



**ALBUQUERQUE PUBLIC SCHOOLS**

Procurement

*Accelerate Progress for Students*

Winston Brooks  
SUPERINTENDENT

Mark Heckart, C.P.M.  
EXECUTIVE DIRECTOR

January 28, 2014

**BID NO:** 14-038RR-SL Travel Services on Demand for APS

**DATE:** February 25, 2014

**TIME:** 10:30 a.m.

**LOCATION:** Albuquerque Public Schools  
(Address for Procurement Department  
Hand or Courier 6400 Uptown Blvd NE, Suite 500E  
Delivery) Albuquerque, NM 87110

**U.S. MAIL DELIVERY:** Albuquerque Public School  
Procurement Department  
P.O. Box 25704  
Albuquerque, NM 87125  
(Allow appropriate time for delivery to the Procurement  
Department location before the deadline time and date).  
***PLEASE NOTE OUR NEW ADDRESS CHANGE***

**CONTACT:** Robert C. Russell, District Buyer  
[russell\\_r@aps.edu](mailto:russell_r@aps.edu), (505) 878-6123

**SPECIAL INSTRUCTIONS:** Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned unopened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

sls

**BID NO. 14-038RR-SL**  
**TRAVEL SERVICES ON DEMAND FOR ALBUQUERQUE PUBLIC SCHOOLS**

**INTENT:** Albuquerque Public Schools (APS) invites you to bid on the **Travel Services on Demand** for the Albuquerque Public Schools in accordance with the attached specifications.

**INFORMATION FOR BIDDERS**

1. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
  - Information for Bidders
  - General Terms and Conditions
  - General Conditions
  - General Requirements
  - Scope of Work
  - Specifications and Pricing
  - Campaign Contribution Disclosure Form
  - Conflict of Interest and Debarment/Suspension Certification Form
  - Resident Veterans Preference Certification (Signature Page)
  - Terms and Conditions (Signature Page)
  
2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids.**
  
3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please refer the specific situation to the buyer for clarification before processing.
  
4. **Qualifications of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or

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law that applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

**INFORMATION FOR BIDDERS CONTINUED**

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Robert C. Russell, Buyer, telephone number (505) 878-6123; for clarifications of the specifications or other technical aspects of this bid may be made by contacting Pat McClaren, telephone number (505) 880-2571. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.  
  
Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analysis and has made provision as to the cost thereof in his bid.
6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.
8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**
10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. Bid is for product only.

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11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 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 illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.
13. **Promotional Gifts and Activities:** APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

**Insurance:** The Contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed.

1. Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico Statutes.
2. Public Liability Insurance: At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Worker's Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

**Liability Insurance:** The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence  
\$1,000,000 Bodily Injury and Property Damage aggregate

General Liability Insurance shall be provided with the following limits.

\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence  
\$50,000 Fire Damage (any one fire)  
\$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

\$1,000,000 Bodily Injury and Property Damage combined per occurrence

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\$1,000,000 Bodily Injury and Property Damage combined aggregate

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations. The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits. \$1,000,000 combined single limit bodily injury or property damage per occurrence.

3. Auto Insurance: Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

Contractor shall carry professional liability and automobile liability insurance up to the limits of the Tort Claims Act, to-wit: Contractor must submit proof of auto insurance prior to services to the Albuquerque Public Schools. In any action for damages against a government entity or a public employee while acting within the scope of his duties as provided in the Tort Claims Act (41-4-1 to 41-4-27 NMSA 1978), the liability shall not exceed:

- a. The sum of one hundred thousand dollars (\$100,000) for damage to or destruction or property arising out of a single occurrence; and
- b. The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically-related expenses arising out of a single occurrence; and
- c. The sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses as permitted under the Tort Claims; or
- d. The sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

Contractor also agrees to keep such insurance in force throughout the term of the contract, including any renewals, including any renewals, and to notify APS immediately if such insurance is not in force. Failure to comply with this provision may result in immediate cancellation of the contract. APS recommends that professional liability insurance be maintained at a level of \$1,150,000.00 which exceeds the limit of the Tort Claims Act. In addition, the contractor's employees shall be insured for Worker's Compensation if applicable.

**Errors and Omissions:** Bidder shall submit a copy of certificate of Professional Liability Insurance, Errors and Omission with bid submittal. Minimum acceptable coverage is \$1,000,000 single limit.

Successful contractor **must** furnish proof of coverage to the APS Procurement Officer **prior** to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department. APS will not be held responsible for lost or stolen equipment, tools, or materials from job sites.

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**Fingerprints and Background Checks**

Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1) New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110.

Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$44.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

**Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.

**Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.

**GENERAL TERMS AND CONDITIONS**

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance on contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title, or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Failure to examine any specifications and/or instructions will be at bidder's risk.

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Although this contract is being bid on behalf of the Schools and Community Partnerships Department, individual schools, state agencies or local public bodies will be referred to the successful Contractor (s) in the event of requirements that can be adapted to the specific items awarded

**GENERAL CONDITIONS**

1. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

**Contract Modification Continued:** Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

3. **Form of Contract:** Following bid award a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA number.

4. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA. Delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the

full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PA number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-3788.

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When Applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

5. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) days in arrears at the rate of one and one-half (1.5%) per month. APS **will not** automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date, and computation to verify charges. Typically payment schedule will be 30-45 days.

**GENERAL REQUIREMENTS**

1. **Scope of Work:** The purpose of this bid is to establish pricing for a Travel Services Bid for the Albuquerque Public Schools. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO PERFORM TRAVEL SERVICES IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE SERVICE REQUESTED.**

Albuquerque Public Schools (APS) is one of the nation's largest school districts encompassing a geographical area that includes all of Bernalillo County. An elected board of seven members, serving staggered terms of four years each, govern the district. The present superintendent is Winston C. Brooks. District offices are located at 6400 Uptown Blvd NE. Other administrative and organizational functions are located at various points in and around the city. APS is also the area's largest employer with approximately 12,000 employees.

APS wishes to establish a comprehensive contract with a qualified travel agency for travel services to be provided for the entire district. Consolidating the district's business has proven to reduce overall expenses and improve services to travelers. Estimates for the 2014-2015 expenditures are in the \$200,000 range and include car rental as well as airfare. This is not a commitment to purchase, but rather for the offeror's reference to contract activity.

Scope of the contract may include APS faculty/administrative travel, arrangements made for individuals or groups hosted by APS, and personal travel for any employee.

Travel agent shall make reservations, issue and deliver tickets and provide traveler itineraries for all commercial modes of transportation. Air travel is by far the most common; however, other arrangements may be required from time to time. Air passenger tickets must be issued from approved Airline Reporting Corporation (ARC) ticket stock. Agent shall make adjustments as necessary for any changes in travel schedules. Tickets and billings shall be modified or reissued as needed. There shall be a timely effort to notify travelers of airport closings, cancelled or delayed flights and the like. Agent shall provide APS with advance seat assignment, advance boarding passes and last seat availability on all airlines for which agent can offer these services. Note that APS travelers are generally required to take the least expensive fare. Off-peak, excursion, promotional and other types of discount fares must be used when available. If a traveler refuses the lowest fare, he/she must have prior approval from APS or personally pay the difference. APS will typically approve a more expensive ticket if a cheaper fare will not allow the traveler to arrive on time or the departure time is not feasible.

Agent shall also reserve commercial rental vehicles as maybe negotiated on behalf of APS or at the lowest rate possible and include this information in the traveler's itinerary. Specifically, required are



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pick-up and return points, reservation numbers, special instructions etc. Agent will take advantage of any government or corporate discounts, coupons, special insurance rates etc. which may be applicable.

Reservations for lodging are rarely required, but if needed, agent shall make such arrangements. The traveler's itinerary shall include confirmation or reservation numbers, rates and all other required information. Agent shall make available to APS any guaranteed corporate or other discount rate it may have negotiated with any hotel.

International travel is also rare at APS, but agent must also be prepared to arrange for foreign travel reservations, hotel accommodations and car rental services as required. The same lowest fare instructions apply. Agent will also be able to provide technical advice on such matters as foreign currency, current exchange rates, required vaccinations, baggage requirements, appropriate clothing, locations of American embassies/consulates, fee, departure taxes, car insurance and the like. Agent shall assist travelers in obtaining passports and/or visas as necessary.

The services of the travel agent may or may not be required for conferences. Many are offered with special arrangements already in place for a particular airline, blocks of hotel rooms, etc. It may not be possible to improve on such pricing and APS will typically accept the conference package.

Traveler's itineraries shall be provided in a timely manner and shall contain all necessary information including but not limited to APS travel authorization number (TAN), flight number, departure/arrival times for each segment of the trip, ground transportation facilities at destination, hotel information, confirmation and cancellation numbers. Agent shall also furnish travel estimates or potential itineraries if requested for planning purposes.

The travel agent may be required to deliver tickets from time to time, but most tickets are issued electronically and available at the airport upon presentation of valid traveler identification. When an APS employee wishes to travel, his or her request is submitted to the Chief Business Officer for review. Upon approval, the employee is issued a "Travel Authorization Number" (TAN) which is then given to the travel agent. No travel arrangements are to be made without proper authorization. Approved airline tickets and car rental are charged to an APS credit card and paid directly by APS. Compensation due and payable to the travel agency in the form of commissions, etc. by various airlines is not the responsibility of APS and the district will assume no liability for such payment. Neither will APS assume any liability for failure of the travel agency to properly confirm a traveler as an APS employee on official business or in the event of disregard for established APS travel policies and procedures. Any suspicious activity such as suspected bogus authorization numbers and the like are to be reported to APS at once.

The travel agent must operate of established facilities located within the general geographical boundaries of the APS district. Office (s) must be situated in locations (s) readily accessible to the general public with all furnishings, computer equipment and system, communications services/devices and related items existing and in place. All personnel shall be experienced in all aspects of the travel

and transportation industry, and have proper authorization to act as agent for the various carriers with appropriated approvals. The agency shall provide at least eight (8) hours of daily service compatible with the APS standard workday, generally 8:00 – 4:30PM, Monday through Friday. Emergency toll free numbers and back-up personnel shall also be available.

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CONTRACTING WITH APS**

**CONTRACT PERIOD:** The terms of any contract as a result of this solicitation will be in effect for one (1) year following award. Contingent upon funding and mutual agreement of both parties, the contract may be extended for three (3) additional years, one year at a time. The total duration of this contract, including exercise of any renewal options shall not exceed four (4) years. Regardless of the termination date, any services initiated prior to that time will be carried to successful and timely conclusion by the original travel agent. APS also reserves the right to extend this contract on a short-term basis should negotiations for a new contract be still in progress or if the replacement proposal document should not be finalized. Contract may be cancelled by either party with sixty (60) days written notice. This stipulation shall not affect or limit the right of either party under standard default provisions.

Price escalation will be **considered** at renewal years only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Price escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will re-bid.

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**SPECIFICATIONS AND PRICING:**

The district understands that airlines have reduced and may eventually eliminate some or all commissions to travel agencies. Will you charge a certain fee for each ticket issued or a percentage of each transaction (or the monthly gross) and, if so, how much? Or will you charge a flat monthly fee or use some other pricing mechanism? How will the district be billed for these charges and do you anticipate any charges? How will fuel surcharges, airport fees and similar impact the contract? How will credits or refunds be handled? If an employee should die or unexpectedly leave the district, can the money for that person's ticket be credited to APS by refund either all or in part, transferred to another ticket or similar? What precautions are in place to avoid refunds given to individuals when the credit belongs to APS?

1. APS will not reimburse mileage as a separate item. Contractor is expected to travel in his/her own vehicle within the school district as necessary for verification of data and any required information gathering. He/she will also attend all meetings, briefings, presentations and the like as required for the progress and successful conclusion of the project at his/her own expense.
2. APS holds a Class 9 Non-Taxable Transaction Certificate which does not exempt the district from payment of applicable taxes on services. Any pricing structure developed by the potential contractor for purposes of this proposal will be without tax. Tax rates will fluctuate as determined by law and will be added to invoice as a separate item with a grand total clearly set forth. Contractor will be responsible for timely payment of any taxes due as a result of this project.
3. Office space, clerical staff, reproduction service other than occasional copies for general convenience, or materials which are the responsibility of APS to provide will not be furnished by the district.
4. Invoice(s) will be specific as to dates and services performed and will coincide with the fee structure as finally negotiated between the contractor and APS.
5. Certain costs incurred on behalf of the district strictly in connection with this project may be reimbursed with prior approval. Such items as long distance telephone charges or out-of-town travel if required and approved by APS may be considered.

**SEPARATE AND LABEL THIS INFORMATION AS SECTION A:**

**FIRM HISTORY:** Provide a brief summary of the organization of your particular firm. Include the name (s) of its owners, principal; officers etc. and the number of employees. Where is the office (s) located? How long has the firm been in business? Identify subcontractors, if any. Identify the personnel to be assigned to APS. At least one person within the firm is to be designated as the "APS Contact". This person must be familiar with all aspects of this contract and be able to resolve any problems that may arise. Be exact as to the scope of his/her authority and position within the company. Supply your Federal I.D. Number and your New Mexico CRS Number if applicable.

**AUTOMATION:** Describe your agency's ability to provide the required automated reservation, ticketing and accounting services. Indicate the equipment system (s) that is in place. With which airlines (s) are you

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affiliated? What happens if cheaper fares are available from another carrier? Do you anticipate any problems with the APS system of authorizing employee travel? How will you ensure that proper precautions are taken within the framework of your business? What is your plan for handling this contract? Do you have adequate staff, equipment etc.? What services can you offer to the traveler? For example, the possibility of a list (on-line?) of all flights, cost of air fares etc. going to a particular location within a certain time frame? If so, how will you provide that information and at what cost? Do you have any specific requirements of APS?

**SERVICE LEVEL:** Explain your agency's emergency policies and procedures. What happens if a traveler is stranded or has a seat assignment for a non-existent seat? How will you replace lost or stolen tickets and how are those claims processed? Can you assist in locating missing luggage or replacement of other documents such as passports, etc? Do you have toll-free telephone numbers? Web Site? How will after-hours calls be handled? Note any fees involved.

An APS purchasing card or corporate travel card is used to charge airline tickets and vehicle rentals. Is this compatible with your business operation? If you wish to propose alternate car rental contracts, please use this section. APS may consider a different recommendation if there is an advantage in doing so. If you do not wish to suggest changing the present system, do you have an existing relationship with these companies and will you be able to continue the current arrangements with no inconvenience to APS? Will employees renting cars need a personal credit card even though the charge is to be billed to APS? If a traveler waives the CDW coverage, and an accident occurs is the employees personal insurance responsible or does APS pay? Discuss any other aspects of car rental which you may wish to bring to the attention of the district.

APS may wish to recommend the services of the successful agency to its employees for leisure travel arrangements. It is emphasized that no employee will be personally required to use and contract with whoever APS may award for official travel, but many may prefer to do so. Please respond as to whether or not you are interested in this segment of business. If so, discuss the services available.

**SEPARATE AND LABEL THIS INFORMATION AS SECTION B:**

**REFERENCES:** Provide references of at least three (3) clients for whom you have done comparable work. It is acknowledged that a large school district such as APS may be one of a kind; however, the intent of this section is to be able to verify competence and capability to undertake a complex project. References may be either from the public or private sector. Do not use APS as a reference. Include contact person with current address, telephone number and e-mail address.

**SEPARATE AND LABEL THIS INFORMATION AS SECTION C:**

**LIABILITY INSURANCE:** Specify the professional liability insurance which your firm carries, who is covered and the limits. Provide proof of same. If your surety will send this information under separate cover, please note.

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**SEPARATE AND LABEL THIS INFORMATION AS SECTION D:**

**PRICING:**

*Cost Per Transaction Fee incl. air, car, hotel  
(one reservation made for each traveler)* \$ \_\_\_\_\_

*Car and/or Hotel Only reservations* \$ \_\_\_\_\_

*Management Reports* \$ \_\_\_\_\_

*Toll Free number during business hours* \$ \_\_\_\_\_

*After Hours Emergency Service* \$ \_\_\_\_\_

*After Hours Non-Emergency Service* \$ \_\_\_\_\_

*Delivery of paper tickets during normal delivery  
schedule* \$ \_\_\_\_\_

*Overnight FedEx Delivery* \$ \_\_\_\_\_

*Frequent Flyer Award Ticket* \$ \_\_\_\_\_

*Lost Ticket Processing* \$ \_\_\_\_\_

*Total Cost* \$ \_\_\_\_\_

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**BID NO. 14-038RR-SL**  
**TRAVEL SERVICES ON DEMAND FOR ALBUQUERQUE PUBLIC SCHOOLS**

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

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

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

The following definitions apply:

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

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

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By:

\_\_\_\_\_

Relation to Prospective Contractor:

\_\_\_\_\_

Name of Applicable Public Official:

\_\_\_\_\_

Date Contribution(s) Made:

\_\_\_\_\_

\_\_\_\_\_

Amount(s) of Contribution(s)

\_\_\_\_\_

\_\_\_\_\_

Nature of Contribution(s)

\_\_\_\_\_

\_\_\_\_\_

Purpose of Contribution(s)

\_\_\_\_\_

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
TRAVEL SERVICES ON DEMAND FOR ALBUQUERQUE PUBLIC SCHOOLS  
BID NO. 14-038RR-SL  
CONFLICT OF INTEREST**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

## Resident Veterans Preference Certification

### BID NO. 14-038RR-SL TRAVEL SERVICES ON DEMAND FOR ALBUQUERQUE PUBLIC SCHOOLS

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

**Please check one box only**

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative) "

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**ALBUQUERQUE PUBLIC SCHOOLS  
BOARD OF EDUCATION  
TERMS AND CONDITIONS  
Bid No. 14-038RR-SL**

**Preparation of Bids**

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initiated by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

**General**

Brand Names: It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

**Award**

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the NM Taxation and Revenue Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

**Packing, Shipping and Invoicing**

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

**Patent Indemnity**

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleged infringement.

**Warranties**

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**Inspection**

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

**Assignment**

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

**Non-discrimination**

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

**Changes**

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

**Kickback Statement**

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**Termination**

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his suppliers at any tier.

**Contingency**

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**Other Applicable Laws**

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

**Non-Collusion**

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative \_\_\_\_\_

Type or print name of above \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Area Code and Telephone No. \_\_\_\_\_

Contractor's License No: \_\_\_\_\_  
(If Applicable)

Resident Certification No: \_\_\_\_\_  
(If Applicable)

Fax No: \_\_\_\_\_

Wats Line (If available) \_\_\_\_\_

Federal ID No.: \_\_\_\_\_