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help Sourcewell understand the volume and scale of support being requested and provided. Vertosoft will also provide Sourcewell participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements. * Marketing and Training Each of the software suppliers supported by Vertosoft provides complimentary webinars to Sourcewell member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology. Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights. Within the first 14 days post award, Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations. Within 30 days of award, Vertosoft will launch a dedicated web site with the Sourcewell standard logo. The website will have a copy of the original request for proposal, a copy of the contract, summary of products being offered, marketing materials, and a link to Sourcewell website. Vertosoft will also include a dedicated toll-free number and email address for Sourcewell participating entities. Within 60 days of award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future. Secure Software Supply Chain Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using. Minority and Women Business Enterprise (MWBE) and HUB Participation Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of services and resell partners that Vertosoft works with around the country that are either minority, women owned, service-disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity. Government Financing and Structured Payment Plans Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	We are proposing solutions PublicInput, OpenGov, and Ivy.ai to facilitate increased citizen engagement and feedback in public sector processes. They do so with their unique capabilities that you can read more about below: PublicInput provides an all-in-one engagement and communications platform that enables government agencies to actively connect with their communities. The solution includes various tools like public surveys, virtual town halls, social media integration, and data analytics. By facilitating transparent communication and enhancing equitable citizen participation, PublicInput empowers governments to receive actionable insights through real-time feedback and representative reporting. This platform supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is specifically designed to enhance public sector processes through the collection and analysis of public feedback. The solution streamlines the process of gathering input via surveys and comment tracking, ensuring transparency and robust citizen engagement. With real-time feedback analysis, OpenGov enables informed decision-making based on community insights, fostering harmonious relationships between governments and citizens by efficiently utilizing public feedback to inform policies and services. * Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, featuring chatbots and virtual assistants that improve communication between governments and citizens. The solution provides automated responses, multi-channel support, and real-time data analytics, facilitating efficient handling of inquiries and enhancing citizen engagement. By streamlining processes, reducing response times, and providing 24/7 support, Ivy.ai promotes stronger community relationships and trust, thereby contributing to increased citizen engagement and feedback in public sector processes.

52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Our proposed solution, supported by a diverse group of innovative suppliers, robustly supports digital transformation initiatives within the public sector, emphasizing cloud adoption, mobile access, and digital service delivery. UKG (Ultimate Kronos Group): UKG's cloud-based workforce management solutions facilitate seamless cloud adoption, providing scalable and secure HR, payroll, and workforce analytics. Their mobile access capabilities ensure that public sector employees can manage schedules, track time, and access critical HR information from anywhere, enhancing operational efficiency and employee engagement. Diligent: Diligent's governance, risk, and compliance solutions are cloud-based, offering secure, scalable platforms that support public sector needs. Their mobile applications enable government officials to access critical information, manage risks, and ensure compliance on the go, streamlining governance processes and improving transparency. Trintech: Trintech's cloud-based financial close management software supports public sector financial transformation by automating complex financial processes. Their solutions offer mobile access to financial data and workflows, enabling finance teams to collaborate and manage financial operations from anywhere, ensuring accuracy and efficiency. Visual Lease: Visual Lease provides cloud-based lease management solutions that enhance compliance and financial performance for public sector organizations. Their mobile-friendly platform allows users to access lease data and perform management tasks remotely, supporting efficient lease administration and real-time decision-making. OpenGov: OpenGov's cloud-based financial and performance management solutions are designed specifically for the public sector, facilitating efficient cloud adoption. Their mobile-friendly platforms enable government officials to access budget data, performance metrics, and financial reports on the go, enhancing transparency and decision-making capabilities. Cornerstone OnDemand: Cornerstone offers cloud-based learning and talent management solutions that support public sector digital transformation. Their mobile applications allow government employees to access training, performance reviews, and development resources anytime, anywhere, promoting continuous learning and professional growth. Udacity: Udacity provides cloud-based educational platforms that support digital transformation through online learning. Their mobile-accessible courses enable public sector employees to develop new skills and stay updated with the latest technologies, enhancing workforce capabilities and adaptability. Ivy.ai: Ivy.ai's AI-powered chatbot and virtual assistant solutions support digital service delivery by providing instant, automated responses to public inquiries. Their cloud-based, mobile-friendly platforms ensure that citizens can access information and services anytime, improving public engagement and satisfaction. Urban SDK: Urban SDK offers cloud-based data analytics and visualization tools that support smart city initiatives. Their mobile-accessible platform allows city planners and officials to access real-time data on urban environments, facilitating informed decision-making and efficient urban management. Autura: Autura's cloud-based automotive solutions support public sector digital transformation by providing real-time data and analytics on vehicle performance and maintenance. Their mobile-friendly platforms enable efficient fleet management and decision-making from any location. Fluxx Labs: Fluxx Labs' cloud-based grant management software supports public sector digital transformation by streamlining the grant application and management process. Their mobile-accessible platform allows grant managers to track and manage grants on the go, improving efficiency and accountability. Swiftly: Swiftly's cloud-based public transit solutions support digital transformation by providing real-time data and analytics for transit operations. Their mobile applications enable transit agencies to monitor performance, optimize routes, and improve service delivery, enhancing the public transportation experience. Spare Labs: Spare Labs' cloud-based, demand-responsive transportation solutions support public sector mobility initiatives. Their mobile-friendly platform allows users to book and manage rides in real-time, improving accessibility and efficiency in public transportation services. By leveraging the capabilities of these innovative suppliers, our solution robustly supports the public sector's digital transformation initiatives, promoting cloud adoption, mobile access, and enhanced digital service delivery to improve operational efficiency and public engagement.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

53	Do your warranties cover all products, parts, and labor?	Vertosoft is committed to providing comprehensive warranty coverage across the wide variety of suppliers we propose to meet the needs of Sourcewell participating entities. In general, our warranties cover products, parts, and labor, although specific terms and conditions may vary between suppliers. To ensure Sourcewell participating entities have a clear understanding of the warranties they can expect, we have included detailed warranty information from several key suppliers. This will provide a transparent view of the warranty coverage for products, parts, and labor, demonstrating our commitment to quality and customer satisfaction. OpenGov Warranty: General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UKG Warranty: Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound. Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any nonconformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services. Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE). Due to providing detailed examples in this text section for Warranty, we have not uploaded any attachments within the "Step 2 - Documents" portion of the submission under "Warranty Information." If interested in reading more supplier warranties, please navigate to the zip file entitled "EULAs" within the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples."
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations that adversely affect coverage.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The majority of the proposed solutions are software-based, ensuring that troubleshooting and warranty repairs are conducted remotely. This approach eliminates the need for technicians to travel, thereby avoiding additional expenses for travel time and mileage. Remote troubleshooting offers several advantages, including faster response times, reduced downtime, and increased convenience for Sourcewell participating entities. By leveraging advanced remote support technologies, we can quickly diagnose and resolve issues without the delays associated with scheduling and dispatching on-site technicians. This not only enhances the efficiency of our support services but also aligns with sustainable practices by reducing the carbon footprint associated with travel. Consequently, Sourcewell participating entities benefit from a more responsive and eco-friendly warranty service, ensuring that their operations continue smoothly and without unnecessary interruptions.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The proposed solutions are software-based, allowing us to provide comprehensive support and warranty repairs remotely, without the need for certified technicians to travel to specific geographic locations. This approach ensures that all Sourcewell participating entities, regardless of their location within the United States or Canada, receive timely and effective service for warranty repairs.
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In general, each supplier included in our proposal will provide warranties for their respective software solutions. This warranty coverage extends even if the software solution incorporates third-party or open-source software components. Each supplier is responsible for the warranty service of their products, ensuring that Sourcewell participating entities receive consistent and reliable support directly from the source of the solution. This approach allows for specialized expertise and ensures that any warranty issues are addressed efficiently by the original manufacturers who are best equipped to handle their specific products. By relying on each supplier to manage their warranties, we ensure that all components of our proposed solutions are covered under appropriate and effective warranty terms.

58	What are your proposed exchange and return programs and policies?	The exchange and return programs and policies vary from supplier to supplier. To provide Sourcewell with a clear understanding of what to expect, we have highlighted the diverse policies of a few key suppliers, illustrating the variations across the proposed solutions. UKG (Ultimate Kronos Group): In the event of termination, UKG's policy ensures that all fees are paid by the customer for services rendered through the effective date of termination. If the termination is due to UKG's breach of the agreement, any prepaid fees for services not rendered before the termination date will be credited back to the customer's account, with any remaining amounts refunded within thirty days. This approach ensures financial fairness and transparency, providing peace of mind to customers regarding their investments in UKG's solutions. OpenGov: OpenGov's exchange and return policies are outlined in their subscription terms. The agreement commences upon execution and continues until the end date specified on the order form, with provisions for renewal and termination. If either party materially breaches the agreement and fails to cure the breach within thirty days of written notice, the non-breaching party may terminate the agreement. Upon termination, customers are required to pay in full for all services rendered up to the termination date, and OpenGov will cease providing services. This structured approach ensures that both parties are protected and that services are delivered effectively up to the termination point. BlackLine: BlackLine's policy includes a refund or payment on termination clause. If the customer terminates the agreement pursuant to the specified terms, BlackLine will issue a prorated refund for any payment corresponding to the period after the effective termination date. Conversely, if BlackLine terminates the agreement, the customer must pay any unpaid fees covering the remainder of the current term. This policy guarantees that customers are only billed for the services they receive, ensuring a fair and equitable financial arrangement.
59	Describe any service contract options for the items included in your proposal.	Vertosoft provides comprehensive service contract options to support the solutions proposed. We include a range of implementation, training, and support services to ensure successful deployment and ongoing operation of our solutions. Implementation Services: -Project Kick-off & Oversight: Initial meetings to introduce the project team, develop a high-level project plan, and establish regular status updates. -Configuration & Integration: Custom setup and integration of solutions tailored to specific organizational needs, including data migration and system configuration. -Prototyping & Validation: Creation of solution prototypes using customer data to validate processes and outcomes, with iterative refinement sessions. Training Services: -Onboarding & Enablement Training: Remote and on-site training options are available, providing hands-on experience with the solutions. Training sessions cover system navigation, user access administration, and utilization of platform features. -Specialized Training Programs: Tailored training programs for different user groups, including administrators and end-users, ensuring all staff are proficient in using the solutions. Support Services: -24/7 Customer Support: Continuous support for high-priority issues, with prioritized response times based on issue severity. Medium and low-priority issues are addressed during business hours. -Technical Escalation & Remote Support: Access to technical experts for complex issue resolution, including remote support capabilities for real-time assistance. -Ongoing Maintenance & Updates: Regular updates and maintenance to keep the systems current and functioning optimally. Includes monitoring and management of system performance and security. Additional Support Options: -Success Manager: Dedicated resource to provide best practices guidance and ensure optimal use of the solutions. -Feature Review & Activation Assistance: Support for reviewing and activating new features as they become available, along with industry best practices reviews and configuration optimization. These service contract options are designed to provide robust support throughout the lifecycle of the solutions, from initial deployment to ongoing management, ensuring Sourcewell participating entities maximize the value of its investment in our solutions. Examples of service options and SOWs have been provided “Step 2 - Documents” portion of the submission under “Upload Additional Documentation.” A folder entitled "Services Information" provides in depth details as well as past examples on what could be expected of a project including services.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *

60	Describe any performance standards or guarantees that apply to your services	Vertosoft collaborates with a wide array of software suppliers, each bringing their unique performance standards and guarantees to the table. While specifics may vary depending on the supplier, the following are general aspects that are commonly addressed: Service Availability: Many of our suppliers aim for high service availability, striving to ensure their platforms are accessible and functional during key operational hours. This commitment is subject to variations based on the individual supplier's capabilities and service model. Software Quality Assurance: Several of our suppliers adhere to rigorous quality testing protocols, ensuring that their software meets industry standards for reliability and functionality. This may include regular updates and security patches. Timely Delivery: Suppliers generally commit to delivering software products in a timely manner. The exact timelines and delivery mechanisms can vary, depending on the nature of the software and the distribution channels used. Technical Support and Maintenance: Support and maintenance services are often provided, with the scope and responsiveness varying by supplier. This can range from basic troubleshooting to comprehensive technical assistance and regular maintenance. Compliance and Security: Most suppliers ensure that their software and services comply with relevant industry norms, legal standards, and security protocols, though the specifics of these compliance measures can differ. Customization and Integration Support: Depending on the supplier, there may be options for customization and integration support to align the software with specific business needs and systems. Performance Metrics: Some suppliers may offer transparency through performance metrics reporting, such as uptime statistics and customer support response times, though the level of detail and frequency of such reporting can vary. Continuous Improvement: Many suppliers engage in continuous improvement efforts based on client feedback and industry developments, aiming to enhance service quality and client experience over time. It is important to note that the specific performance standards and guarantees are subject to the individual terms and policies of each software supplier in Vertosoft's network. As such, we recommend reviewing the detailed terms and conditions provided by each supplier for precise information.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Each supplier provides different levels of SLAs and guarantees, and the following examples illustrate the type of service standards available. Visual Lease Service Standards: Visual Lease ensures high service standards for its customers, as outlined in their Service Level Agreement (SLA). They commit to a monthly uptime of 99.0% for their production environments, excluding planned maintenance periods. Scheduled maintenance is communicated in advance, typically taking place during non-business hours. In the event that Visual Lease does not meet the uptime commitment, they offer service credits based on the percentage of monthly uptime achieved. Visual Lease categorizes technical issues into four severity levels, each with specific response and resolution time targets. For instance, critical issues (Severity 1) should receive a response within one hour during support hours, and a resolution is aimed within one calendar day. Visual Lease provides disaster recovery capabilities with defined objectives for backup retention, business continuity, recovery point, and recovery time, ensuring the availability and integrity of customer data. UKG Service Standards: UKG provides robust support and service standards through their various support plans, including Gold, Platinum, and Platinum Plus. They offer priority-based support, ensuring customers with the most critical issues are serviced first. High priority issues receive a response within 30 minutes or immediately via rapid response, while medium and low priority issues have response times of one hour and two hours, respectively. UKG's support is available 24/7/365 for high-priority issues, with business hours support for other issues. UKG's support services include technical escalation, management escalation, and remote support through web-based screen-sharing tools. They also offer access to the UKG Community for how-to articles, discussion boards, and case management. UKG's SLAs ensure continuous effort on high-priority events, leveraging a team-based approach to resolve issues swiftly and efficiently. They provide detailed documentation, knowledgebase access, and regular service releases to keep their software up-to-date and functioning optimally. We have uploaded the two example documents within the "Step 2 - Documents" portion of the submission - "Upload Additional Documentation" The folder entitled "SLAs" includes the mentioned Visual Lease SLA and UKG SLA.
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Our suppliers prioritize the protection and integrity of customer data, employing robust strategies for data backup, recovery, and secure storage. While each supplier may approach these aspects differently, the following examples illustrate the comprehensive measures in place to safeguard customer information. Cornerstone OnDemand: Cornerstone's customer environments and disaster recovery capabilities are hosted in AWS regions and colocation data centers in the U.S., with plans to migrate production environments fully to AWS. The production sites are in US-West-1 (N. California) and US-West-2 (Oregon), with disaster recovery sites in US-West-2 and US-East-1 (N. Virginia). AWS was selected for its high service availability and strong data protection controls, ensuring that all connectivity and security measures are maintained. Additionally, Cornerstone uses Equinix colocation data centers in El Segundo, CA, and Ashburn, VA, with strict access controls, including biometric hand scanners and restricted entry to authorized personnel only. Furthermore, Cornerstone leverages Google Cloud Platform (GCP) for its machine learning platform and content-related microservices, ensuring secure connectivity and data protection using redundant IPSec tunnels and Palo Alto firewalls. Cornerstone adheres to several compliance certifications, including SSAE18 SOC 1 & SOC 2, ISAE 3402 Type II, ISO/IEC 27001:2013, ISO/IEC 27018:2014, and ISO/IEC 27701:2019. OpenGov: OpenGov employs infrastructure provided by AWS, utilizing services such as EC2 and RDS with security best practices recommended by AWS. OpenGov's security infrastructure includes AES 256 encryption for data at rest and TLS 1.2 encryption for data in transit. Additional protection is provided by Cloudflare, acting as a web application firewall. OpenGov uses a multi-AZ deployment strategy for enhanced availability and durability, capturing regular backups and snapshots stored in regional data centers. This approach ensures data replication in real-time across AWS and Azure availability zones, minimizing data loss to one minute in the event of a fault. OpenGov has also passed SOC 2 audits, with the latest SOC 2 Type 2 report available upon request. Visual Lease: Visual Lease hosts its application on AWS, employing a network architecture that places web servers in a public subnet and database servers in a private subnet, accessible only from approved sources. Data at rest is protected with AES-256 bit encryption, and data in transit is secured with SSL (TLS 1.2) encryption and SSH (SFTP) for managed file transfers. Visual Lease leverages AWS Backup, a fully managed backup service, ensuring data integrity and protection.

63	What are your policies and governance features regarding large language models and generative AI?	Vertosoft implements a robust governance framework to ensure the responsible use of generative AI within our solutions. Our approach includes several key components to align with industry best practices. We adhere to ethical AI principles to ensure responsible use, avoid biases, and respect user privacy and data security. We maintain transparency by clearly communicating how AI technologies are used, including the types of data processed and the purposes of AI-generated outputs, ensuring users are informed and can provide informed consent. Our data privacy and security measures comply with regulations such as GDPR and CCPA, and we implement encryption and other security measures to protect sensitive data used in AI models. Regular audits and updates to our AI models help identify and mitigate biases, ensuring fair outcomes for all users. We ensure human oversight by reviewing AI-generated outputs, especially in critical decision-making processes, to prevent potential errors or unintended consequences. We establish clear accountability mechanisms for AI deployment, defining roles and responsibilities for managing and overseeing AI systems. Vertosoft also aims for relevant certifications and conducts regular compliance checks to ensure our AI systems meet industry standards and regulatory requirements. Continuous improvement efforts are made through ongoing research and development to enhance the accuracy, efficiency, and ethical considerations of our AI technologies. By adopting these best practices, Vertosoft ensures that our use of generative AI aligns with industry standards for ethical and responsible AI deployment, providing innovative solutions while maintaining high standards of trust and integrity. For more specific information, our detailed policies and practices regarding generative AI are available upon request.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Vertosoft and our suppliers are committed to ensuring that software solutions are accessible to all users, including those with disabilities, in compliance with established accessibility standards such as the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. Our suppliers, including OpenGov, Thirdline, and PublicInput, prioritize accessibility and have developed Voluntary Product Accessibility Templates (VPATs) to demonstrate their compliance with these standards. OpenGov: OpenGov's software is designed with accessibility in mind, ensuring that all users, including those with disabilities, can effectively use their solutions. OpenGov adheres to WCAG 2.1 and Section 508 standards, providing a VPAT that details their compliance. Their platform includes features such as keyboard navigation, screen reader compatibility, and high-contrast modes to accommodate users with various disabilities. OpenGov regularly updates their accessibility features based on user feedback and advances in accessibility technology to ensure an inclusive user experience. Thirdline: Thirdline is dedicated to making their software accessible to everyone. They follow WCAG and Section 508 guidelines and provide a comprehensive VPAT to outline their compliance. Thirdline's software includes customizable interface settings, alternative text for images, and support for assistive technologies like screen readers and voice recognition software. They continuously assess and enhance their accessibility features to ensure all users can navigate and utilize their solutions effectively. PublicInput: PublicInput ensures their platform is accessible to all users, including those with disabilities, by adhering to WCAG 2.1 and Section 508 standards. They offer a detailed VPAT to demonstrate their commitment to accessibility compliance. PublicInput's software includes features such as text-to-speech capabilities, keyboard shortcuts, and adjustable text sizes. They engage with accessibility experts and users to regularly review and improve their platform, ensuring it meets the highest accessibility standards.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	Vertosoft accepts Net 30 payment terms as is what is commonly seen/offered among State and Local Government entities. Our accepted payment methods are via ACH, check, and credit card.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions, and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached the End User License Agreements (EULAs) or applicable terms & conditions document for the software suppliers we are proposing as part of this submission. End User License Agreements/terms documents can be found in the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples." A zip folder titled "EULAs" has been uploaded accordingly.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the e P-card procurement and payment process for any orders less than $50,000. There is a 3% processing fee associated with these transactions.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog. The % discount will be off the named supplier/OEM MSRP. This approach will make it simplistic for Sourcewell participating entities to calculate the cost of any given part using the formula: Sourcewell price = MSRP – (MSRP * % discount). For example, if the supplier discount is 10%, and the MSRP is $100, the cost to the Sourcewell participating entity would be $90.00, shown as: $100 – (100*0.10) = $90.00. We have provided an Excel Spreadsheet titled “Sourcewell pricing” that contains detailed pricing information in the “Step 2 - Documents” section of the submission under “Pricing."	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in our answer to Question #69, Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a pricing discount is not feasible. In the “Sourcewell pricing” Excel file (previously referenced as submitted in “Step 2 - Documents” section of the submission under “Pricing”) we have different percentage discounts listed that are dependent upon the supplier. The discount range is anywhere from 1-50% off MSRP.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs available from the proposed software suppliers. Our discounts provided off of MSRP are designed to be competitive without the need for such programs. In most cases this is negotiated on a deal-by-deal basis, as needed.	*
72	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For any requests or items that are considered “open market,” Vertosoft will provide a quote that is labeled as such.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no elements regarding the total cost of acquisition that are not included in our response.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are typically no additional costs such as freight, delivery, or shipping associated with our transactions as all of our products are non-tangible (i.e. software licenses)	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have any specific freight, shipping, delivery terms and/or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any unique distribution or delivery methods associated with our transactions. We do, however, have the ability to work through our software suppliers to provide license Proof of Entitlement or Proof of Delivery (PoE/PoD) upon transaction completion. This ensures Sourcewell participating entities buying products through Vertosoft benefit from an additional layer of security - guaranteeing transparency, accountability, and confidence in receiving the intended products and services.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Vertosoft is committed to providing the highest quality of service to Sourcewell through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient Purchase Order (PO) processing from our public sector customers. - Efficient PO delivery to our technology partners. Accurate invoice creation for public sector customers for solutions delivered by our technology partners. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. - Accurate and timely fee remittance. Due to the number of other contracts we hold and currently report monthly and/or quarterly on, Vertosoft has established a tailored, streamlined process for contract reporting. Therefore, we are confident that we can successfully deliver quarterly reports to Sourcewell within 45 days following the end of each quarter, meeting all the required fields specified in the contract template. Oracle NetSuite, the ERP (Enterprise Resource Planning) tool used by Vertosoft currently generates monthly reports on all invoiced transactions, already including the relevant fields from the Sourcewell contract template, such as entity name, address, contact details, price, date, etc. Typically received in the first week of the month, our Contracts team reviews the transactions within the report and transposes them into the specified contracting template or portal to issue successful fee payments. The administrative fee is also inputted at the Sourcewell account level and will auto-apply to all Sourcewell transactions in the report, ensuring the proper fee is always remitted. We ensure Sourcewell participating entities receive the proper pricing through our quoting system, CPQ by Salesforce. This will have Sourcewell contract pricing pre-loaded upon contract execution to eliminate manual processes and potential human error.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vertosoft will employ a Quality Assurance Surveillance Plan (QASP) to benchmark, measure, and improve the effectiveness of our business and technical operations that support the contract. The QASP will be administered and controlled by a separate Quality Assurance Manager to independently monitor and evaluate business and technical activities each quarter. Results and any changes from quarterly evaluations will be shared with Sourcewell. Vertosoft has tailored a QASP for relevant functions to include responsiveness to the Public Sector and Education Administration Software Solutions RFP, timeliness for order processing and delivery, and accuracy and timeliness of contract deliverable requirements. Metric: Administrative Fee Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timely submission and accuracy of reports and remittance of payments. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quarterly Sales Reporting Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timeliness and accuracy of the report Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quote Accuracy Surveillance Method: Inspection Performance Standard: All quotes issued to Sourcewell participating entities utilize the correct contract pricing. This is made possible through our quoting system, CPQ by Salesforce, that has contract pricing pre-loaded to eliminate manual processes and potential human error. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vertosoft LLC proposes a 1.25% administrative fee. This fee will keep the contract competitive against Vertosoft's other contract offerings and accelerate the internal adoption of the contract, all whilst ensuring we have the necessary mechanisms in place to provide superior value to Sourcewell's participating entities.

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	(•) Yes ( ) No	*
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No	*
83	Category 3: Asset and Risk Management	( ) Yes (•) No	*
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No	*
85	Category 5: Integrated Enterprise Solutions	( ) Yes (•) No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	◉ Yes ○ No	Vertosoft is proposing UKG (Ultimate Kronos Group) for this category, Human Resources Software. UKG, or Ultimate Kronos Group (formerly known as Kronos) is a leading provider of HR, payroll, and workforce management solutions. UKG Ready and UKG Pro are the two HR offerings we are proposing for this category, which constitute the Human Capital Management (HCM) offering of UKG. UKG Ready is ideal for small to mid-sized organizations, while UKG Pro is ideal for large organizations. UKG's HR solutions are designed to help entities manage their human capital effectively. Features of the platform include centralized data management, flexible workflows, advanced reporting and analytics, employee self-service, and compliance tools. UKG solutions streamline administrative tasks, facilitate data-driven decision-making, and empower employees with self-service options. These tools help improve efficiency, ensure compliance, and foster a positive workplace culture, ultimately driving greater outcomes.	*
87	Financial Performance, Spend, or Expense Management Software	◉ Yes ○ No	Vertosoft is proposing Diligent, Trintech, Visual Lease, ThirdLine, and FloQast for this category, Financial Performance, Spend, or Expense Management Software. Diligent is a leading GRC (Governance, Risk, and Compliance) SaaS company that gives organizations the tools and solutions they need to bring clarity to complex risk, elevate impactful insights and get ahead of a world that is constantly changing. Diligent currently empowers more than 1 million users and 700,000 board members and leaders. Diligent's Audit Management solution for government and education streamlines the audit process with automated workflows, advanced analytics, and real-time data integration. It ensures compliance, continuous control monitoring, and effective management of audit workpapers. Trintech Inc. is a leading global provider of cloud-based, integrated reconciliation and financial close solutions for Finance & Accounting departments. From high volume transaction matching, to automating and managing balance sheet reconciliations, intercompany accounting, journal entries, close management tasks, to governance, risk and compliance – Trintech's portfolio of financial solutions, including its Cadency® Platform (for large enterprises) and Adra® Suite (for mid-market organizations), help manage all aspects of the reconciliation and financial close processes. Visual Lease is the #1 lease optimization software provider. Visual Lease help organizations become compliant with FASB, IFRS and GASB lease accounting standards, while simultaneously improving the financial, legal and operational performance of their leases. The easy-to-use SaaS platform is embedded with more than three decades of best practices from major corporations and leading industry professionals. Visual Lease's award-winning solutions are used by 80+ organizations to manage 500,000+ real estate, equipment and other leased assets. Committed to ongoing innovation and unparalleled customer service, Visual Lease helps organizations transform their lease compliance requirements into financial opportunities. ThirdLine's financial analytics software for government and education offers deployable analytics within a week, providing real-time risk assessments, monitoring of ARPA/SLFRF funds, and cost-control planning. Designed by accountants, it addresses common challenges such as resource constraints, talent retention, and pandemic-related disruptions with a low-cost, no-code platform that enhances fraud detection and financial oversight. FloQast is the leading provider of accounting workflow automation created by accountants for accountants. FloQast enables customers to streamline processes such as automated reconciliations, documentation requests, and other workflows that impact the month-end close, financial reporting, and payroll.	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	◉ Yes ○ No	Vertosoft is proposing Blackline and InvoiceCloud for this category, Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions. Blackline's cloud-based financial operations management and market-leading customer service help companies move to modern accounting by unifying their data and processes, automating repetitive work, and driving accountability through visibility. Blackline provides solutions to manage and automate financial close, accounts receivable and intercompany accounting processes, helping large enterprises and midsize companies across all industries do accounting work better, faster, and with more control. InvoiceCloud provides a complete, simple, and secure electronic bill presentment and payment solution. The SaaS platform provides flexible and always up to date online payment solutions that can be configured to meet the unique needs of your organization. InvoiceCloud's simple to use interface engages customers throughout the payment process to deliver your highest ever e-payment adoption rates.	*
89	Procure-to-Pay and Contract Management Systems	◉ Yes ○ No	Vertosoft is proposing OpenGov for this category, Procure-to-Pay and Contract Management Systems. OpenGov's Procurement software is a comprehensive, collaborative procurement suite designed for government agencies to streamline their entire procurement lifecycle. Trusted by over 1,600 agencies, the platform enhances supplier engagement and evaluation speed, supports compliance, and centralizes contract management. These features work to expedite processes by up to 75%, all while offering compliant solicitation development. Users experience increased efficiency, reduced stress, and higher vendor participation. Additionally, OpenGov provides dedicated support with account managers, training, and live assistance. OpenGov Procurement capabilities: - Develop Solicitations - Engage Suppliers - Evaluate and Award - Manage Contracts	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B.

1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	(•) Yes ( ) No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Student Information System (SIS). Red Rover has been built from the customer-first perspective, delivering on the features that education professionals yearn for – an easy-to-use, adaptive, and delightful experience that grows with any school district, flexible and customizable to what educators tell us they need. With Red Rover, administrators can assess staffing needs, teachers/other full-time staff can declare time off, and substitutes can connect with openings tailored to their skill sets. Although our service is rooted in technology, our people are our most valued asset. Our culture of trust and transparency allows us to adapt to evolving client needs more effectively and helps create meaningful, enduring relationships. UKG's, or Ultimate Kronos Groups (formerly known as Kronos) K-12 solutions streamline workforce management for school districts, providing tools for timekeeping, scheduling, talent management, and compliance. By optimizing resources and enhancing employee experiences, UKG helps districts focus more on student success. The platform reduces compliance risks and supports efficient HR processes, making it easier for schools to manage their staff and improve operational efficiency.	*
91	Learning Management System (LMS)	(•) Yes ( ) No	Vertosoft is proposing Cornerstone OnDemand, Schoox, and Udacity for this category, Learning Management System (LMS). Cornerstone OnDemand's Learning Management System (LMS) enhances employee training and development with personalized learning paths, content libraries, and robust analytics. The platform supports compliance, skill development, and performance management, helping organizations to effectively upskill their workforce. Cornerstone's LMS provides tools for creating, managing, and tracking learning programs, ensuring employees have access to both relevant and engaging content. Schoox's Learning Management System (LMS) offers a flexible and intuitive platform for employee training and development. The LMS features social personalized learning paths, comprehensive analytics, and social collaboration tools to track progress and measure effectiveness. The LMS supports various content formats and integrates with other HR systems to streamline administrative tasks and enhance the user learning experience. Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level results.	*
92	Work Management Software	(•) Yes ( ) No	Vertosoft is proposing Wrike and Ivy.ai, and for this category, Work Management Software. Wrike offers a versatile work management platform designed to streamline project planning, collaboration, and execution. It features customizable workflows, real-time collaboration tools, and robust reporting capabilities to enhance productivity and transparency. Wrike integrates with various applications, empowering your teams to do their best work with 360° visibility. Wrike is suitable for handling complex projects and enhancing team productivity, as it offers a unified platform for information and communication that enables teams to remain aligned and work in real time. Ivy.ai is an innovative technology company specializing in AI-powered chatbots and omnichannel communication platforms, designed to enhance customer support. Ivy.ai has made significant strides in leveraging AI to provide accurate, 24/7/365 assistance across various sectors, including government, education, and healthcare. The company's solutions are distinguished by their ability to seamlessly integrate with an organization's existing knowledge sources, ensuring up-to-date and consistent information delivery. With a focus on ease of deployment and maintenance, Ivy.ai's chatbots are built quickly and require no coding for upkeep, thanks to their industry-leading crawler technology and unique shared brain structure. This approach ensures a unified user experience across all communication channels, underlining Ivy.ai's commitment to driving efficiency and improving engagement through cutting-edge AI technology. Leveraging Ivy.ai, many public sector entities have seen material results, either by saving thousands of dollars, or by having call/agent volume reduced by significant percentages.	*

93	Enterprise Content Management/Records Management	(•) Yes ( ) No	Vertosoft is proposing IBM and Quadient for this category, Enterprise Content Management/Records Management. IBM ranks among the world's largest information technology companies, providing a wide spectrum of software, services, and hardware offerings. Vertosoft is proud to be an IBM Gold Partner and authorized to sell IBM's entire portfolio of software. IBM creates value for clients by providing integrated solutions and products that leverage data, information technology, deep expertise in industries and business processes, trust and security, and a broad ecosystem of partners and alliances. IBM solutions provide clients with new capabilities that change their businesses and allow them to connect with their customers and employees in different ways. These solutions use a leading portfolio of enterprise systems and software, consulting and IT implementation services, cloud, digital, and cognitive offerings, which are all supported by one of the world's leading research organizations. Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on three key solution areas, Intelligent Communication Automation, Parcel Locker Solutions and Mail-Related Solutions, Quadient helps simplify the connection between people and what matters. Quadient's records management solution offers comprehensive document digitization to enhance efficiency and compliance. It features automated workflows, secure storage, and easy retrieval of records, ensuring accuracy and accessibility. The platform supports regulatory compliance, reduces manual processes, and integrates with existing systems for seamless operations.	*
94	Enrollment Management Systems	(•) Yes ( ) No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Enrollment Management Systems. UKG, or Ultimate Kronos Group (formerly known as Kronos) Ready Benefits offers a comprehensive enrollment management system designed to streamline benefits administration for organizations. It features intuitive self-service enrollment, automated eligibility tracking, and real-time analytics to enhance employee engagement and simplify benefits management. The platform ensures compliance, reduces administrative burden, and provides a seamless experience for both HR teams and employees. Red Rover's enrollment management system is tailored for K-12 schools, focusing on efficient substitute management and attendance tracking. The platform streamlines the hiring and onboarding process, ensures compliance with state regulations, and provides real-time analytics. Its goal is to enhance operational efficiency and improve substitute teacher experiences, ensuring that schools maintain seamless operations.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	( ) Yes ( ) No		*
96	Facility Management Software	( ) Yes ( ) No		*
97	Energy Management Software	( ) Yes ( ) No		*
98	Insurance and Risk Management	( ) Yes ( ) No		*
99	Environmental, Health, and Safety (EHS) management	( ) Yes ( ) No		*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	(•) Yes ( ) No	Vertosoft is proposing Soma Global for this category, Court, Corrections, and Justice System. SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions since 2017. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.	*

101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	◉ Yes ○ No	Vertosoft is proposing OpenGov, Autura, Fluxx Labs, Urban SDK, Swiftly, Spare Labs, and Transit App for this category, Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions. OpenGov offers comprehensive solutions for Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management. The Permitting and Licensing solution streamlines application processes, enhances transparency, and reduces approval times through a user-friendly interface and automation features. It supports efficient workflows for permits, licenses, and inspections. The Tax and Revenue solution improves tax administration with real-time data access, automated workflows, and robust reporting capabilities. It ensures compliance, enhances revenue collection, and provides detailed insights for informed decision-making. Autura (previously known as AutoReturn) is an innovative towing ecosystem that not only ensures swift and efficient vehicle recovery, but also keeps more tow operators on the road and more law enforcement protecting the community. Using a state-of-the-art SaaS platform combined with towing industry expertise, Autura has disrupted outdated, analog systems and transformed the towing industry into a seamlessly integrated ecosystem that benefits law enforcement agencies, tow operators, and vehicle owners. This system optimizes resource use, improves road safety, and reduces secondary crashes, saving time for officers and dispatchers. Autura significantly enhances community safety by promptly removing dangerous, illegally parked, or abandoned vehicles from the streets. Fluxx Labs' (dba Fluxx) cloud-based grant management software helps government agencies manage their data in one place, reduce the time to respond and collaborate with grantees and team members, and connect your systems to a single source of the truth. Fluxx supports your end-to-end grantmaking operations: from Notices of Funding Opportunities to Pre-award application intake and review to post-award payments and reporting requirements — and all in one intuitive and integrated platform. Its modern solution helps reduce complexity for Grantors, ease administrative burden on grantees, improve visibility into the grants process and mitigate compliance risk through robust audit trails. With a centralized data-driven platform, all information is connected in a single solution for grants management. Urban SDK is the nation's leading Traffic Calming software. It provides Traffic Speed, Volume, and Delay metrics for ALL local roads in your municipality, displayed on dynamic maps. Urban SDK works with 100+ Public Works Departments to aid with: traffic calming measures, pre and post-implementation studies, safety analysis, fielding public complaints, and reporting to council. Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data, thereby improving service reliability and operational efficiency for municipalities. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. It provides real-time data for vehicle locations, optimizing operations and planning. Swiftly improves passenger information reliability, boosts operational efficiency, and integrates seamlessly with existing systems. Spare Labs is on a mission to help accelerate the global shift to autonomous vehicles by enabling anyone to create and manage a smart transportation network in seconds. With Spare Platform, Spare's core product, anyone can plan, launch, operate, and analyze a smart transportation network, all from one place. Spare's platform supports ADA paratransit and micro transit services, enhancing access and operational efficiency. Spare's technology automates workflows, reduces costs, and improves rider experiences with real-time data and flexible service options. The platform integrates with local fleets and ensures compliance, making it an ideal choice for municipalities seeking to optimize transit services. Transit is the public transit app that makes life better without a car in more than 300 cities worldwide. Millions of public transit riders rely on its accurate real-time updates, intuitive step-by-step navigation, and helpful crowdsourcing features. It provides real-time departure information, trip planning, and seamless integration with various transit modes including bikeshare, scooters, and ride hail services. Transit collaborates with transit agencies to improve urban mobility, making it easier for municipalities to manage and optimize their transportation services.
102	Parks and Recreation Software	◉ Yes ○ No	Vertosoft is proposing OpenGov for this category, Parks and Recreation Software. OpenGov's Parks and Recreation Software offers a robust platform for managing park assets, financials, and community engagement. It streamlines operations with key features such as online reservations and payments, maintenance tracking, activity registration, facility scheduling, and comprehensive financial reporting. The software supports efficient operations and enhances transparency with real-time data access and automated workflows. It also facilitates better community interaction through intuitive, user-friendly portals, making it easier for citizens to access park services and amenities.

103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Vertosoft is proposing PublicInput, OpenGov, and Ivy.ai for this category, Citizen Relationship/Engagement Management. PublicInput provides an all-in-one engagement and communications platform, enabling governments agencies to connect with the communities they serve. The solution includes tools for public surveys, virtual town halls, social media integration, and data analytics. It facilitates transparent communication, enhances equitable citizen participation, and provides actionable insights through real-time feedback and representative reporting. PublicInput supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is designed to collect and analyze public feedback. The solution streamlines the process of gathering and analyzing public input through surveys and comment tracking. It enhances transparency and citizen engagement by providing real-time feedback analysis, enabling informed decision-making based on community insights. This platform fosters harmonious relationships between governments and their citizens by ensuring that public feedback is efficiently collected and utilized to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, providing chatbots and virtual assistants that enhance communication between governments and citizens. The solution features automated responses, multi-channel support, and real-time data analytics, enabling efficient handling of inquiries and improved citizen engagement. Ivy.ai helps streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	○ Yes ○ No		*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A detailed description of the solutions we are proposing have been incorporated into the subcategories we are responding to as follows: - Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services - Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services - Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services	*
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	UKG (Ultimate Kronos Group) offers timeclocks that integrate seamlessly with their Human Capital Management offering, providing robust functionalities for workforce management.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Vertosoft offers a comprehensive range of services to support the solutions described in the categories we are responding to, categories 1, 2, and 4. Our service offerings are designed to ensure successful deployment, seamless integration, and ongoing operation of the proposed solutions. These services include but are not limited to: Implementation Services: - Project Kick-off & Oversight - Configuration - Integration Training Services: - Onboarding - Enablement Training - Specialized Training Program Support Services: - Remote Support - Ongoing Maintenance & Updates Additional Services: - Cloud Migration - Modernization - Customization - Installation - Data Services - Record-Keeping & Reporting - Auditing & Compliance - Security	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Vertosoft LLC Pricing - Sourcewell 060624.xlsx - Wednesday June 19, 2024 15:28:50
- Financial Strength and Stability - 2023 Financial Statement_Vertosoft.pdf - Tuesday June 18, 2024 12:06:19
- Marketing Plan/Samples - Vertosoft Sourcewell Marketing Plan.pdf - Tuesday June 18, 2024 13:04:17
- WMBE/MBE/SBE or Related Certificates - VA small business certification.pdf - Wednesday May 22, 2024 10:41:45
- Warranty Information (optional)
- Standard Transaction Document Samples - EULAs.zip - Wednesday June 19, 2024 08:22:46
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documentation.zip - Wednesday June 19, 2024 13:17:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chet Hayes, CTO, Vertosoft LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

Docusign Envelope ID: 51AFA9DE-8145-4BBB-AB4A-0A5D0D6F8AA2

AMENDMENT #1
TO
CONTRACT # 060624-VTO

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Vertosoft LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration to Sourcewell and its Participating Entities, effective October 23, 2024, through October 25, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 69 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: "Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog by supplier. This table, with each supplier listed alphabetically can be found under contract documentation on Vertosoft's Sourcewell landing page, titled "Contract 060624-VTO-Price Information." This table will be updating accordingly when new additions, removals, etc. are approved through Contract. A Master Price File will also be internally maintained and made available upon request."

2. Line item 70 of "Table 11: Pricing and Delivery" of the Proposal is delete in its entirety and replaced with the following: "Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a price discount is not feasible. The file labeled "Contract 060624-VTO-Price Information" on the contract documentation portion of Vertosoft's Sourcewell page will be the source for supplier discounts, ranging from 0-50% off MSRP."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/19/2025 | 11:34 PM CST

Vertosoft LLC

DocuSigned by:
By: Jay Colavita
B85871DC292A47C...
Jay Colavita, President

Date: 2/19/2025 | 7:57 PM PST

Regular City Council Meeting 12.
Meeting Date: 09/11/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-45: Weeds - The resolution shall mandate the cleanup of approximately fifty-two (52) separate properties within the City. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires that they be present in Roswell. Even the citations do not provide for the actual cleanup and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but it should result in the resolution of some more severe situations.

FINANCIAL CONSIDERATION
Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from $30 to $500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution 25-45 Weeds
ATT 2 Resolution 25-45 Weeds

CITY OF ROSWELL
RESOLUTION 25-45

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 11th day of September 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

103 S KENTUCKY AVE WEST SIDE Block 47 Lot 13 CHAVEZ, GILBERT 2544 DON GREGORIO RD SW ALBUQUERQUE, NM 87105	1201 W DEMING ST SUNSET Block 3 Lot 7 CRASH SITE LLC 5830 E 2ND ST SUITE 7000 CASPER, WY 82609
1800 WESTERN AVE PLAINS PARK 2 Block 4 Lot 1 AND Lot 2 WAGNER, JAMES H; WAGNER, HELEN E 4451 W EARHART WAY CHANDLER, AZ 85226	1019 S UNION AVE FARM Block 2 Lot 14 FERGUSON, ROBERT 20284 S 4220 RD CLAREMORE, OK 74019
309 S MONTANA AVE PAULY Block 5 Lot 6 VELO, JORGE A 808 W ALVARADO ARTESIA, NM 88210	200 S MICHIGAN AVE OVARDS Block 8 Lot 1 ATA CONTRACTING LLC 1480 ARROYO VERDE DR HENDERSON, NV 89012
500 S ASPEN AVE SHEARMAN ADDN Block 4 Lot 1 AND Lot 2 GREEN, CHARLES D 1075 HATFIELD RD LAS CRUCES, NM 88007	914 DAVIDSON DR FARM Block 2 Lot 3 RODRIGUEZ, ALFREDO; RODRIGUEZ, NORMA P 44452 SILVER VALLEY RD, SPACE B NEWBERRY SPRINGS, CA 92365
101 N MICHIGAN AVE OVARDS Block 1 Lot 8 AND Lot 9 HEAVNER, ROBERT L JR; CEJUDO, BENITO 3879 WHITE HORSE ST LAS VEGAS, NM 89115	311 S MONTANA AVE PAULY Block 5 Lot 5 LA SALLE ESTATES LLC C/O TAYLOR GANTT 100 SIRINGO RD SANTA FE, NM 87505
610 W WALNUT ST WEST SIDE Block 15 Lot 10 E 60' W 110' N 45' AND Lot 11 E 60' W 110' AND Lot 12 E 60' W 110' MARTINEZ ESTATE, MANUEL 11595 RAMONA AVENUE CHINO, CA 91710	201 S WASHINGTON AVE WEST SIDE Block 15 Lot 10 W 50' AND Lot 11 W 50' AND Lot 12 W 50' KLUVER LIVING TRUST, J E 201 S WASHINGTON AVE ROSWELL, NM 88203
503 S MISSISSIPPI AVE GWARTNEY REPLAT Tract A BRAY, D DUANE; BRAY, SANDRA 503 S MISSISSIPPI AVE ROSWELL, NM 88203	1414/1416 W ALBUQUERQUE ST BINNS Block 3 Lot 3 AND Lot 4 HOME EQUITY OPTIONS LLC 10401 VENICE BLVD # 283 LOS ANGELES, CA 90034

1507 W ALBUQUERQUE ST BINNS Block 2 Lot 19 PURCELLA, SCOTT 824 N PARK ST ANCHORAGE, AK 99508	1203 CAMINO REAL RIO SECO Block 1 Lot 6 LUEVANO, ANDREW L 1203 CAMINO REAL ROSWELL, NM 88203
1509 W ALBUQUERQUE ST BINNS Block 2 Lot 17 AND Lot 18 S 6 T 11S R 24E PURCELLA, SCOTT 824 N PARK ST ANCHORAGE, AK 99508	808 N WASHINGTON AVE WORSTELL Lot 3 MICHAEL JOSEPH, TARA RAE CARREON 1106 W MATHEWS ST ROSWELL, NM 88203
905 N WASHINGTON AVE WEST SIDE Block 5 Lot 10 Quarter NE S 32 T 10S R 24E 2002 VIRGINIA PRICE PO BOX 36 CAPITAN, NM 88316	1007 W 2ND ST UNION PLAZA TRACT 1-A-2 AND Lot 1 SUMMARY PLAT Lot 1A S 32 T 10S R 24E VIA REAL ESTATE, LLC 13105 DOVER AVE LUBBOCK, TX 79424
1823 N UNION AVE ALLISON REDIV Block 2 Lot 24 Quarter SW S 29 T 10S R 24E MADISON REVOCABLE LIVING TRUST, WILLIAM FREDRICK JR 696 NM HIGHWAY 3 RIBERA, NM 87560-9009	1821 N UNION AVE ALLISON REDIV Block 2 Lot 23 Quarter SW S 29 T 10S R 24E MADISON REVOCABLE LIVING TRUST, WILLIAM FREDRICK JR 696 NM HIGHWAY 3 RIBERA, NM 87560-9009
1815 N UNION AVE ALLISON REDIV Block 2 Lot 20 Quarter SW S 29 T 10S R 24E MADISON REVOCABLE LIVING TRUST, WILLIAM FREDRICK JR 696 NM HIGHWAY 3 RIBERA, NM 87560-9009	1809 N UNION AVE ALLISON REDIV Block 2 Lot 17 THRU Lot 19 Quarter SW S 29 T 10S R 24E MADISON REVOCABLE LIVING TRUST, WILLIAM FREDRICK JR 696 NM HIGHWAY 3 RIBERA, NM 87560-9009
907 W 7TH ST RIVERSIDE HEIGHTS BLK 24 Block 24 Lot 8 E 68' AND Lot 9 E 53' Quarter SW S 32 T 10S R 24E LOONEY, STEVE C/O JINFENG YE 911 COUNTY SIDE PL CARLSBAD, NM 88220	306 N MICHIGAN AVE S 32 T 10S R 24E SE4SW4 N 50' S 670' W 168.4' E 655.4' S 32 T 10S R 24E SE4S W4 N 67.95' S 690' W 29.67' E 710' THIS PARCEL IS ACROSS THE ALLEY FROM THE PRIMARY PARCEL MICHAEL W JR & KISHA DENNIS 3145 NUGGET LN ANCHORAGE, AK 99516

911 N MICHIGAN AVE RIVERSIDE HEIGHTS AMEND Block 6 Lot 6 N2 Quarter NW S 32 T 10S R 24E SERGIO A JIMENEZ 106 E BALLARD ST ROSWELL, NM 88203	802 N PENNSYLVANIA AVE RHEAS Lot 13 E 24' AND Lot 14 S 42.75' & W 11' OF E 24' W 37.50' Quarter SE S 32 T 10S R DOUGLAS R; RHOLENA LIAN JOHNSON 7437 W ACOMA DR PEORIA, AZ 85381
907 W 9TH ST RIVERSIDE HEIGHTS AMEND Block 4 Lot 9 Quarter NW S 32 T 10S R 24E RYAN SCOTT 907 W 9TH ST ROSWELL, NM 88201	511 W 4TH ST WEST SIDE Block 21 Lot 9 W 50' E 100' AND Lot 10 W 50' E 100' AND Lot 11 W 50' E 100' S 32 T 10S R 24E DAVID B DEPAOLA PO BOX 1072 SANTA FE, NM 87504
1308 E COUNTRY CLUB RD PENDERGRASS Lot 11 Quarter NW S 27 T 10S R 24E ERNESTINA NEVAREZ 17878 MAUNA LOA ST HESPERIA, CA 92345	3900 N GARDEN AVE TIERRA BERRENDA 9 Block 2 Lot 18 S 16 T 10S R 24E ITO, YASUSHI & SHERRIE 1968 SOUTH COAST HWY STE 1981 LAGUNA BEACH, CA 92651
605 E DEMING ST BARNETTS Block 8 Lot 10 VARGAS, ARACELY VAZQUEZ; VARGAS, JOEL RENE VAZQUEZ 720 W JACKSON AVE LOVINGTON, NM 88260	707 W 9TH ST RIVERSIDE HEIGHTS AMEND Block 6 Lot 9 Quarter NW S 32 T 10S R 24E JOYCE AGUILAR 707 W 9TH ST ROSWELL, NM 88201
9 POSITANO LOOP SORRENTO SUBDIVISION Lot 34 S 29 T 10S R 24E ERIC F; LISA L JARAMILLO 9 POSITANO LOOP ROSWELL, NM 88201	804 E HENDRICKS ST 804 E HENDRICKS ST #1/2 FLORA VISTA Block 5 Lot 23 AND Lot 24 STACY, ELNORE; C/O CHAD STEWAT 875 S LONGBEACH AVE FREEPORT, NY 11520
313 S ASH AVE ROSE Lot 6 N 62.5' W 200' Quarter NE S 4 T 11S R 24E DOC# 202205542 WD ACOSTA, JESUS LOPEZ 1108 S MICHIGAN AVE ROSWELL, NM 88203	1608 N KANSAS AVE LAWRENCE & HODGES Block 4 Lot 7 Quarter SW S 29 T 10S R 24E FRANCISCO S PERALES 1724 CALLE REDONDA ESPANOLA, NM 87532

1323 E HOAGLAND ST HOAGLAND AMEND Block 3 Lot 3 W 50' E 100' Quarter SW S 3 T 11S R 24E DOC# 202008063 PRD GUTIERREZ, ROBERT 615 E CHERRY ST ROSWELL, NM 88201	1325 HOAGLAND ST HOAGLAND AMEND Block 3 Lot 3 E 50' Quarter SW S 4 T 11S R 24E GUTIERREZ, DANIEL; GUTIERREZ, ROBERT 615 E CHERRY ST ROSWELL, NM 88201
1412 E HOAGLAND ST HOAGLAND AMEND Block 1 Lot 6 Quarter SW S 3 T 11S R 24E DOC# 202501764 WD VELASQUEZ, SAMANTHA STEPHANIE 11369 ASTER ST VENTURA, CA 93004	1414 E HOAGLAND ST HOAGLAND AMEND Block 1 Lot 5 Quarter SW S 3 T 11S R 24E DOC# 202501764 WD VELASQUEZ, SAMANTHA STEPHANIE 11369 ASTER ST VENTURA, CA 93004
1105 THRU 1111 E WALNUT ST VAUGHN Block 5 Lot 6 THRU Lot 9 Quarter NE S 4 T 11S R 24E DOC# 202402396 WDJT RODRIGUEZ, LAURA GUADALUPE SANCHEZ; GALINDO, RICARDO NOE 1416 S ELM AVE ROSWELL, NM 88203	407, 409 N MULBERRY AVE ERNST Block 2 Lot 1 AND Lot 2 S 33 T 10S R 24E DOC# 202403102 SWD CARRANZA LIVING TRUST 1279 THIRD AVE CHULA VISTA, CA 91911
407 HOLLAND AVE JOHNSON Lot 9 Quarter NE S 4 T 11S R 24E BK 308 PG 814 WDJT LOPEZ, JOE C; LOPEZ, ANGIE 20 CAMINO DE LOS BACAS CHIMAYO, NM 87522-4005	1623 S MAIN ST / 201 E HOBBS ST LA RAZA SUMMARY REPLAT Block 0 Lot 1A S 9 T 11S R 24E KIPP, REGINA 610 CROMPTON RD REDWOOD CITY, CA 94061
APPROXIMATELY 1603 S MAIN ST LA RAZA SUMMARY REPLAT Lot 1B S 9 T 11S R 24E DOC# 202107085 SWD ARGONAUT FOOD PARTNERS LLC C/O KIM PHEIFFER PO BOX 2650 KLAMATH FALLS, OR 97601	1411 THRU 1419 S GRAND AVE SOUTH HIGHLANDS REDIVISION Block 28A Lot 11 THRU Lot 15 S 9 T 11S R 24E DOC# 202203240 REC(N) JHTC INVESTMENTS LLC 6616 GULTON CT NE #90 ALBUQUERQUE, NM 87109

1007 S VIRGINIA AVE TOBOSA REPLAT Lot 3 DOC# 202407168 WD PARRA, ERIC 3605 W BONANZA RD LAS VEGAS, NV 89107	903 E ALAMEDA ST VAUGHN Block 6 Lot 7 Quarter NE S 4 T 11S R 24E RIVERA, EDWARD 208 N 101ST PL MESA, AZ 85207
1707 & 1709 S HAHN AVE S 9 T 11S R 24E NE4NW4SW4 S 90' N 330' W 136.5' E 646.5' DOC# 202004994 REC(N) VENZOR, MARIA G RIVERA 276 N 13TH ST SP 58 ARTESIA, NM 88210	106 W BYRNE ST (VACANT LOT WEST OF THE HOUSE) PECOS VALLEY VILLAGE Block 1 Lot 1 MORA, JOSE; MORA, LUPE E 1629 N 125 W LAYTON, UT 84041

Regular City Council Meeting 13.
Meeting Date: 09/11/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-46: Condemnations - adoption of Resolution 25-46, the resolution shall require the removal or demolition of eight (8) dilapidated structures. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION
Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from $3,000 to $30,000 for each property for removal.

LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee recommended approval 4-0 on the August 19, 2025, meeting, and sent it to the Legal Committee. The Legal Committee recommended (5-0) approval at their meeting on August 21, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution Condemnations
ATT 2 Resolution 25-46 Condemnations

CITY OF ROSWELL
RESOLUTION 25-46

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 11th day of September 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
901 E DEMING ST BARNETTS Block 5 Lot ALL Legal Summary MBL HOME TITLE 65226MHB SERIAL CRHTX2194 YEAR 1995 MAKE CRESTRIDGE/280 SIZE 16 X 80	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ALICE J BASINGER 714 GEORGIA RD ROSWELL, NM 88203
510 E ALBUQUERQUE ST SOUTH ROSWELL Block 32 Lot 9	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	JOSE L CASTILLO 1608 55TH ST NW ALBUQUERQUE, NM 87105
303 E ALBUQUERQUE ST SOUTH ROSWELL Block 19 Lot 6 AND Lot 8 DOC# 202500450 REC	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	LISET SOLIS CHAVEZ; GILBERTO CHAVEZ BARRERA 2544 DON GREGORIO RD SW ALBUQUERQUE, NM 87105
409 E 4TH ST LEA Lot 14 W 93' Quarter SW S 33 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CAMERON, RICHARD DALE II; CAMERON, SHERRY ILENE 412 E 4TH ST ROSWELL, NM 88201
707 S MISSOURI AVE ALAMEDA HEIGHTS Block 14 Lot 2 And Lot 3	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	DI PONZIO, JOHN T 55 MAIN ST BLACKSTONE, MA 01504
1210 S LEA AVE SOUTH HIGHLANDS REDIVISION Block 19A Lot 2 AND Lot 4	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	EARLE, JOSHUA JEFFREY 2313 N MESA AVE ROSWELL, NM 88201
218 E CONNER ST KEITHS SOUTHSIDE 2 Block 5 Lot 29	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RANGEL, BELEN 2804 SERENATA DR ROSWELL, NM 88201
603 W VAN BUREN ST MYERS REDIV Block 1 Lot 11	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GOETZ, CECELIA 1611 S MISSOURI AVE ROSWELL, NM 88203

901 E DEMING ST





510 E ALBUQUERQUE ST





303 E ALBUQUERQUE ST





409 E 4TH ST





707 S MISSOURI AVE





1210 S LEA AVE





218 E CONNER ST





603 W VAN BUREN ST (Page 1 of 2)













ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Regular City Council Meeting 14.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-47: adoption of Resolution 25-47, approving budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires approval of a budget adjustment when increasing a revenue and/or expense in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various grants, transfers, and other departments.

FINANCIAL CONSIDERATION:
Various Funds: Revenues $4,914,855.68 and Expenses $6,649,610.68

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 as amended at its September 4, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented

Attachments

Resolution 25-47 Budget Adjustment-September 2025
Resolution 25-47 Budget Adjustment September 2025-Amended

RESOLUTION 25-47

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget in the amount of $4,914,855.68 in revenues and $6,649,610.68 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $4,914,855.68 and Expenses $6,649,610.68

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 11th day of September 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

Resolution 25-47 / Exhibit A

Fund	Department	Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
General	Police	Revenue	Real Time Crime Center Grant	1,485,000.00
General	Fire	Revenue	Station 1 Expansion Grant	1,188,000.00
General	Emergency Management	Revenue	SHSGP Grant	51,407.97
General	Dispatch	Revenue	NM DFA Grant 24-I2882	149,075.76
Museum	Museum	Revenue	Conservation Center	60,345.00
Streets	Streets	Revenue	NMDOT TPF Funds	1,520,000.00
Lodger's Tax	Lodger's Tax	Revenue	NMTD Grant	36,085.92
Safety Donations	Donations	Revenue	Donation	1,500.00
Zoo Donations	Donations	Revenue	Donation	57,049.43
FEMA	FEMA	Revenue	Synergy Disaster Solutions	366,391.60
				4,914,855.68
General	Police	Expenditure	Real Time Crime Center Grant	1,485,000.00
General	Fire	Expenditure	Station 1 Expansion Grant	1,188,000.00
General	Information Technology	Expenditure	Backup Infrastructure	85,000.00
General	Information Technology	Expenditure	Firewall	85,000.00
General	Emergency Management	Expenditure	SHSGP Grant	51,407.97
General	Fire	Expenditure	Pierce Aerial Ladder Truck	2,204,755.00
General	Dispatch	Expenditure	NM DFA Grant 24-I2882	149,075.76
Museum	Museum	Expenditure	Conservation Center	60,345.00
Recreation	Recreation	Expenditure	Noon Optimist Park Lighting	(640,000.00)
Lodger's Tax	Lodger's Tax	Expenditure	NMTD Grant	36,085.92
Safety Donations	Donations	Expenditure	Donation	1,500.00
Zoo Donations	Donations	Expenditure	Donation	57,049.43
FEMA	FEMA	Expenditure	Synergy Disaster Solutions	366,391.60
Streets	Streets	Expenditure	NMDOT TPF Fund	1,520,000.00
				6,649,610.68

City Council 201 of 258 Roswell, NM

Regular City Council Meeting 15.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Hessel Yntema **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a Lease Agreement with P.T. Productions, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N Kentucky, Roswell, NM 88203. (Corn/Verciglio)

BACKGROUND:
Initiated by: Todd Verciglio

This request is to consider recommending approval for the City of Roswell to enter into a Lease Agreement with P.T. Productions Inc. The office space is needed to house the six departments that make up Community Development.

FINANCIAL CONSIDERATION
Minimum rent of $7,670.00 per month. The monthly rental amount is calculated as follows: $11.00 per square foot multiplied by 8,368 square feet = $92,048.00 per year.

LEGAL REVIEW:
The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:
The Legal Committee was the first to consider this lease agreement on August 21, 2025, with a vote of 5-0. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

400 W 2nd St. Lease

LEASE AGREEMENT

LEASE AGREEMENT made this _____day of September, 2025, between **P.T Productions, Inc a New Mexico Corporation,** whose address is P.O. Box 344, Roswell, NM 88202, hereinafter referred to as **LESSOR**, and **City of Roswell,** whose address 425 North Richardson, Roswell, NM 88201, hereinafter referred to as **LESSEE**.

Lessor does hereby lease unto Lessee the following described real estate in Roswell, Chaves County, New Mexico:

Commercial Office Building

400-402-404 West Second Street
and
106 North Kentucky
Roswell, New Mexico

The lease term shall be for a period of Sixty (60) months, commencing 1 October 2025 and terminating 30 September 2030.

In consideration of said demise the Lessee covenants:

1. To pay to Lessor as rent for the leased premises:

a**.** Minimum rent of Seven Thousand Six Hundred Seventy Dollars (**$ 7,670.00**) per month. First month's rent shall be paid upon execution of lease. Monthly rental amount calculated as follows:

$ 11.00 per square foot x 8,368 square feet =

$ 92,048.00 per year

b. All rental payments shall be paid to Lessor at P.O. Box 344, Roswell, NM 88202, or at such other place or address as the Lessor shall from time to time, by written notice given to Lessee, appoint. Upon the first day of each month upon commencement, Lessee shall be subject to a $100.00 late charge for rental payments made past the 20th of the month.

2. Lessee will use and occupy the leased premises as City of Roswell Community Development Services and for no other use or legal purpose and will at its own expense keep the leased premises in good and suitable repair and condition during the term and any extensions thereof. Lessee shall provide facia signage and be allowed use of the pole sign on southwest corner of property. The vacant lot commonly described as 106 N. Kentucky is a portion of the existing parking lot of the leased premises and shall be included in this agreement.

3. No representations, except such as are contained herein or endorsed hereon, have been made to the Lessee respecting the condition of the leased premises. The taking possession of leased

premises by the Lessee shall be conclusive evidence as against the Lessor that said premises were in "as is" condition when possession of the same was so taken; and the Lessee will, at the termination of this lease, by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, loss by fire and ordinary wear and tear excepted.

4. Subject to first obtaining Lessor's written consent, which consent shall not be unreasonably withheld, Lessee may sublet the leased premises.

5. Lessee may, at its sole expense, make such alterations and improvements to the leased premises as shall reasonably be necessary for its proper use of the leased premises, provided that the written approval of Lessor shall first be obtained (which approval shall not be unreasonably withheld), and that such improvements and alterations are done in a good and workmanlike manner in keeping with all building codes and regulations and in such manner as not to harm the structure of the leased premises. Lessee at its sole expense, if requested, shall at the termination of this lease for any reason restore the leased premises to the original condition and repair any damage to the premises resulting from the making of such alterations and improvements as may have been made by Lessee. Any such alterations and improvements which remain upon the leased premises at the termination of the lease, and which has not been removed at the request of Lessor, shall be and become Lessor 's property without compensation to the Lessee. Any remodeling done by Lessee with Lessor's consent shall be made pursuant to plans and specifications covering such work which have been approved in writing by Lessor, which approval shall not be unreasonably withheld.

6. At all time during the term of this lease and any extensions thereof, Lessee, at its sole cost and expense, shall provide and keep in force with responsible insurance companies satisfactory to Lessor public liability insurance covering the leased premises and the business conducted by Lessee or any subtenant therein with limits of liability not less than $500,000.00 for each person, $1,000,000.00 for each accident or occurrence for bodily injury and
$500, 000.00 property damage. Said policy of insurance shall be obtained by Lessee and shall be subject to Lessor's approval as to the face amount and content, shall name Lessor and Lessee as co-insurers and each policy shall provide that it may not be canceled by the insurer without at least ten (10) days prior written notice to Lessor. A certificate of said insurance shall be delivered to Lessor not later than the commencement date of this lease and Certificates of Renewal of such insurance shall be delivered to Lessor prior to the expiration of any such policy. Lessor shall carry hazard insurance on the improvements located on the leased premises for their sole benefit and protection and any insurance desired by Lessee on the contents which belong to Lessee in the leased premises shall be obtained by Lessee at its sole cost and expense. Lessee shall reimburse Lessor for hazard insurance coverage.

7. The Lessor shall keep the roof, outer walls, plumbing, electrical, heating and cooling systems in good condition and repair. Lessee shall maintain the leased premises in as good condition as when received, loss by fire, ordinary wear and tear and act of nature excepted.

8. Lessor shall not be liable for any damage either to person or property sustained by Lessee or by other persons on account of the building or any part thereof, or any appurtenances thereof, becoming out of repair, or due to the happenings of any accident in or about said building, or due to any act or neglect of any subtenant or occupants of said building or of any other person. This

provision shall apply especially (but not exclusively) to damage caused by water, snow, frost, steam, sewerage, sewer gas or odors, or by the bursting or leaking of pipes or plumbing works or electrical. If any such damage shall be caused by any act or neglect of the Lessee, Lessee shall repair such damage at Lessee's expense. All personal property upon the leased premises shall be at the risk of the Lessee only and the Lessor shall not be liable for any damage thereto or theft thereof.

9. In case Lessee shall vacate said premises or abandon the same during the life of this lease, or in case the Lessee shall make default in the payment of the rent hereby reserved or shall make in any of the covenants herein contained to be kept, observed and performed by the Lessee, Lessor may at its option, enter into said premises, remove the Lessee's property therefrom and relet the same for the account of the Lessee for such rent and upon such terms as shall reasonably be obtainable, without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the term of this lease and any valid extensions thereof; and for the purposes of such reletting the Lessor is authorized to make any repairs, changes, alterations, or additions on or to the leased premises that may be necessary or convenient to make the premises tenantable, and, if a sufficient sum shall not be realized from such reletting, after paying all the costs and expenses of such repair, changes, alterations or additions and the expenses of such repairs, changes, alterations or additions and the expense of such reletting to satisfy the rent owing from the Lessee, then the Lessee will satisfy and pay such deficiency promptly upon demand.

10. Lessee shall pay all electric, gas, water, sewer, trash collection, internet service, security system including video surveillance, cable television and telephone bills which are charged against the leased premises. In case Lessee shall not pay the same when due and payable, the Lessor may pay the same and the amount so paid is hereby declared to be so much additional rent and shall be due and payable to the Lessor from the Lessee forthwith. Lessee shall be responsible for the for all janitorial services and groundskeeping, including removal of leaves, weeds and debris on the property. Any required tree trimming shall be the responsibility of the Lessor.

11. No waiver of any condition expressed in this lease shall be implied by any neglect of the Lessor to declare a forfeiture or take any other action on account of the violation of such condition if such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated. If Lessor shall not take action of any kind upon any failure of the Lessee to pay any installment of rent when due, such forbearance or failure or neglect to take prompt action shall not be construed as a waiver by the Lessor of any right reserved to the Lessor herein, but Lessor shall have the right at any time and all times thereafter to enforce a prompt and strict compliance with acts of forbearance or failure to insist upon a prompt or strict compliance with any of the terms, covenants and conditions of the lease.

12. Lessor represent to Lessee that Lessor has good and merchantable title to the leased premises, subject only to any mortgages of public record, restrictions of record, ad valorem taxes not delinquent, zoning ordinances of the City of Roswell and easements of record and apparent. The representations by Lessor set forth above in this paragraph shall be true and correct upon the date the lease term commences.

13. Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the premises by Lessee, its agents, employees, contractors, or invitee's, except for such hazardous materials as is necessary or useful to Lessee's business.

a. Any hazardous material permitted on the above premises as provided in the paragraph 15 above, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to such hazardous material.

b. Lessee shall not release, discharge, leak, or emit, or permit to be released, discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Lessor, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the premises or elsewhere, or (2) the condition, use or enjoyment of the building or any other real or personal property.

c. As used herein, the term "hazardous material" means (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder,
(2) any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, (3) any oil, petroleum products, and their byproducts, and (4) any substance that is or becomes regulated by any federal, state, or local governmental authority.

d. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous material on the premises by the Lessee, and the Lessee shall give immediate notice to Lessor of any violation of the provisions of subparagraph b, above. Lessee shall defend, indemnify, and hold harmless Lessor and its Agents, from and against any claims, demands, penalties, fines, liability, settlements, damages, costs, or expenses (including, without limitation, attorney's and consultant's fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of its use, storage, or occupancy of premises, or in any way related to (1) the presence, disposal, release, or threatened release of any such hazardous material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise caused by Lessee's use or occupancy; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that hazardous material caused by Lessee's use or occupancy; (3) any lawsuit brought or threatened, settlement reached or government investigation, order or related action to that hazardous material caused by Lessee's use or occupancy; (4) any violation of any laws applicable thereto caused by Lessee's use or occupancy. Lessor shall save Lessee harmless and indemnified against hazardous material existing at the commencement of the lease to the same extent as set forth in the indemnity by Lessee. The provisions of this subparagraph (d) shall be in addition to any other obligation and liabilities which either party may have to the other at law or equity and shall survive the transaction contemplated herein and shall survive the transaction contemplated herein and shall survive the termination of this lease.

14. Neither this lease, nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

a. In the event the estate created hereby shall be taken in execution or by other process of law, or if Lessee shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Lessee shall be appointed by reason of Lessee's insolvency or inability to pay its debts, or if any assignments shall be made of Lessee's property for the benefit of creditors, then and in any of such events, Lessor may at its option terminate this lease and all rights of Lessee hereunder, by giving to Lessee notice in writing of the election of Lessor to so terminate.

b. Lessor shall not cause or give cause for the institution of legal proceedings seeking to have Lessee adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Lessee's assets, and shall not make assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Lessee or its assets, shall be conclusive evidence that Lessee caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacant within thirty (30) working days after such allowance or appointment. Any act described in this subparagraph shall be deemed a material breach of Lessee's obligation hereunder, and upon such breach by Lessee, Lessor may at its option and in addition to any other remedy available to Lessor terminate this lease and all rights of Lessee hereunder, by giving the Lessee notice in writing of the election of Lessor to so terminate.

15. If either Lessor or Lessee shall default in the performance of any provision, covenant or condition on the part to be performed under this lease by the defaulting party, the other party may, at its option, perform the same for the account of and at the expense of the other. If either party at any time shall be compelled to pay or elects to pay any sum or to do any act which requires the payment of any sum of money by reason to of the failure of the other party to comply with any provisions of this lease or other legal obligation, the sum so paid or incurred by such party with legal interest and costs shall be immediately due from and paid by the party.

16. All notices given by Lessor to Lessee may be mailed or delivered to Lessee at 425 N. Richardson, Roswell, NM 88201, or at such other address as may be specified in writing from time to time by Lessee. All notices given by Lessee to Lessor shall be delivered or mailed to Lessor at P.O. Box 344, Roswell, New Mexico 88202 or at such other P.O. Box or mailing address as may be specified in writing from time to time.

17. Lessee shall make any and all additional modifications to the existing building at their own expense.

18. Prior to occupancy, Lessor agrees to:

a. Paint the interior walls of premises.
b. Repair or replace exterior door locks as needed.

c. Replace damaged parquet tile flooring in space adjacent to courtyard.
d. Inspect HVAC, roof, plumbing and electrical systems and repair as needed.
e. Coordinate with City of Roswell Fire Department to satisfy occupancy requirements.

19. Lease acceptance is subject to and contingent upon approval by Rowell City Council.

20. Non-Appropriation - Nothing else herein, withstanding the terms of this Agreement, is contingent upon sufficient appropriations and authorization being made by the Roswell City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, the City may immediately terminate this Agreement by giving P.T. Productions, Inc. written notice of such termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Lessor and shall be final. Lessor hereby waives any rights to assert an impairment of contract claim against the City in the event of immediate or Early Termination of this Agreement by the City.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed this _____ day of September 2025.

LESSEE: **LESSOR:**

City Of Roswell **P. T. Productions, Inc**

_____ **By: _____**
Paul Taylor, III President

Regular City Council Meeting
Meeting Date: 09/11/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Approval of the minutes from the Regular City Council meeting on August 14, 2025. (Halvorson/Martinez)

Attachments

DRAFT CC Minutes August 2025

Roswell City Council
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Thursday, August 14th at 6:00 p.m.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

The meeting reconvened at 6:01 p.m. with Mayor Jennings presiding:

ROLL CALL:	Cristina Arnold	Present
	Angela Moore	Present
	Robert Corn	Present
	Juan Oropesa	Present
	Darrell Johnson	Present
	Ed Heldenbrand	Present
	Will Cavin	Present
	Carlos Marrujo, Jr.	Present
	Christopher Cortez	Present
	Juliana Halvorson	Present

Councilor Marrujo led in prayer, and Councilor Cortez led in the Pledge of Allegiance.

1. Approval of agenda - approve the agenda for the August 14, 2025, Regular City Council Meeting.

Councilor Halvorson moved to approve the agenda for August 14, 2025, with the following changes:

- Item #3 should read: Pursuant to Chapter 2 of the City Code, Mayor Jennings nominates and requests confirmation by City Council of Judy Scharmer to serve as the City's internal auditor.
- Pull item # 21 from the Consent Agenda and place it after 2, which will now be 2a
- Pull the following items from the Consent Agenda #
    - #9 – PO Desert West $1,239,791.92 will become item #45
    - #11 – PO Desert West $591,035.68 will become item #46
    - #26 – Resolution 25-42: Certification of Correctness of Physical Inventory will become item #47
    - #36 – Roswell Hispano Chamber Pinata Fest Lodger's Tax Funding Request will become item #48
    - #37 – Minutes May 25, 2025, Special CC will become item # 49
    - #39 – Minutes July 10, 2025, will become item # 50
    - #40 – Minutes July 23, 2025, will become item #51

Councilor Heldenbrand was the second.

Councilor Oropesa asked, I have a question regarding item numbers 21 and 3. Are these two separate issues, or are we discussing number 3 solely as a nomination for a position? If we've already addressed this under item 23, is there a need to remove item 21 from the consent agenda?

Chad Cole responded, Mr. Mayor, for clarification, there are two items for consideration. First, there is a contract for professional services to provide internal audit services. Second, under Chapter 2, the mayor is required to nominate, and this council is to consider, the appointment of the city's internal auditor.

Councilor Oropesa asked. My question is about the nomination: it appears to be for an individual, but that individual owns the business… as a sole proprietor.

Chad Cole responded as a sole proprietor. In this case, both apply—she is the sole proprietor of the business and would serve as the city's internal auditor.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0

2. Approval of consent agenda - approve the consent agenda for the August 14, 2025, Regular City Council Meeting.

Councilor Halvorson moved to approve the agenda as amended for the August 14, 2025, Regular City Council agenda. Councilor Johnson was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0

DRAFT

2a (21). Approval to enter into a professional services contract with True Business Solutions, i.e., Judy Scharmer, to provide internal audit services for the City of Roswell. Chad Cole presented the item.

Councilor Corn made a motion for approval to enter into a professional services contract with True Business Solutions for internal audit services for the City of Roswell. Councilor Halvorson was the second.

Following a discussion regarding a potential violation of Chapter 2, it was decided to refer the matter to the Legal Committee. The committee will review and propose amendments to Chapter 2 to ensure that its provisions align with the hiring of outside services, whether through a corporation or an individual.

Councilor Arnold made a motion to send to the Legal Committee on Thursday, August 21, 2025. Councilor Moore was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0

3. Approval to enter into a professional services contract with True Business Solutions i.e., Judy Scharmer, to provide internal audit services for the City of Roswell.

Councilor Arnold made a motion to refer the matter to the Legal Committee at the meeting on Thursday, August 21, 2025. A Special City Council meeting will follow the Legal Committee meeting. Councilor Halvorson was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

DRAFT

CONSENT ITEMS (items 4-40 will be approved at the time of the approval of the consent agenda)

4. Approval for RFD (Roswell Fire Department) to move forward on the implementation of the RFD ambulance service proposal.

5. Approval to issue a purchase order to Southwest Ambulance Sales for a total of eight (8) new ambulances to support the implementation of ambulance transport services. This purchase includes five (5) Type I ambulances and three (3) Type III ambulances. Total purchase price is $1,778,782.49.

6. Approval to issue a purchase order in the amount of $86,526.03 to Code 3 Services for the purchase and installation of radio equipment necessary for ambulance communications.

7. Approval to issue a purchase order to Howe Medical in the amount of $763,099.92 for eight (8) gurneys and eight (8) cardiac monitors.

8. Approval of authorization for an expenditure of $416,434.00 for two new CDL buses from Creative Bus Sales/Model1.

10. Approval for PO to Nieto Custom Builders in the amount of $135,364.20 for roof repair to Building 1166.

12. Approval for PO to CES in the amount of $636,261.53 for the Roswell airfield barrier for the National Championship Air Races.

13. Approval for PO to Custom Construction II in the amount of $984,756.40 for the demolition of Buildings 112 and 115.

14. Approve ratification of purchase order to Mountain States Constructors Inc. in the amount of $4,490,000.26 (including GRT) for construction of the Taxiway C extension at the Air Center.

15. Award of RFQ (Request for Quote) for Environmental Monitoring, Reporting & Support Services to Parkhill in the amount of $145,949.04, which includes GRT.

16. Approval of the FY26 Solid Waste Purchasing Authorization Request.

17. Authorize to issue a PO (Purchase Order) for renewal of the contract for the professional services of temporary dispatchers to assist in the staffing issues of Consolidated Dispatch in the amount of $330,000.

18. Approval of a budget adjustment in the amount of $110,173.40 for disaster recovery expenses for collection appraisals, conservation examinations, and conservation of ten loaned paintings.

19. Consider approval of a budget adjustment in the amount of $129,405.88 to accommodate a payment from the fine art insurance claim from the October flood.

DRAFT

20. Approval of purchases over $60,000 pursuant to the City's Purchasing Policy.

Resolution(s)

22. Resolution 25-38: Weeds - The Resolution shall mandate the cleanup of approximately fifty (50) separate properties within the City.

23. Resolution 25-39: Financial Support for Roswell Transit FY27- adoption of Resolution 25-39 to provide financial support to Roswell Transit for FY2027.

24. Resolution 25-40: Disposal of Certain Surplus Personal Property - adoption of Resolution 25-40 to dispose of certain surplus personal property listed on the attachment.

25. Resolution 25-41: Consider Resolution 25-41 for support of the application to the New Mexico Water Trust Board for the large-diameter water line replacement project.

27. Resolution 25-43: adoption of Resolution 25-43: Southeastern NM Economic Development District/COG.

28. Resolution 25-44: Approving a budget adjustment for the fiscal year ending June 30, 2026.

Bids, RFP's and Agreements

29. Approval of the agreement between the City of Roswell and Southeastern New Mexico Economic Development District/COG in the amount of $13,588.00.

30. Approval of the Eastern New Mexico State Fair Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship.

31. Approval of the Rio Pecos Kennel Club Lodgers' Tax Funding Request in the amount of $3,997 for marketing, sanitation, and security.

32. Approval of the Roswell Symphony Orchestra Lodgers' Tax Funding Request to open negotiations with the City of Roswell for sponsorship.

33. Approval of the Roswell Invasion's Crash and Clash Wrestling Tournament Lodgers' Tax Funding Request for $2,500 for marketing, sanitation, and security with the City of Roswell.

34. Approval of the Roswell Community Little Theater Lodgers' Tax Funding Request in the amount of $5,000 for marketing, sanitation, and security.

35. Approval of the Not of This World Flag Football's Sling It Fling It Tournament Lodgers' Tax Funding Request in the amount of $18,500 for marketing, sanitation, security, and open negotiations with the City of Roswell for sponsorship.

DRAFT

Minutes

38. DRAFT Minutes May 30, 2025

NON-ACTION ITEMS (Information Items)

41. Airport Updates (Bobbi Thompson)

42. Airport Advisory Commission Updates (Bud Kunkel)

43. Recognition of Adrianne Vigil (Girl Scout Troop 18044) Proper Disposal of the New Mexico State Flag - NM House Bill 468 (Diane Taylor)

44. Employee Out-of-state Travel

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS
To speak, you must sign up before the Council Meeting.

Rebecca Porte and I reside in Ward One. I am here to address a serious incident involving my 5-year-old daughter, who was sexually assaulted by another participant during the summer youth program under the supervision of Jim Burress at the Roswell Parks and Recreation Department. The staff failed to provide adequate supervision, resulting in an unsafe environment that allowed this assault to occur. Despite clear evidence from security footage, staff failed to fulfill their mandatory reporting obligations or notify the Roswell Police Department. My requests to review the relevant video footage have been denied, and it appears that neither the city nor the police has thoroughly reviewed the evidence. I am deeply concerned that other children may also have been harmed. I urgently request that the city immediately review all video footage to ensure the safety of every child in your care and to fulfill your legal and ethical responsibilities. I expect the Parks and Recreation Department to review and reinforce mandatory reporting procedures with all staff. That is all I have to say.

Paul Rodriguez is seeking help regarding comments made about him on Facebook. The Legal Department will reach out to him.

45. (9) Approval for PO to Desert West in the amount of $1,239,791.95 for micro surfacing for the main spectator area for the National Championship Air Races. Bobbi Thompson presented this item.

BACKGROUND: This will be the surface finish for the main spectator area at the National Championship Air Races in September. This project will be utilizing Eddy County RFP#24-02.

MOTION: Councilor Corn made a motion to adopt $1,239,791.95 for micro surfacing for the main spectator area for the National Championship Air Races. Councilor Cavin was the second.

AMENDED MOTION: Councilor Corn made a motion to amend the amount of $1,239,791.95 to $1,334,229.50. Councilor Cavin was the second.

Councilor Johnson would like an updated estimate, as it is more than 30 days old. Also, the sales tax is not correct.

Councilor Heldenbrand was concerned about the invoices being on the same day, but $94,438.08 more than we approved in the Finance Committee.

Bobbi Thompson explained that the estimates were updated without adjusting the date. The cost increase was due to rain damage. Excessive moisture followed by extreme heat caused the soil to steam, which damaged the asphalt. As a result, significant portions had to be redone and resealed. Additionally, the spectator area was expanded, contributing to the increased costs.

AMENDED MOTION: Councilor Corn made a motion to amend the amount to $1,255,499.63 plus GRT. Also, to get an updated estimate to include the correct GRT. Councilor Cavin was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0.

46. (11) Approval for PO to Desert West in the amount of $591,035.68 for micro surfacing the pit area for the National Championship Air Races. Item presented by Bobbi Thompson.

BACKGROUND: This will be the surface finish for the pit area at the National Championship Air Races in September. This project will be utilizing Eddy County RFP#24-02.

MOTION: Councilor Corn made a motion to adopt $591,035.68 for micro surfacing in the pit area for the National Championship Air Races. Councilor Marrujo was the second.

AMENDED MOTION: Councilor Corn made a motion to approve $604,270.00 plus GRT. Also, need to correct the date on the estimate. Council Marrujo was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes

DRAFT

	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0.

47. (26) Resolution 25-42: Adoption of Resolution 25-42: Certification of Correctness of the Physical Inventory of Assets for FY2025.

BACKGROUND: Pursuant to Subsection A of Section 12-6-10 NMSA, it is required that, at the conclusion of each fiscal year, local government entities conduct a physical inventory of their assets. The physical inventory of assets, listed as Exhibit A, must be reviewed and formally approved for accuracy by the City Council.

MOTION: Councilor Corn made a motion to adopt Resolution 25-42: Certification of Correctness of the Physical Inventory of Assets for FY25. Councilor Halvorson was the second.

When the document was converted to PDF, "1101 General Fund" was left off; a corrected copy was handed out.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0.

48. (36) Approval of the Roswell Hispano Chamber Pinata Fest Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship.

BACKGROUND: The Roswell Hispano Chamber of Commerce's annual PiñataFest is one of Southeastern New Mexico's most vibrant cultural celebrations, attracting over 5,000 visitors from across the state and West Texas each year. Centered on the colorful piñata, the festival blends tradition, entertainment, and entrepreneurship into an unforgettable family experience. Highlights include live music, folklórico dancing, piñata competitions, artisan markets, and performances by mariachi and dance troupes. Families enjoy interactive exhibits, a children's piñata break zone, and diverse local food vendors. For 38 years, PiñataFest has promoted tourism, celebrated Hispanic heritage, and supported small businesses through vendor opportunities and heightened visibility.

DRAFT

With strong brand recognition and growing out-of-town interest, PiñataFest is poised to evolve into a premier regional destination festival, boosting the tourism economy while honoring the rich diversity that makes Southeastern New Mexico unique.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security
FY2023- Applied for funding but was denied by OTB and City Council for lack of relation to tourism
FY2024- No record of request
FY2025- No record of request

MOTION: Councilor Corn made a motion to approve the Roswell Hispano Chamber Piñata Fest Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. Councilor Heldenbrand was the second.

AMENDED MOTION: Councilor Corn made a motion to approve $5,000 for marketing, sanitation, and security and $5,000.00 for sponsorship. Councilor Heldenbrand was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	No
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 9-1 with Councilor Corn voting no.

49 (37) DRAFT Special CC Minutes May 28, 2025

MOTION: Councilor Halvorson made a motion to approve the draft Special CC Minutes, May 28, 2025. Councilor Heldenbrand was the second.

FOR THE RECORD: Councilor Cortez stated; The board, commission, or other policymaking body shall keep written minutes of all its meetings. The minutes shall include, at a minimum, the date, time, and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered, and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended, or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body. Cortez was present at this meeting.

DRAFT

AMENDED MOTION: Councilor Halvorson made a motion to change Christopher Cortez to absent to present on the minutes from the May 28 Special City Council meeting. Councilor Arnold was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 10-0.

50. (39) DRAFT CC Minutes July 10, 2025

MOTION: Councilor Halvorson made a motion to approve the draft CC Minutes July 10, 2025 to change Councilor Marrujo from present to absent. Councilor Johnson was the second.

FOR THE RECORD: Councilor Cortez stated; The board, commission, or other policymaking body shall keep written minutes of all its meetings. The minutes shall include, at a minimum, the date, time, and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered, and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended, or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	No
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passes 9-1 Councilor Marrujo abstained he was absent on the July 10, 2025 City Council meeting.

DRAFT

51. (40) DRAFT Special CC Minutes July 23, 2025

MOTION: Councilor Halvorson made a motion to approve the draft minutes for the Special City Council minutes for July 23, 2025 to change Councilor Moore was via GoTo, Councilor Heldenbrand was absent, Councilor Cavin absent, and Councilor Cortez was present. Councilor Marrujo was the second.

FOR THE RECORD: Councilor Cortez stated; The board, commission, or other policymaking body shall keep written minutes of all its meetings. The minutes shall include, at a minimum, the date, time, and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered, and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended, or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Abstain
	Will Cavin	Abstain
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 8-2 with Councilor Heldenbrand and Councilor Cavin abstaining.

PUBLIC HEARING(S)
52 (45). Zoning Case 25-0063 CANN - Consider approval and conduct a public hearing on Retail Cannabis Zoning Case CANN-25-0063 (Closed session possible).

FOR THE RECORD: Councilor Halvorson asked to be recused from this item because there was a conflict presented under the ethics rule as required to conduct a quasi-judicial hearing. There were no objections.

MOTION: Councilor Johnson made a motion to approve and conduct a public hearing on Retail Cannabis Zoning CANN Case 25-0063. Councilor Cortez was the second.

BACKGROUND: Request for a Variance to Distance from Residential District, Zone Change to CCAN (Commercial Cannabis), and Conditional Use Permit to operate a Retail Cannabis Establishment in the C-2 Zoning District at 3107 N Main Street, Unit B.

DRAFT

CHAPTER 27 - CANNABIS SEC. 27-33. CITY COUNCIL DETERMINATION.
(a) Upon recommendation or disapproval of a zoning request, the council shall hold a public hearing at its next regular meeting after the notice provisions of this section have been met, in order to approve or deny the zoning request. (d) At the public hearing, the council shall consider the recommendations of the department, the commission, testimony of the applicant and any affected parties, and the comments of the public. Upon completion of the hearing, the council shall vote whether to approve or deny the zoning request. The council may set such reasonable conditions or amendments upon its approval as it may judge appropriate, considering the circumstances. The council's determination shall be based solely on the following criteria: (1) Whether the proposed location meets all of the time, place, and manner restrictions of this chapter and otherwise is not in violation of any city ordinance. (2) Whether the applicant is eligible under state law to operate a cannabis establishment. (3) Whether the particular location would be detrimental to the public health, safety, and welfare of the citizens of the city.

City Clerk: This is a quasi-judicial hearing. So, we need to do a swearing in.

Mayor Jennings: Do we have to swear in anybody who wants to produce testimony? Anyone who is going to speak, you have to stand up and you have to be sworn in

City Clerk: Can you please raise your right hand? Do you solemnly swear the testimony you are about to give will be the truth, the whole truth, and nothing but the truth under penalty or perjury?

Meredith Hildreth: Good evening, Mayor, members of the council. This is zoning case CANN-25-0063. This is a public hearing. City Council public hearing on Zoning Case 25-0063 for cannabis. A request for approval of a variance to distance from residential zoning districts a zone change to CCAN which is commercial cannabis and CP a conditional use permit to operate an adult used retail cannabis establishment located at 3107 North Main Street Unit B and C2 commercial community commercial zoning district. This is a staff photo of the property under consideration for the greenhouse Roswell at 3107 Street, unit B. This is a zoning map that shows the star is 3107 North Main Street. You can see it's in a commercial corridor and commercially zone corridor. The green arrow and the green line show an 80 foot commercial property between the back boundary line, the east boundary line and the residential zoning district to the east. So there's a 54.7 foot wide commercial property plus a 25 foot wide alley approximately 80 ft between the property under consideration and Linda Vista Estates Residential Subdivision to the east. the little blue arrow is showing where Brian's green care was. The city council approved that under zoning case 22-012 CANN and that Brian's green care is permanently closed. As of today's date, the planning and zoning division has received two written protests, both emails from the same property owner and zero inquiries for this case. And the protest letters are in your packet. The person who submitted the protest letters also spoke as the only opposition to the case during the planning and zoning commission public hearing on July 1st 2025 under municipal code chapter 27 panelists section 27-63 city council nothing in the zoning code withstanding the Roswell city council shall have final authority regarding every proposed zone change and conditional use permit and any zoning request under this chapter and shall hold a public hearing and approve or deny the same based upon the criteria provided for hearing section 27-32 commission review unless a cannabis project applicant is rejected the commission shall consider This is talking about the planning and zoning commission shall consider whether to recommend a zoning request to city council at its next regular meetings

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after issuance of the department's written opinion. The commission may recommend a zoning request as presented or with conditions or amendments it deems appropriate. In the event that the commission votes to recommend denying a zoning request, the motion to recommend denial shall state the reasons for such. On July 1st, 2025, City Roswell Planning and Zoning Commission held a public hearing on zoning case CANN-25-0063. A P&Z commissioner made a motion to recommend approval of the case. There was no second. The P&Z commissioner made a motion to recommend denial of the case based on the proximity to residential. P&Z commission voted 4 to one to recommend denial of zoning case CANN 25-0063 to city council section 27-33 city council determination A. Upon recommendation or disapproval of a zoning request, the council shall hold a public hearing at its next regular meeting after the notice provisions of the section have been met in order to approve or to not to or to deny the zoning request. Section 27-33 city council determination D. At the public hearing, the council shall consider the recommendation of the department, the commission, testimony of the applicant, and any affected parties, and the comments of the public. Upon completion of the hearing, the council shall vote whether to approve or deny the zoning request. The council may set such reasonable conditions or amendments upon its approval as it may judge appropriate considering the concern the circumstances. Section 27-33, City Council determination continued. The council's determination shall be based solely on the following criteria. One, whether the proposed location meets all of the time, place, and manner restrictions of this chapter and otherwise is not in violation of any city ordinance. Two, whether the applicant is eligible under state law to operate the cannabis establishment. Three, whether the particular location would be detrimental to the public health, safety, and welfare of the citizens of the city. E. This council's decision to approve or deny a zoning request may be appealed to district court within 30 days of the determination by any party aggrieved by the decision. Only the applicant or any property owner subject to notice here under may be deemed aggrieved under this subsection. This is an excerpt from the city of Roswell 2016 conference and master plan future landing scenario that shows a property under consideration 2:44:11in the north main street commercial corridor. The legal standard for zoning variance are as follows. Applicant must demonstrate an unnecessary hardship. The strict applicate application of the distance requirement will require an extraordinary hardship due to unique circumstances. A variance is needed necessary to overcome these difficulties. So these are the criteria that that you'll base your decision about the variance on. The conditions of approval for the zoning case CANN-25-0063 is contingent upon city council approval and adoption of the intended variance. change of zone and conditional use permit applications to approve an indoor retail cannabis business the Greenhouse Roswell at 3107 North Street suite B in the city of Roswell New Mexico if approved by the city council zoning case CANN-25-0063 provides for the development and operation of a commercial campus establishment as the greenhouse Roswell located at 3107 North A Street Suite B. The conditional use permit allows for the Greenhouse Roswell to operate as a recreational adult use and medical cannabis retailer under a vice license or equivalent issued by the New Mexico Cannabis Control Division of the NMRLD except as provided for by this permit for uses above the cultivation, processing, manufacturer and or distribution of cannabis or cannabis derived products beyond current activities. by the Greenhouse Roswell is not permitted at this location. Any request to expand operations beyond that which is permitted under zoning case CANN-25-0063 including but not limited to the above will require an amendment to the approval of zoning case CANN-25-0063. Hours of operation for the retail cannabis businesses business shall be from 10:00 a.m. to 7:00 p.m. Monday through Saturday and 11:00 a.m. to 5:00 p.m. on Sunday unless otherwise restricted by the state of New Mexico or the city of Roswell. The owner shall procure a City of

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Roswell cannabis operation permit and a state license prior to commencement of business activities. And based on the land use and zoning regular and considerations, findings of factions of law, regulations established the zoning ordinance, city ordinance chapter 27, planning and zoning commission recommendation. Testimonial material presented at the city council on the August 14th, 2025 public hearing. City council is requested to hold a public hearing and vote on the zoning case CNN-25-00063 and I stand for questions.

Mayor Jennings: Okay, we have any questions or we before we have questions, we would probably call the people who would like to speak.

Mayor Jennings: would you give us your name and address and where you're from?

Scott Raymond: Sure. My name is Scott Layman 242 Dave's Place, Pagosa Springs, Colorado. good evening. I'm one of the owners of the Greenhouse. we are requesting a variance from the 300T distance for residential requirement um for our proposed dispensary at 3107 North Main. there are currently 11 dispensaries operating in Roswell. Of those 11, seven have had to request a variance to be closer to residential than uh is in the ordinance. as the slides will show, I believe the city has set a precedent for approving these variances and uh we have been looking for a suitable location since we opened our first door in 2022. The photos and measurements on these slides were taken from the city of Roswell zoning map with the program provided by Arc GIS. Um first slide is R Greenleaf uh which is 225 ft away from residential and they were improved in June of 22. slide two is uh Oasis Cannabis. They are 20 ft from a residential zone. Uh they were approved in May of 2024. On the third slide, we have 285 South Dispensary. it has residential on two sides. Uh the northeast side being only 20 ft 21 and 1/2 ft away from the location. Number five is Dreams Dispensary. they have but a residential lot. they were approved in October of 2022. And slide six here has press labs which all those zones around them are residential. they were approved in August 2023. and there are two more which is Nomad which is 3606 Main Street. not pictured. They abut a residential lot as well. and POS Valley at 313 West Country Prep Drive is approximately 20 ft from a residential lot so Brian's Greencare approached us, which is now closed. They were 174 ft away from a residential lot and, their variance was approved for them in 2022. We were approached by them about taking over their location um, earlier this year and we were pretty excited about that because it's been very difficult to find a location that was suitable. Um, and we've been looking for several years. we ultimately decided since we were going to have to apply for a variance, uh, we were told we needed to renew their variance if we were to take that location over since we were applying for one either way that the, uh, location across the street would be a better a better fit for our company. Um, and with Ryan's closing, that location previously wouldn't have been allowed because it was within the dispensary buffer. Excuse me., sorry, my public speaking is not so great. So, Brian Greencare served the neighborhood for several years and, uh, the location we're looking at is directly across the street, approximately uh, 100 ft from property line to property line. Um, this is the location we're looking at. It is we're looking at the northwest the northwest unit. Uh there's a rear alley on this uh property with a fence separating it from the commercial the commercial and the residential. Uh so even by walking you must go all you have to go all the way around to get to the residential area. The nearest alley by the residential zone is uh if you were to walk it that's approximately 650 ft to get to the front door of the shop we're looking at. So, um, so the zoning in Roswell, uh, makes it nearly impossible to find a commercial lot that's 300 ft from residential and also 1500 ft from a, uh, another dispensary or, I'm

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sorry, 1320 ft away from another dispensary. Uh, so that's what uh, when they decided to close down, it kind of opened up that area as a possibility for us to look at. Um, and knowing that we're going to need a variance on either one, uh, we chose to look at this property across the street. And, um, we hope you guys will approve us for a variance. Um, final slide, just a couple pictures of our some of our other stores. Our these are actually two of our two new stores we opened in Albuquerque in the last few months. Thank you very much.

Mayor Jennings: Question. Oh, do you anybody have any questions?

Councilor Heldenbrand: How many people will you employ?

Scott Raymond: Um, the store should Sorry. The store will employ uh 8 to 12 people.

Councilor Heldenbrand: Full time.

Scott Raymond: Full time. Yes, sir. Yeah. Everybody that'll be working at the store would be hired from Roswell. Yep. The uh we have a regional manager that lives in Albuquerque and uh Yeah. Everybody else that works in the store full-time would be that would be that 8 to 12 our people that are hired from within the community.

Councilor Heldenbrand: Thank you.

Mayor Jennings: Any further comments?

Councilor Arnold: Yes. I just want to thank you for your diligence and in choosing Roswell and it evidently, it's been a hard road to hoe, but I really appreciate you being diligent about committing to us.

Scott Raymond: Thank you very much. Thank you. Yeah, we're excited to hopefully get started on uh the next little project here.

Councilor Arnold: Thank you.

Mayor Jennings: Okay, thank you. Yes, now we have other people we have on the list to speak. Mr. Burress

Jim Burress: Mayor, counselors, Jim Buress, 3205 Chiquita Lane. Obviously, this dispensary is in my neighborhood. So, I came here tonight to speak against approval of this. I'd like for you to really consider the commission's vote, 4 to1, and deny it. Okay? It's true. every time someone comes in town, we'd have to uh take a hard look at our zoning rules and then we don't follow them. So, I'm asking for this variance to be denied. I don't really want them in my neighborhood. And if you look at the people that this ordinance is the variance the ordinance is supposed to protect, it's old people and children. Well, there's plenty of children, but I'm a senior. I don't want it in the neighborhood. And I wish you know tonight all we did we talked about how we enforce our own rules and how we should stick to them and do what we said we're going to do. Well, here we are again wanting to uh ask for a variance of the rules that you guys put in place. So, I'm going to speak

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against this. I hope you do deny it. I think we're saturated. I don't think we need anymore. This is my opinion. Of course, this is in my neighborhood. I believe I told the alley was yesterday, day before, and I think that fence they're talking about is already burned to the ground. So, you know, we can talk about temporary borders on these things, but it doesn't mean that we're going to go back and audit them. You may tell me that there's a wall between something right now doesn't mean it's standing tomorrow. So, I'm asking you to just follow the rules that we have in place until you have the opportunity to go back and take a good look at our zoning requirements and your master plan and that was references for the 2016, I believe was the comment was made. So, that's what I have to say. If any questions stand for questions, does anyone have any questions of me I stand for questions.

Mayor Jennings: And next we have Miss Halverson

Juliana Halvorson: Thank you, mayor. Thank you, counselors. I'm here as a constituent. This um planned area is in my neighborhoods. I live at 5 Tucson Road. I have a prepared statement because I want to remind you the P&Z did deny this for good reason. so zoning variance is not a free pass meant for rare situations when a rule creates an unreasonable regulatory burden. That means the rule is truly unfair or impossible to follow even when someone is trying their best. In this case, the cannabis has shown no proof of that. Just showing his slides that other Canada shops are in a residential neighborhood does not show any unreasonable burden. I'm asking each of you personally to think about the families who live in this neighborhood. Our zoning laws were written to protect them. They're asking us to open near a residential neighborhood. They haven't demonstrated that following the existing distance rules would cause them unusual hardship. The law exists to protect the health, safety, and peace of our families, especially our kids, and to keep businesses that that may cause traffic, odor, or other impacts away from where people live. And you saw by the map the resident's nice neighborhood right behind them. The applicant can still meet the intended safety, health, or community protection goals by other reasonable means by finding a location that does not require a variance. We've already seen too many variances granted for cannabis shops in our community. Every time we approve one without strong evidence, we weaken the purpose of our zoning laws and open the door for more exceptions that chip away at our neighborhood's quality of life. I strongly urge this council to vote no on this variance. It's time to hold the line, follow the law as it is written, and protect the integrity of our community planning. Thank you.

Mayor Jennings: Questions here. Any questions? Miss Halvorson Okay, that's the last I believe that's the last person we have on the list to speak.

Dwain Baird: I Sorry, I still wanted to speak, but my name is Dwayne Beard. I live at 138 Squirrel in Pagosa Springs, Colorado. Uh I'm the operations director for the greenhouse. I've worked for this company since 2018 and helped it grow to what it is now. We've always held compliance both with the state and with the local governing bodies and in the very highest of regards. We work hand in hand with local communities that we are a part of by employing local, contracting local, and sourcing materials locally. This location, as uh Mr. Raymond mentioned will require 8 to 12 employees including bud tenders, ship leads, assistant managers, and a manager. All of these will be hired from our from your local area. The location we're proposing needs renovations. We're not a big company that has its own traveling construction crew. We'll need to hire local contractors,

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local painters, electricians, sign manufacturers, and so forth. We will be generating tax revenue for the local community as well. We're not a huge soulless corporation, but we do have five locations throughout New Mexico employing around 40 people. So, we do know what we're doing. We have a great reputation with each of the communities and local that we're a part of. And I'm proud to say that we have never had a single black mark against us in any of our locations. We're from a small town with small town values. We understand what makes communities click and we look very much we look very, excuse me, we very much look forward to being a part of the Roswell community and giving back to this community. That was my prepared statement. I want to uh rebut a little bit of uh some of the concerned um members of the community as well. This is a commercial district. It's designed to be commercial. So, it's designed to handle that traffic. Uh the fence in the back, while I agree, that fence can come down. It has been there for a long time. There is a clear separation all the way down the street between commercial residential. And the business that we're actually replacing is a vape shop and a smoke shop that has moved. We are significantly higher regulated. We are held to uh held to a much higher standard than vape or hemp outlets are. Our stores are community stores. We are very careful with who inside. We have inspections every couple of months to verify that we are staying with state regulations and staying with local regulations. So our security is topnotch. We don't attract a uh we don't attract a lower end crowd. We try very hard, as you can see through pictures of our stores, to have a very nice store, welcoming location, but also make sure the children can't access it because this is just like alcohol. It's not for children. So, with respect, thank you for your time and we look forward to looking do business with you.

Mayor Jennings: Thank you. Anyone have any questions of Mr. Baird

Councilor Moore: I've heard several times that you tried so hard to find a place. How hard have you tried? How many places have you filed applications for or so on and so forth since it's I've heard twice that it was haven't been able to find a good place.

Dwayne Baird: So there wasn't a there wasn't a location that we had found that was even suitable to file an application for until now due to not only residential zoning requirements but the dispensary buffer requirements since you have a rule that uh dispensaries have to be a 1/4 mile apart. Uh all the locations that we had found that were available weren't even worth applying for because you're not going to grant a variance for residential and dispensary buffer and you don't have a precedent for uh for granting those variances as well. So, this is the first location that we've put in an application for, but we do our due diligence before we put in an application. We don't just we don't want to waste your time either and put in an application for every building that we think might be suitable.

Councilor Moore: So, if we vote no to this. Would you possibly be interested in going to where Brian's world?

Dwayne Baird: no. We just uh we negotiations with the landlord broke down. I can let Scott speak because I'm already

Scott Raymond: He asked for double the rent, but the last person was paying. So that pretty much, you know, killed it for me. Mike took that as a marijuana tax. Oh, sorry. Sorry. Yeah, he asked for

double what he was charging uh Roberta at that location. And uh you know, I took that kind of as you know, he wants a marijuana tax on his on leasing his place back out now. Um, and the place across the street is in better condition and has better access uh for a lower price. So, we're not really uh interested in pursuing that location anymore. And it is, like I said, about 100 ft property line to property line from the two locations. So, yeah.

Councilor Moore: And my other that's all my question was I'm go ahead and say my piece about this right now because I felt Oh, it's not for you. It's in general. Um I feel like I'm struggling. Y'all know how I feel about this anyway. Y'all know what my vote's going to be anyway. But my concern is now this is up north in the nice town. Now we now they want to follow the rules all of a sudden. Now we don't want to go out in the variences. Now, now you know, but when it's all down south or on the east side, it's okay. Go ahead. Let it be, let the let the Mecca be next door to it. Let the kids be across in the same parking lot because that's on the south side. That's But now it's on the north side. Now we need to follow the rules since we've been granted way too many variances and so on and so forth. I have a problem with that. And y'all can say what y'all want to say about it, but I have a problem with that. Now, do I agree? Yes, I agree. I totally agree that we made those rules and I said that how many times in the last three or four of these things that we made those rules to begin with and every single month or every other month that come in with can we get a variance? Can we get a can variance? Can it get a variance? And so I'm not okay with that. We made those rules. We either going to stick to them or we need to let them go because I'm sick and tired of having these variance meetings because they're too close. They're too far. They're too, you know, whatever. And I disagree. There's so many empty places in Roswell that you cannot find a place. They're not back to back to 100 yards for a bunch of kids or a senior citizen home. I disagree with that. I lived in Roswell my whole life. There are plenty places you can find and done that. You done your due diligence on that. I have to disagree with that part. But I think that if we're going to if we made these rules, maybe we need to revisit the rules. Maybe we need to relook at them or something. Uh most of this these council weren't here when these rules were made. So they may feel differently. I'm not going to agree to make them less stringent, that's for sure. But if we're going to make the rules, we need to stick to them. Stop changing them every time somebody else comes along and gives us a sob story. They can't find another builder and it costs too much, it's too little, whatever, whatever. Stop changing the rules every other month because somebody else comes up with a different kind of notice or a problem. And like I said, you already know how I feel about this. So, um, but let's think about north side and southside. The rules should be the same. The rules should be exactly the same. just because I live in because my neighborhood's not as nice as yours and y'all go ahead and throw them all on my street on the front street, you know, and because a nice neighborhood is behind this building. Now, you don't want to be in this neighborhood. So, I struggle with that a lot. And y'all know, y'all keep saying there's no different in North and South, but we know good dog well there is. Uh, and just from the comments made today, it just made it a little more clear that that that's true. I yield.

Councilor Arnold: Yes. Thank you, Mr. Mayor. So, I actually have two um two questions. I happen to concur with Councilwoman Moore's statement. It was a little cuz we we've um given variances for as he said, seven of these locations. And there's two things I kind of have stuck out to me is the comments just every you know at every one of these hearings has been that you know the cannabis industry brings in you know a certain environment and we have to be wary of that and that was our first I guess back in 2022 when this kind of came into a front. We were kind of nervous

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about the crowds that would be hanging out at these establishments. And over time, I have not seen any any disruptive behavior around these facilities. I have not seen anything but a very respectable, you know, proprietary business. Um, so I did want to ask the Deputy Chief Taylor if he has as um if the Roseville Police Department has noted any um disruptive behavior that would indicate that these establishments are anything but respectable.

Deputy Chief Taylor: Mayor and Council, thank you ma'am. Um to be honest with you, I personally have not heard of any drastic issues going on with any of these establishments. I was advised actually today I don't know where he went, but uh the chief advised me that uh on his way here there was a fight in front of one in on North Union. that's probably one of the closest and that I've heard of any situation. If it was based off of that business, I can't tell you. but to be clear and honest, I personally have not been aware of any of these establishments bringing riffraff or illegal illicit actions. I hope I'm not standing out of out of means here to say what I want to say. I do agree with Miss Moore 100%. I believe that the council set these zones for a purpose when this first started. And every single one of them that have come in has opened Pandora's box to allow the next one because the very first one that came in and asked for a zone exemption, it was granted. Why were those zone zones even set? that's my personal deal. And I'm sorry to interject my personal on your question, but we've alleviated every single time everybody somebody comes in here. We have rules and regulations that we have to abide by. And we don't take case by case every single time and change them. There're rules, there's regulations, there's reasons for those. And the council has completely annihilated every single time somebody comes in and asks for a change.

Councilor Arnold: Absolutely. Absolutely. That's why we have we have basic precedence that has been said which leads to my next question towards um Mr. Yntema and thank you. I really appreciate your insight all of it. Mr. Yntema considering that we have set serious president pre president um in very similar circumstances just right across the street we approved Brian's there's a number of them we approved Oasis with a child mental health facility right next to it so we have completely um in several instances um approved for these. Now my question for you Mr. Yntema is I I believe that the um the gentleman had if we actually do not approve the gentleman have the ability to appeal to I I believe Miss Hildreth Said um to district court which is a higher court and considering it would go to a higher court and they would have their right to appeal considering that we have set precedent in several of seven cases that is something that I'm looking at I completely agree. If we want to go in and we, you know, amend what we created, what we approved in 2022, it makes sense. But to do that after doing seven and then um hitting up these gentlemen just because we've got a conscience, that's where I'm kind of going, okay, I I agree. Let's do it. Let's pull it up. Let's run it through legal. Let's fix that zoning. that at this point we've had seven cases before where we've done it. So, um, we're just going to we're just going to stop now. And we and that's kind of my point. I mean, it's a it's a battle. I'm always up for reviewing and making things better by doing. But, um, timing is just all for that conscience. So,

Hess Yntema: Mr. Mayor the I'm going to give you the lead the law the lawyer answer. Okay. Um that direct quote from downtown neighborhoods association for city of Albuquerque. The exact show when necessary to approve unnecessary hardship varies from case to case and the city council must make the initial determination by considering all of the relevant circumstances. So in the eyes of the court each case is unique and distinguishable. Okay.

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Councilor Arnold: Thank you very much. I understand.

Council Corn: Thank you, Mr. Mayor. I'm a little off tonight, so I apologize. When was the original act passed? Do you have to clarify?

Hess Yntema: 2021, I believe.

Councilor Corn: 2021. Well, all but a couple of city councilors, all most all of us weren't here when this was passed. Right. Second question. Is there any marijuana shops that's been opened without a variance

Hess Yntema: let me clarify this one. I think cuz some of them were already they wouldn't believe that because they were already grandfather. How many of those were grandfathered? Okay. So, uh, three with two, one of those three was never I'm sorry. The three were So, there's two ways that there could be a cannabis establishment without variance. One is they meet the criteria where they grandfathered in before the orphans. Uh, there are four that don't meet it. Uh, three of those were through bar three. Of those four that didn't need a variance, one never open, two are open now. and what was uh built before the ordinance.

Councilor Corn: Okay. So, how many of them go with the variance?

Hess Yntema: Eight.

Councilor Corn: So, this would be number nine was the variant and four others per primarily because they're grandfathered in or through the establish whatever. So that number is really three that are established and I grab card. Okay. So let me rephrase the question counselor. So I understand grandfather means they were there. You change the rules. They get to stick around. Has there been any open since this ordinance was enacted that didn't require variance? Any?

Hess Yntema: two to have open without any variance.

Councilor Corn: Well, I do agree. We spent a lot of time on these and we either need to go ahead and change the ordinance or keep spending all this time on these things over the 3 to 8 count would indicate to me that maybe it's a little overburden. So that means we need to change the ordinance. In my opinion I'm not volunteer and take all that task. Mr. Chair, I'll serve on your committee and help you, but I'm not going to I'm not going to I'm not going to saddle up on this one as the lead player. And we need we need to get a handle on this. It's interesting to me looking at the cannabis tax that we get the sale of marijuana. It's flat. We got all these shops getting the same revenue. Now, if they're reporting correctly and the states reporting correctly like they should, then that would indicate to me that we don't have any more demand for what's already here. So, good luck. My basic business philosophy is let anybody open up, do what they want to do, and let the fittest survive. And I'm contemplating how I'm going to vote on this thing cuz I'm just kind of getting tired and weary. Just tired and weary. I yield

Councilor Heldenbrand: Mr. Mayor. Council Corn, I agree with you wholeheartedly that I believe this council had nothing to do with this ordinance. And this ordinance was written to be so restrictive against commerce, against business, you know, and they were really proud of

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themselves by saying we really don't want it here. That's why the ordinance is written the way it's written to move it to locations where the general public wouldn't go to. They passed an ordinance in this city that would restrict adult entertainment facilities and they restricted them to commercial industrial areas. Well, that's all done to restrict commerce. And I am a capitalist and believe in free enterprise. And we have seen this seven times and it's passed seven times because this council has demonstrated that they're not in favor of the cannabis ordinances that we have. Otherwise, we would have turned them all down. So, I agree with you, councilor. We need to rewrite this ordinance and I'm willing to take this on the legal committee to reshape this ordinance because I am not going to be anti- business and this is something whether you like it or not your personal preference. This was adjudicated by the state of New Mexico. If you don't want it, go talk to the state. They were the ones who said cannabis is legal. Now, I'm indifferent whether cannabis is legal or not. I'm not a user. Maybe I was when I was in college, but that's a long time ago, but I'm not a user. And it's your choice to be a user whether you want. But I do not recall and I want to that we've had any disturbances associated with any of these facilities. Not one have I heard of. Deputy Chief said the same thing. He has not heard of any disturbance of any magnitude around any of these facilities. So, I believe that this council needs to take the ordinance as it was, take a hard look at it because if you look at available commercial zones in this city, they're all in neighborhoods. They're all in neighborhoods that you wouldn't be able to establish two. Is it two that we didn't have to pass a variance on? We'd only have two of these facilities. So, I'm willing to take that on, councilor, but I think that this whole council should take that on because I believe that the previous council was just trying to be too restrictive and put their own personal, you don't put your own personal needs into being a city councilor. You have constituents that you have to listen to and answer to. It's not my personal belief because I've voted on things and my personal belief would have been vote no, but it's not in the betterment of the constituents in this city. So, you have to remove your personal and look at it from the factual side of things which is what we are charged with. This is not your personal beliefs. We are charged as a quasi-judicial panel tonight to look at the facts and so I will take this on as a legal committee item and I would hope that the rest of the counselors because there's five on that committee that you would all participate because I do believe our whole zoning laws and we're going to take a look at those. We're not going to wait for the new master plan. We're going to start taking a look at all of our zone. If you look at our zoning map, it's a hodgepodge. I don't know who drew that thing up, but it's all over the place. So, I will tell you right now, we've done this seven times. I don't want to do it again. So, we're going to take a shot at redoing our zoning laws. I yield.

Councilor Moore: Mr. Mayor more, excuse me, council Heldenbrand a little bit about it being personal. Uh, it wasn't necessarily personal. Did we want it to be a little stringent because we, you know, when we were cuz I wasn't going to pretend like I wasn't on account because because that that there they gave us several things that we could that we could have power over time that the distance I don't you know and so those are the things that we we went strict on the thing that they we were allowed to be strict on we know it's legal we're not we're not saying that we're not stop trying I don't think there we were trying to stop anyone from being in business so that's not true but they just said that was not necessarily complete. Now, that may be the way it seems, but that wasn't completely how it was. I'm going to stick up for myself because uh cuz you know how I feel about, but I still, you know, we voted on times, we voted on things like that. And it wasn't personal. It was just those are the things, the three things that we were able to, you know, put in to change or chime in on. So it was, like I said, it wasn't personal and it wasn't look, we didn't go out to look

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and see how many places of business there were or any of those things. We were just these are the things that we have a chance that we can that we can limit. And so we that's where we went with those three things that we could limit. So I put I don't appreciate you saying that it was just personal for the whole council. Uh you weren't there. So you really can't speak for the whole council. you can just assume uh what you thought the the reasons were that that we did what we did. But um like I said, I just think that the things that we can that we could make it a little more difficult. Of course, you I mean who needs 52 weed shops? Nobody does. We don't even got 52 donut shops. ask the police. We you know what I'm saying? We don't even have that many of those things. You know what? I saw you. I saw you there. And so I just mean to just think about there's still there's still and if we like you said if we already out of reflux so it can't be that bad. All the people are still here. They're still coming. They're still they ain't stopping none of them from coming to Roswell. They're still coming. So and they know the rules for each place. And so I'm sure this is not the hardest place I've ever found to open up a weed shop, but I just think that's my only thing you that I think it wasn't it wasn't personal and we're all entitled to our own opinion. And since unless you want to go back and listen to all those meetings and all the battles we back and forth, the 52 months it took us weeks and weeks and weeks to change and try to make it fit, you know, because it was brand new to us when we started. It was brand new. So, so some of the rules may seem a little tight, but it was brand new, you know, and so that's why maybe it seemed a little tighter, like I said, because we were we're we started from scratch. And so now that you know,some of the rules have working and it's not the weed places that's causing the problem. It's people that smuggle. It ain't the business itself. I'm sure I seen a couple of police fight at the donut shop. So, you know, there you know, there it's not the place. So,it's the people. I just had to still uh and so it's not personal about like where the place is. It's just in Roswell, you know, we at that point wanted a better place, you know, different quality of life and now things have changed. So, that's why I said I initially said maybe we need to change the rules. And so, and I was there when we made the rules. So, I'm okay. Okay, now I'm waiting for y'all to stop talking cuz the five of y'all was talking while I was trying to talk. That's all I'm saying. I yield so y'all can finish y'all's conversation,

Councilor Cortez: Is the uh is the distance measured from property line?

Meredith Hildreth: Councilor Cortez may the distance according to our chapter 27 under section 27-65 prohibited locations and activities within 300 ft of any residential district measured from exterior property line to exterior property

Councilor Cortez: Meredith, your experience as our plan, how long you've been at planning

Meredith Hildreth: going on 10 years.

Councilor Cortez: How familiar are you with the zoning districts of the city of Roswell?

Meredith Hildreth: I'm very familiar with the zoning districts in city of Roswell.

Councilor Cortez: And what are your qualifications as a planning and zoning professional?

Meredith Hildreth: I have a master's in urban planning. I have 25 years of experience in planning in different types of planning over 11 years in just zoning administration.

DRAFT

Councilor Cortez: Do you feel like you're qualified based off your experience and based off your experience city to give this council an opinion tonight? You can say no as to whether or not based off our zoning ordinance for canvas. The configuration of our zoning versus our residential lots that our zoning ordinance as written creates undue hardship placement cannabis facilities.

Meredith Hildreth: Council Cortez, Mayor, members of the council, under my professional opinion, chapter 27, which regulates cannabis with a 300 ft distance from property line to property line in our city that has commercial corridors abutting residential all up and down. um is restrictive.
Councilor Cortez: Does it create an unnecessary hardship?

Meredith Hildreth: I don't believe it does.

Councilor Cortez: Thank you, Mr. Mayor. I don't remember the exact statute that allows us to go close session, but if somebody help me with that, I would move that we would go to close session to meet with counsel. But I don't know the I don't know the word ordinance off top of my head. It's not written down. It usually is.

Meredith Hildreth: May I add something Mayor? As the chapter 27 is also written, cannabis establishments are supposed to go in the C2 zoning district only. It did not provide provision for C4 which is along the West Second Street Corridor they are it's restricted out of the C3 of the central business district. So yes, I feel that chapter 27 is very restrictive to cannabis establishments given all these parameters. There have been variances to the C1 to the C4 and even in the C3 for establishment that was already there as a medical dispensary.

Hess Yntema: Mr. Mayor, Councilor Cortez I believe what you would like to do is move pursuant to the openings act for close session 10-15-1H.

Mayor Jennings: So we made a request under section 10-15-1H to go into close session for this for the advice of counsel to the council members. Is there we have a motion to do that.

MOTION: Councilor Johnson made a motion that the Council go into closed session, pursuant to NMSA 1978, § 10-15-l(H), to discuss attorney-client privileged communication to deliberate the proceedings. Councilor Corn was the second.

ROLL CALL:	Cristina Arnold	No
	Angela Moore	No
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	No
	Christopher Cortez	Yes
	Juliana Halvorson	Abstain

DRAFT

Motion passed 6-3 with Councilors Arnold, Moore, and Marrujo voting no and Councilor Halvorson abstaining.

FOR THE RECORD: Council went into closed session at 9:26.

For the record, the Council is back in open session at 9:39 pm; we had a closed session pursuant to Section 10-15-l(H) (5); no action was taken and no votes made.

VOTE: Voice vote was unanimous.

Hess Yntema: I think the simplest way to put it is to motion to grant the case as presented. If you vote, you're supporting the shop; if you vote no, you're opposing the shop. Okay. So, would you like to rephrase your motion?

MOTION: Councilor Johnson made a motion for the approval of the retail Cannabis Zoning Case CANN 25-0063. Councilor Arnold was the second.

ROLL CALL:	Cristina Arnold	Yes
	Angela Moore	No
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	No
	Christopher Cortez	Yes
	Juliana Halvorson	Abstain

Motion passed 7-3 with Councilors Moore and Marrujo voting no and Councilor Halvorson abstaining.

AGAINST: Jim Burress and Julian Halvorson
FOR: Scott Raymond and Dwayne Baird

FOR THE RECORD: Councilor Moore left the meeting at 9:44 pm.

53 (46). Ordinance 25-04: Hold a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. Hess Yntema presented this item.

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. Councilor Halvorson was the second.

DRAFT

BACKGROUND: This Ordinance simplifies licensing for short-term vendors (such as Farmer's Market vendors), creates a straightforward license scheme for food trucks, and brings Chapter 7, Article 9 into legal compliance with current case law.

Hess Yntema: Mr. Mayor, Council or Mayor Pro tem it is approaching the 10:00 hour. So, this has been on the agenda for multiple months, so I'll be brief. Our itinerant and transient merchant code, chapter 7, was antiquated and was more appropriate for the 1930s or 40s and had numerous provisions that were flat out unconstitutional. What the city didn't have though was any form of regulation for a more common type of vendor itinerant mobile food trucks. We've incorporated the New Mexico administrative code's definitions into the city code now uh which is a common practice and we've created a permit for food trucks where they have to do certain things. Most importantly, present themselves to the fire inspector um to make sure the propane isn't about to explode the street. And then the other part that was important to the sanitation to the water department is to show evidence of proper disposal of fats. Um we've had a number of reports with people just dumping stuff in the closet and it's gross. In any event, um there's a $100 permit. This was in part placed there in response to comments by the uh brick and mortar people. So they pay $35 a year. They're stuck there for obvious reasons. So, $100, but these two vendors need to know just about who aren't safe. Otherwise, it's really about housekeeping and providing a reasonable but somewhat uh but a reasonable method of keeping the vendors uh happy as well as allowing them to get out but sure our streets are safe and clean. So, I unless there's any questions, I will get out of here.

Mayor Jennings: Okay, thank you. Is there any questions of any of the counselors on uh on this item or on itinerant mobile food establishments? You've had quite a bit of discussion on this. Does anyone have any questions, comments on this public hearing? Does anybody in the audience want to say anything on Okay. All right. So now, We're on item I guess we close our public hearing.

ROLL CALL:	Cristina Arnold	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 9-0 with Councilor Moore being absent.

MOTION: Councilor Heldenbrand made a motion to approve Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. Councilor Cavin was the second.

ROLL CALL:	Cristina Arnold	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes

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Darrell Johnson	Yes
Ed Heldenbrand	Yes
Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Christopher Cortez	Yes
Juliana Halvorson	Yes

Motion passed 9-0 with Councilor Moore being absent.

AGAINST: None
FOR: None

54 (47). Hold a public hearing and vote on a Restaurant A - Beer and Wine only Liquor License with on Premises Consumption only with Patio Service. Joanne K. Baker d|b|a| Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201 (Closed session possible)

BACKGROUND: Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly. Joanne J. Baker d|b|a Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201, has applied for a Restaurant A-Beer and Wine only Liquor License with on Premises Consumption only with Patio Service.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the follows:

- The proposed location is within an area which the sale of alcoholic beverages is prohibited by the laws of New Mexico; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

Hess Yntema: So this is a public hearing and you guys might recall that you the council has to make an affirmative negative finding to deny. So this is kind of an opposite day. So uh for the sake of brevity uh Mr. Mayor, what you can do is ask if there's anybody here to speak against it. And if there's not, the council then has sufficient record to grant because there's nothing negative on the record.

Mayor Jennings: Is there anyone in the audience in here to speak for or against it? Yes. Just against just against it. You don't have to speak against it.

Joanne Baker: I need to correct you in what you said about what the ordinance what we're that we're hearing. It's not… May I do that? Thank you. The way it is read and the way it should be.

DRAFT

I'm Joanne Baker. I'm the owner of Stellar Coffee, also known as Anne Baker. I'm at 315 North Main. And thank you for considering this tonight. it is with premises consumption only with patio service. So, it's not just on the patio. It is the entire lower level shop, not including the front porch, but the shop and the back and the back patio. And that's okay.

Hess Yntema: Mr. Mayor, there should be a motion to hold the public hearing and then the you would ask if there's anybody here to speak against and when there's a negative then you can hold the public hearing.

MOTION: Councilor Halvorson made a motion to hold a public hearing and vote on restaurant A beer and wine only liquor license with non premises consumption only with patio service Joan K. Baker DBA Stellar Coffee Co. located at 315 North 88201. Councilor Arnold was the second.

Councilor Cavin: so I listened to what Councilor Halverson read off, but I also listened to Miss Baker and you're talking about serving alcohol, beer, and wine throughout the facility, not just on the patio.

Councilor Halvorson: And it says on premises consumption only with patio service.

Councilor Cavin: Okay. With just not on the front porch, but everything else is on the roof. That's why I went with her definition. Thank you. Okay. Thank you for the clarification. Okay. Is there anyone else that's speaking against it?

MOTION: Councilor Halverson made a motion to approve a Restaurant A - Beer and Wine only Liquor License with on Premises Consumption only with Patio Service. Joanne K. Baker d|b|a| Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201. Councilor Arnold was the second.

ROLL CALL:	Cristina Arnold	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Will Cavin	Yes
	Carlos Marrujo, Jr.	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes

Motion passed 9-0 with Councilor Moore being absent.

AGAINST: None
FOR: Joanne Baker

NEW BUSINESS / REGULAR ITEMS

DRAFT

PUBLIC PARTICIPATION non-agenda items
My name is Daniel Cedberg, and I live in the historical district of 307, Missouri. I own and operate a bicycle and outdoor store downtown, next to Stella Coffee Co. I am here to advocate for public pedestrian safety. As someone who has managed epilepsy, I feel fortunate, but I recognize that many people rely on cycling, walking, or other means to get around safely. When I first moved to the city, I spoke highly of Roswell's pedestrian safety. However, after three of my friends—regular customers at my shop—were hit by cars, I have become increasingly concerned.

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

Thank you, Mayor Jennings and members of the council. I am pleased to share a positive update on the police department. The new floors have been installed and look excellent. The police administration hired a contractor to complete the drywall in the corridors, and the results are very good. The same contractor will also finish the drywall in the basement and booking room. We recently met with the architect, electrical engineer, structural engineer, and plumbing team to develop a comprehensive solution for the HVAC system, which will include necessary electrical upgrades to bring the building up to code. I want to commend the police department administrative team for their efforts in coordinating these improvements.

ADJOURNMENT

Meeting adjourned at 10:02 p.m.

Approved on this 11th day of September 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

Regular City Council Meeting
Meeting Date: 09/11/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Approval of the minutes from the Special City Council meeting on August 22, 2025. (Halvorson/Martinez)

Attachments

DRAFT Special CC Minutes August 22, 2025

Special Meeting of The City of Roswell Council
Friday, August 22, 2025, at 10:00 A.M.
City Hall – Large Conference Room
425 N. Richardson Ave.
Roswell, NM 88201

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

The meeting reconvened at 10:01 a.m. with Mayor Jennings presiding:

ROLL CALL:	Will Cavin	Present
	Darrell Johnson	Present
	Juliana Halvorson	**Absent**
	Ed Heldenbrand	Present
	Angela Moore	Present
	Cristina Arnold	Present
	Robert Corn	**Absent**
	Juan Oropesa	**Absent**
	Christopher Cortez	Present
	Carlos Marrujo, Jr.	Present

APPROVAL OF THE AGENDA
Approval of agenda - approve the agenda for the August 22, 2025, Special City Council Meeting

Councilor Heldenbrand made a motion to approve the agenda for the Special Meeting of the City Council for August 22, 2025. Councilor Marrujo was the second.

The voice vote was unanimous.

PUBLIC PARTICIPATION ON AGENDA ITEMS
Julius Smith discussed the position of City Auditor.

REGULAR ITEMS

1. Ordinance 25-05: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-05: An Ordinance Amending Chapter 2 of the Roswell City Code Regarding City Auditor Appointment.

BACKGROUND: This amendment clarifies that the City Auditor position provided for in Chapter 2 of the City Code may be an individual or firm that is contracted by the City, and not just an employee.

MOTION: Councilor Heldenbrand made a motion authorize to advertising for a public hearing to consider adopting proposed Ordinance 25-05: An Ordinance Amending Chapter 2 of the Roswell City Code Regarding City Internal Auditor Appointment. Councilor Cavin was the second.

AMENDED MOTION: Councilor Heldenbrand made a motion to amend the motion with the following changes: on page 2, line 16, after CPA, add the following "or Certified Governmental Auditing Professional, or Certified Internal Auditor through the Institute of Internal Auditors." Councilor Arnold was the second.

The voice vote was unanimous.

AMENDED MOTION: Councilor Cortez made a motion to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-05 as amended: An Ordinance Amending Chapter 2 of the Roswell City Code Regarding Internal City Auditor Appointment. Councilor Arnold was the second

ROLL CALL:	Will Cavin	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Angela Moore	Yes
	Cristina Arnold	Yes
	Christopher Cortez	Yes
	Carlos Marrujo, Jr.	Yes

Motion passed 7-0 with Councilors Halvorson, Corn, and Oropesa being absent.

FOR: none
AGAINST: none

2. Approval of ratification of PO 22600754 to J&H Services for the replacement of the RIAC Lift Station in the amount of $3,003,307.48, including GRT.

BACKGROUND: The existing lift station on Hobson Road serving the Roswell Air Center experienced a near-catastrophic failure that resulted in a temporary loss of pumping capacity. Wastewater personnel were able to restore limited service using backup equipment; however, full replacement of the lift station is required to prevent complete service failure.

To expedite replacement under emergency procurement, existing design plans from Freese & Nichols were used to solicit contractor quotes. Four contractors were contacted: J&H Services, Smithco Construction, KE&G Construction, and Enviroworks. Two contractors responded:

- J&H Services – $2,684,885.00 (base quote, excluding GRT)
- KE&G Construction – $3,054,237.00 (base quote, excluding GRT)

Smithco Construction and Enviroworks did not respond. After review, J&H Services was determined to be the lowest responsible bidder. Including Bid Alternate #2 and Gross Receipts Tax (8.2708%), the total project cost is $3,003,307.48. Purchase Order 22600754 was issued to J&H Services under emergency procurement, and ratification is now requested.

MOTION: Councilor Johnson made a motion to approve the ratification of PO 22600754 to J&H Services for the replacement of the RIAC Lift Station in the amount of $3,003,307.48, including GRT. Councilor Johnson was the second.

ROLL CALL:	Will Cavin	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Angela Moore	Yes
	Cristina Arnold	Yes
	Christopher Cortez	Yes
	Carlos Marrujo, Jr.	Yes

Motion passed 7-0 with Councilors Halvorson, Corn, and Oropesa being absent.

ADJOURNMENT

Meeting adjourned at 10:49 a.m.

Approved on this 11th day of August 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

Regular City Council Meeting 18.
Meeting Date: 09/11/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Eastern New Mexico State Fair Lodgers' Tax Funding Request in the amount of $20,000 for Sponsorship. (Corn/Conyers)

BACKGROUND:
Initiated by: Tommi Jo Conyers

The Eastern New Mexico State Fair (ENMSF) requested Lodgers' Tax funding for their event scheduled for September 29--October 4, 2025. City Council approved $20,000 on a reimbursement basis to support marketing, sanitation, and security. In addition, ENMSF requested sponsorship of the event. Following a meeting with City Administration, a draft agreement has been negotiated to provide $20,000 in sponsorship, pending approval by the governing body.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security (with the old policy of 50% reimbursement)

- FY2023- Awarded $75,228.63- Expended $24,249.93
- FY2024- Awarded $44,500- Expended $38,908.11
- FY2025- Awarded $47,020- Expended $35,213.10

FINANCIAL CONSIDERATION
Funding Source: In the FY26 Adopted Budget line item 26224081 672828. $20,000 in sponsorship

LEGAL REVIEW:
The Legal Department has reviewed the sponsorship draft agreement. They will finalize the agreement upon approval by the governing body.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board voted (5-0) to recommend that the City of Roswell negotiate sponsorship with ENMSF at its July 22, 2025, meeting. The Finance Committee voted (5-0) to award ENMSF $20,000 for marketing, sanitation, and security, and to open negotiations with the City of Roswell for sponsorship at their August 7, 2025, meeting. The City Council voted (10-0) to award ENMSF $20,000 for marketing, sanitation, and security, and to open negotiations with the City of Roswell for sponsorship at their August 14, 2025, meeting. The Finance Committee recommended approval 5-0 at its meeting on September 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented

Attachments

FY23 ENMSF Reimbursement Tracking Form
FY24 ENMSF Reimbursement Tracking Form
FY25 ENMSF Reimbursement Tracking Sheet
FY26-DRAFT Sponsorship Agreement
Exhibit A- Special Event Fee Invoice

EVENT NAME: 2022 Eastern NM State Fair

DATE(S): 10/3-8/22 **Awarded Amount** **45,000.00**

Reimb Due date: 1/6/2023

1/6/2023 Partial granted

Revised Reimb date: extension; rec 4/11/23 **completed date: 5/1/2023-JJ**

ELIGIBLE EXP	VENDOR	DESCRIPTION	REQ AMT	ELIGIBLE INVOICE AMT	DOCUMENTATION PROOF OF PAYMENT	DOCUMENTATION PROOF OF WORDING	50% ELIG AMT	COMMENTS
✓	PVB Radio Ads	Radio Ads	3,771.96	3,771.96	Check#32031	✓	1,885.98	
	NM Print House	T-shirt giveaway	181.16	181.16	Per Leslie remove 4/11/23		90.58	No proof of performance
	Desgins by Destiny	Freshie giveaways	300.00	0.00			0.00	Non-eligible 4a/c
	V12 Digital Graphics	Banners	485.25	0.00			0.00	Non-eligible 4a/c
	NM Printhouse	Baseball Cap giveaway	1,242.24	0.00			0.00	Non-eligible 4a/c
	Vice Golf	Golfball giveaway	707.34	0.00			0.00	Non-eligible 4a/c
	Vista Print	Business Card (Passes)	190.63	0.00			0.00	Non-eligible 4a/c
	Gate One	Web	91.66	0.00			0.00	Non-eligible 4a/c
	Gate One	Website Maintenance	438.07	0.00			0.00	Non-eligible 4a/c
	Gate One	Website Maintenance	437.56	0.00			0.00	Non-eligible 4a/c
	Gate One	Website Maintenance	437.56	0.00			0.00	Duplicate
	Gladstone	Web based participant registration	1,033.38	0.00			0.00	Missing but non-eligible
	Regroup-texting	Calling geo-fencing program	3,500.00	0.00			0.00	Non-eligible 4a/c
	US Post Office	Survey Mailing	166.06	166.06			83.03	Missing receipt
✓	Office Max	Envelopes, labels, Stamps for mailing	388.36	388.36	Visa CC 2226		194.18	
	Judaun Prichard	Mailings	336.79	336.79			168.40	Missing receipt and N/E expenses; not acceptable per Janie
✓	US Post Office	Postage for invites	60.00	60.00	Visa CC 2226		30.00	
	SCP-Security	Security	2,765.00	2,765.00	Missing Invoice		1,382.50	Received copy of check from bank per Chad/Janie ok to pay
	SCP-Security	Security	12,772.50	12,772.50	Missing Invoice		6,386.25	Received copy of check from bank per Chad/Janie ok to pay
	SCP-Security	Security	5,250.00	5,250.00	Missing Invoice		2,625.00	Received copy of check from bank per Chad/Janie ok to pay
✓	Demarees	Portapotties	1,768.47	1,768.47	Invoice #13528/Check#32131		884.24	
✓	City of Roswell	Sanitation	1,435.63	1,435.63	Invoice does not match		717.82	Received copy of check from bank per Chad/Janie ok to pay
✓	Quality Janitorial	Sanitation	15,427.39	15,427.39			7,713.70	
✓	City of Roswell	Sanitation	4,176.54	4,176.54	Invoice does not match		2,088.27	Received copy of check from bank per Chad/Janie ok to pay
	Starr Janitorial	Sanitation	281.55	0.00	Invoice 87024 Missing cleared check/or copy of CC		0.00	
		TOTAL	57,645.10	48,499.86			**24,249.93**	
			50% Eligible Exp.	24,249.93			**24,249.93**	eligible for **$45,000.00** of award amount
						Balance	20,750.07	

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EVENT NAME: ENMSF

DATE(S): 10/2/2023-10/8/2023 **Awarded Amount** **44,500.00**

Reimb Due date: 1/5/2024

Reqd Reimb date: 1/5/2024 via email **completed date:** **1.30.2024/TJC**

ELIGIBLE EXP	VENDOR	DESCRIPTION	REQ AMT	ELIGIBLE INVOICE AMT	DOCUMENTATION PROOF OF PAYMENT	PROOF OF WORDING	50% ELIG AMT	COMMENTS
X	City of Roswell	Parade- Equiptment rental, sanitation, police	7,490.00	5,570.00	Ch # 32314		2,785.00	Equiptment rental- N/E
	City of Roswell	Main Entrance- Equiptment rental	1,620.00	0.00			0.00	Equiptment rental- N/E
X	Quality Janitorial	Clean and Sanitize Facilities	2,659.90	2,659.90	Ch #: 32776		1,329.95	
X	Quality Janitorial	Clean and Sanitize Facilities	15,427.39	15,427.39	Ch #: 32776		7,713.70	
X	TNT	Portable Toilets	3,963.90	3,963.90	Ch #: 32861		1,981.95	
X	City of Roswell	Water	1,964.49	394.92	Ch #: 32846/32764		197.46	Partially Reimbursed
X	SCP	Security	27,562.84	27,562.84	Ch #: 27002		13,781.42	
X	Tyler Carter	Digital Billboard/ Advertising	484.69	484.69	Ch #: 32496	X	242.35	
X	Roswell Daily Record	Advertising	184.44	184.44	Ch #: 32348	X	92.22	
	NM Mounted Patrol	Security	500.00		Ch #: 32394		0.00	Need Invoice-N/E- Donation to MP
X	Starr Janitorial	Sanitation supplies	9,922.22	9,922.22	Ch #: 32389		4,961.11	Need individual invoices- Submitted 1/24
X	Roswell Daily Record	Advertising	919.03	919.03	Ch #: 32779	X	459.52	
X	Pecos Valley Broadcasting	Radio Advertising	4,304.76	4,304.76	Ch #: 32774	X	2,152.38	
X	Roswell Daily Record	Advertising	1,518.70	1,518.70	Ch #: 32853	X	759.35	Old LT logo on PoP/Ok per JJ
X	Majestic Communications	Radio Advertising	1,000.00	1,000.00	Ch #: 32853	X	500.00	
X	City of Roswell	Sanitation supplies	3,903.42	3,903.42	Ch #: 32886		1,951.71	
							38,908.11	

50% Eligible Expense 0.00 **38,908.11** eligible of **$44,500.00** awarded amount

Balance 5,591.90

City Council 244 of 258 Roswell, NM

EVENT NAME: ENMSF

DATE(S): 9/30/2024 - 10/5/2024 **Awarded Amount** **47,020.00**

Reimb Due date: 1/7/2025

Rec'd Reimb date: 1/5/2025 **completed date:** **1/24/2025**

ELIGIBLE EXP	VENDOR	DESCRIPTION	INVOICE AMT	ELIGIBLE INVOICE AMT (50%)	DOCUMENTATION PROOF OF PAYMENT	PROOF OF WORDING	ELIG AMT	COMMENTS
Y	TNT Portable Toilets	Restrooms/Handwashing stations/sanitation	$6,865.09	$3,432.53	Check		$3,432.53	
Y	Quality Janitorial	Sanitation	$15,409.27	$7,704.64	Check		$7,704.64	
Y	Lore's Cleaning	Sanitation	$2,587.20	$675.00	Check		$675.00	
Y	Gate One Web	Website advertising	$473.50	$236.75	Check	Y	$236.75	
Y	Roswell Daily Record	Newspaper advertising	$1,213.83	$606.92	Check	Y	$606.92	
Y	Roswell Daily Record	Newspaper advertising	$256.90	$128.45	Check	y	$128.45	
y	Roswell Daily Record	Newspaper advertising	$822.06	$411.03	Check	Y	$411.03	
Y	Starr Janitorial	Sanitation	$270.94	$135.47	Check		$135.47	
Y	SCP Secuirty	Security services	$29,500.00	$14,750.00	Check		$14,750.00	
N	City of Roswell	Barricades/Personnel	$3,010.00	$0.00	Check		$0.00	Equiptment Rental
Y	Starr Janitorial	Sanitation products	$9,540.69	$4,770.35	Check		$4,770.35	
Y	Pecos Valley Broadcasting	Radio ads	$4,304.76	$2,152.38	Check	Y	$2,152.38	
Y	Amazon	Postcard stamps for mailed ads	$153.80	$76.90	Card	Y	$76.90	
Y	Officemax	Postcards for mailed ads	$265.35	$132.68	Card	Y	$132.68	

Eligible Expendes	**$35,213.10**	eligible for **$47,020** of award amount
Awarded Amount	**$47,020.00**	
Balance	**$11,806.90**	

City Council
245 of 258
Roswell, NM

Eastern New Mexico State Fair 2025
Lodgers' Tax Sponsorship Agreement

Article 1.0 PARTIES AND DURATION

1.1 The parties to this Agreement are Easter New Mexico State Fair ("Party"), an incorporated business and the City of Roswell, NM. ("City" or "Sponsor").

1.2 **Eastern New Mexico State Fair** is incorporated in the **State of New Mexico** having its principal office located 2055 SE Main, Roswell, NM 88203.

1.3 The Sponsor is a municipal corporation agency located in New Mexico having an office at 425 N. Richardson, Roswell, NM 88201.

1.4 This Agreement is effective immediately upon its authorized execution by both parties.

Article 2.0 PURPOSE

2.1 **Eastern New Mexico State Fair** is in an annual tourist event organized by **Eastern New Mexico State Fair Board**.

2.2 In order to generate funds to pay the expenses of operating **Eastern New Mexico State Fair**, Eastern New Mexico State Fair contracts with businesses to promote their goods and services at the event.

2.3 The Sponsor desires to utilize the public relations opportunities offered by **Eastern New Mexico State Fair** to promote goods/services and the City as a whole.

Article 3.0 SPONSORSHIP PACKAGE

3.1 **Eastern New Mexico State Fair** shall:

a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist related event, or at attraction from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, Exhibit 1,

b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to the youth (36" or shorter) when accompanied by an adult ticket holder during the **Eastern New Mexico State Fair**,

c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly,

d. expend or encumber all funds before the final day of the **Eastern New Mexico State Fair**,

DRAFT

e. comply with all policies, rules and regulations applicable to each event under City laws and policies, and

f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

3.2 Sponsor will be included on the Sponsor Page of **Eastern New Mexico State Fair** with a link to a sponsor page (link: www.seeroswell.com).

3.3 Sponsor will be included on the sponsor page of any event programs, fliers, postcards, posters or any other advertising, if produced.

Article 4.0 CONSIDERATION

4.1 The Sponsor shall provide to **Eastern New Mexico State Fair** cash consideration of **$AMOUNT** in consideration for the advertising services provided under Article 3.0. The sponsor shall also waive the Special Event Fees owed to the City of Roswell for street closures and personnel, Exhibit A.

4.2 The amount set forth in paragraph 4.1 shall be due to Eastern New Mexico State Fair within seven (7) days of the signing of this Agreement.

Article 5.0 INSURANCE

5.1 **Eastern New Mexico State Fair** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 6.0 TERMINATION

6.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 7.0 ASSIGNMENTS

7.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by **Eastern New Mexico State Fair** without prior written consent of the City, which the City may withhold in its total discretion.

Article 8.0 MISCELLANEOUS

8.1 City shall have the right, at all reasonable times, to inspect **Eastern New Mexico State Fair** goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.

DRAFT

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

8.3 Any failure to submit receipts shall result in an obligation that **Eastern New Mexico State Fair** return any unaccounted-for consideration.

8. 4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, **Eastern New Mexico State Fair** and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the EFFECTIVE DATE, the Effective Date hereof.

"City"

CITY OF ROSWELL

_____

By: Chad Cole
City Manager

"Eastern New Mexico State Fair"

Eastern New Mexico State Fair

_____

By: Adriann Ragsdale
Director

CITY SEAL

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
Hessel Yntema

City Attorney

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CITY OF ROSWELL INVOICE

Special Event Services 2025

2025-012

$8,470.00

City of Roswell Public Affairs

425 N Richardson St
PO Box 1838
Roswell, NM 88202

Event Name: ENMSF
Event Dates: Parade- 9/29/25-- Entrance 9/29/25-10/4/25 **Location: Main Street/SE Main**
Street Closures: Main from College to McGaffey

QUANTITY	DETAILS	PRICE	LINE TOTAL
	Street Closure:		
68	Barricades:	10.00	680.00
150	Barrels (entrance)	2.00	300.00
	Sand Bags	5.00	
130	Cones (50 for entrance)	2.00	260.00
10	Warning Signs (2 for entrance)	10.00	100.00
2	Programmable Signs (entrance)	300.00	600.00
	Water- Spicket	10.00	
	Water- Hydrant Setup	75.00	
	City Personnel	30.00	
32	Streets 16 x 2 hours	30.00	960.00
100	Emergency	55.00	5,500.00
70	Trash Cans (1trash Bag per can @ $1)	1.00	70.00
	Electrical (Per Day)	15.00	
	RECREATION FEES:		
	Field Maintenance	469.00	
	Bathroom Maintenance/1st stock	184.00	

Net Total	$8,470.00
Tax N/A	-
TOTAL DUE	$8,470.00

Reminder: Balance must be paid at least 14 days before your event.

Payments can be made to:
The City of Roswell
RE: Special Events
425 N. Richardson Roswell, NM 88201

CONTACT INFORMATION
TJ Conyers
575-315-5183
t.conyers@roswell-nm.gov

An account needs to be set up for any santitation needs. Sanitation- 575-624-6746

Meeting Date: 09/11/2025
COMMITTEE: CONTACT:
CHAIR:

Summary:
Recognition of Adrianne Vigil (Girl Scout Troop 18044) Proper Disposal of the New Mexico State Flag -- NM House Bill 468

Regular City Council Meeting
Meeting Date: 09/11/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Employee Out-of-state Travel (Halvorson/Martinez)

Per Resolution 24-55: All Out-of-State travel shall be communicated to the City Council before travel. Below is a list of employees traveling out of state by department. Memos for each department are attached.

Attachments

Visitor Center Travel Notice FY26
RPD Travel

ROSWELL
New Mexico

Public Affairs

MEMORANDUM

City of Roswell

To: Mayor, City Council, Chad Cole, City Manager
From: Amanda Dickerson, Guest Service Supervisor
Department: Visitor Center
Date: 8/27/2025
Subject: FY26 Travel Notification

Below are the scheduled travel destinations for this year's Travel Adventure Show, which the Visitor Center will be attending as part of the Co-Op Grant coordinated by the City of Santa Fe Tourism Department. This grant allows representation from New Mexico True, along with the cities of Santa Fe, Albuquerque, Las Cruces, Red River, Taos, Farmington, Roswell, and Carlsbad.

These shows are one of our largest marketing opportunities, giving us the chance to connect with more than 10,000 attendees per show who are actively seeking new travel destinations. They provide us with an excellent platform to promote Roswell—highlighting the UFO Festival, Air Races, local events, attractions, downtown shopping, businesses, and community organizations on a large scale.

Travel Adventure Show Schedule:

- **Phoenix, AZ** – February 11–16 (City Vehicle)
- **Los Angeles, CA (Long Beach)** – March 5–9 (Fly)
- **Dallas, TX** – March 26–30 (Fly)
- **Denver, CO** – April 9–13 (City Vehicle)
- **Fort Lauderdale, FL** – February 26–March 2 (Fly)

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6203
FAX: 575.624.6700

ROSWELL
New Mexico

Public Affairs

City Employees Traveling:

- Amanda Dickerson – Guest Services Supervisor
- Dorothy Ramirez – Guest Services Lead

Thank you,

Amanda M. Dickerson
Guest Services Supervisor

Department Head Approval: _____ Date: 8/29/25

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6203
575.624.6700

seeroswell.com

Roswell Police Department

CHIEF LANCE BATEMAN

MEMORANDUM
To: City Council Members
From: Chief Lance Bateman
Date: August 26th, 2025
Subject: Notification of Out-of-State Training for Department Personnel

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Dear Council Members,

The following personnel are scheduled for out-of-state training.

1. **Michael Fry**
   - **Rank/Position:** Support Service Lieutenant
   - **Training Program:** Master Taser Instructor
   - **Location:** Scottsdale, Arizona
   - **Dates:** September 14th, 2025– September 20th, 2025
   - **Purpose/Objective:** This class will allow us to continue teaching in-house instructors for taser.
2. **Trong Nguyen and Narciso Santillan**
   - **Rank/Position:** Support Service Sergeant and Detective
   - **Training Program:** CLI
   - **Location:** Prescott Valley, Arizona
   - **Dates:** September 14th, 2025– September 20th, 2025
   - **Purpose/Objective:** Preparing for advancement within the department. (They were supposed to go to Colorado, but switched classes.
3. **Brad Bailey**
   - **Rank/Position:** Patrol Sergeant
   - **Training Program:** CLI
   - **Location:** Hutchinson, Kansas
   - **Dates:** August 24th, 2025 – August 29th, 2025
   - **Purpose/Objective:** Preparing for advancement in the department.
4. **Adrian Jimenez and Victor Bolanos**
   - **Rank/Position:** Patrol Officers
   - **Training Program:** 1st Responder Mental Health and Wellness Conference
   - **Location:** El Paso, Texas
   - **Dates:** October 2nd, 2025– October 3rd, 2025
   - **Purpose/Objective:** To help fellow officers with mental health when needed.

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Chief Lance Bateman

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 21.
Meeting Date: 09/11/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-05: Hold a public hearing to consider adopting proposed Ordinance 25-05: Amending Chapter 2 of the Roswell City Code Regarding City Auditor Appointment. (Heldenbrand/Cortez)

BACKGROUND:
Initiated by: Councilor Cortez

This amendment clarifies that the City Auditor position provided for in Chapter 2 of the City Code may be an individual or firm that is contracted by the City, and not just an employee.

FINANCIAL CONSIDERATION
N/A

LEGAL REVIEW:
Legally sufficient.

BOARD AND COMMITTEE ACTION:
The Ordinance proposed was at Councilor Cortez's request after the City Council Meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Admin Code 2025 amendment 25-05 FOR PUBLICATION Clean Copy

ORDINANCE 25-05

AN ORDINANCE AMENDING CHAPTER 2 THE ROSWELL CITY CODE REGARDING CITY INTERNAL AUDITOR APPOINTMENT

WHEREAS, the City of Roswell (the "City") has the authority and obligation under NMSA1978, §3-12-4 to provide for certain appointed officers; and

WHEREAS, the Attorney General in Opinion 22-02 has provided additional guidance on the interpretation of §3-12-4; and

WHEREAS, clarifications and additions regarding appointed officers and City Council procedures to the City's Administrative Code would be beneficial to efficient and ethical running of City business and will improve accountability and administrative functions of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION Chapter 2 of the Roswell City Code is hereby amended as follows:

ARTICLE II. GOVERNING BODY

DIVISION 1. GENERALLY

Sec. 2-53 Creation of Offices Appointed Officers

(a) There shall be independent offices apart from City departments. These offices are the Office of the Clerk, Office of the Treasurer / Finance Officer, Office of the Chief of Police, Internal City Auditor, and Office of the City Attorney.

(b) The appointive officers of the city shall be a city manager, city clerk, city treasurer/finance officer, chief of police, internal city auditor, and city attorney.

(c) The governing body, at its discretion, may in lieu of having an in-house office of the city attorney, contract with an outside individual or law firm for legal services.

(d) The governing body, at its discretion, may in lieu of having an in-house Internal City Auditor, contract with a qualified individual or firm for such services.

Sec. 2-91. – Internal City Auditor.

The office of Treasurer shall have an Internal City Auditor, separate from the state-mandated external auditor. The Internal City Auditor shall be nominated by the mayor for approval by the governing body. If approved, the Internal City Auditor will be employed through the Treasurer's office. The Internal City Auditor will report to the governing body through the Audit Committee, comprised of the Treasurer and the chairs of the Finance, Legal, Public Safety, and Infrastructure committees. The Treasurer shall chair the Audit Committee. Any action requested shall be referred

to the appropriate standing governing body committee. All reports of the Internal City Auditor shall be available upon request to any governing body member.

(a) Duties: The Internal City Auditor shall provide financial, performance, and compliance services as provided under Generally Accepted Government Auditing Standards (the Yellow Book). Further duties shall be prescribed by contract.

(b) Qualifications: The Internal City Auditor shall, at minimum, be a licensed CPA in New Mexico, a Certified Government Auditing Professional, or Certified Internal Auditor under The Institute of Internal Auditors (IIA), and have no less than 3 years' experience in government auditing or internal auditing.

SECTION All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED, and APPROVED September 11, 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

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ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 22.
Meeting Date: 09/11/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, and pertaining to union negotiations. (Halvorson/Yntema)

BACKGROUND:
Initiated by: Hess Yntema

Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, and pertaining to union negotiations. (Halvorson/Yntema)

FINANCIAL CONSIDERATION
Not applicable

LEGAL REVIEW:
The City Attorney has reviewed.

BOARD AND COMMITTEE ACTION:
Not applicable

STAFF RECOMMENDATION:
Not applicable