The New Mexico Institute of Mining and Technology
Request for Proposal (RFP)

PROJECT NAME: Travel Services

PROPOSAL NUMBER: RFP 2110006S

RFP DUE TIME AND DATE: November 18, 2020 at 2:00 PM (Local Time)

PURCHASING CONTACT: Purchasing Services Office
Attn: Chief Procurement Officer
575-835-5881
Kimela.Miller@nmt.edu

LOCATION: New Mexico Institute of Mining & Technology
Attn: RFP #2110006S
Brown Hall, Rm 110
801 Leroy Place
Socorro, NM 87801
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INSTRUCTIONS TO PROPOSERS

1.1 It is the Proposer’s responsibility to deliver their offer by the date and time indicated in this Request For Proposal (RFP) for Travel Services. The date and time of receipt will be stamped on the offer by the Purchasing Services Office and held in a secure place. Offers received later than the due date and time shall not be considered. Offers submitted by fax or email shall not be considered. Proposers should never leave a offer with any New Mexico Institute of Mining and Technology (NMIMT) office or NMIMT individual for delivery to the Purchasing Services Office.

1.2 This RFP contains specific requests for information. However, in responding, Proposers are encouraged to include in their offers any additional information they believe relevant and valuable. Sales and general promotional material should not be included, specific product literature may be included. The offer must be specific and must be responsive to the criteria set forth in this request.

1.3 Clarification of instructions, terms and conditions, insurance, and preparation or submission of offers shall be made only by the Purchasing Services Office. No other source within NMIMT is authorized to explain, interpret, or give information concerning this RFP document. Further, no contact between the Proposers and the end-users of the goods or services is permitted until an offer is selected and a contract signed. Questions must be submitted in writing and should be restricted to clarification of the RFP. Proposers should reference their questions to specific RFP sections, paragraphs and page numbers. Questions may be faxed to 575-835-5887 or emailed to purchasing@nmt.edu. All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal is due. Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at http://www.nmt.edu/purchasing-services. Receipt of addenda must be noted on the Proposer’s offer confirming the receipt of any and all amendments.

1.4 This RFP implies no obligation on the part of NMIMT, nor does NMIMT’s silence imply any acceptance or rejection of any offer. NMIMT reserves the right to accept or reject any or all offers or any part thereof, and to waive any technicalities or informalities in the offer if in the best interests of NMIMT. Incomplete offers may result in dismissal of all or part of the response.

1.5 The offer should be delivered to the Purchasing Services Office at the address shown on page 1. A total of four (4) copies (without pricing) and one (1) original (with pricing) are required. Please label the original and ensure an original inked signature. The completed offer must be in a sealed envelope or box marked with “Request for Proposal” and corresponding RFP number. Note: the Purchasing Services Office is closed at lunch M-F from noon until 1:00 p.m. If hand delivering, please time your arrival accordingly.

1.6 Each offer must give the complete mailing address of the Proposer and must be signed by the Proposer with the Proposer’s legal authorized signature on the forms included in this RFP, electronic signatures are not acceptable. An offer by partnerships must be signed by one of the members of the partnership or by an authorized representative. Offers by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all signers should be typed or printed below the signature. Unsigned offers will be considered non-responsive and returned to the Proposer.

1.7 Offers shall not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and one or more NMIMT representatives.

1.8 Offers will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Proposer shall be evaluated is detailed further in this document.

1.9 If a Proposer has assisted with the development of the proposal or has provided specifications, that Proposer MAY NOT submit an offer.

1.10 Each offer must be typed and legible. Failure to include all information requested in the RFP documents may render the Proposer’s offer non-responsive and the offer may be returned to the Proposer. All information must be entered in ink or typed and corrections must be initialed.

1.11 No employee of NMIMT shall have any direct financial interest with any Proposer’s company. Any violation of this provision will render the offer void unless it is approved by the Board of Regents after full disclosure by the employee.
1.12 Proposer’s response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in an offer not being considered. All travel expenses are the responsibility of the Proposer.

1.13 Proposer’s offer must be bound and indexed and must use, where required, the forms provided in the RFP. Proposers should organize each copy of their offer as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the offer may be eliminated from consideration.

1.14 The Chief Procurement Officer will make every effort to adhere to the following schedule however the schedule is subject to change.

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Request for Proposal</td>
<td>NMIMT Purchasing</td>
<td>October 18, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Conference and Site Visit</td>
<td>NMIMT Purchasing Proposer</td>
<td>N/A</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Proposer</td>
<td>November 11, 2020 @5:00 PM (local time)</td>
</tr>
<tr>
<td>Deadline for Addendum(s)</td>
<td>NMIMT Purchasing</td>
<td>November 12, 2020 @5:00 PM (local time)</td>
</tr>
<tr>
<td>Submission of Offer</td>
<td>Proposers</td>
<td>November 18, 2020 @2:00 PM (local time)</td>
</tr>
</tbody>
</table>

2. MODIFICATION AND WITHDRAWAL OF OFFER

2.1 Any offer may be modified prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq. NMSA 1984 Supp. A late modification of an otherwise successful offer that makes its terms more favorable to NMIMT will be considered at any time it is received.

2.2 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no Proposer may withdraw its offer within ninety (90) days after the actual date of the opening. Prior to award, offers may be withdrawn anytime by written notice, or in person by Proposer’s authorized representative.

2.3 No Proposer shall be deemed responsible if it has been debarred by NMIMT, if in the preceding twelve months it has failed to perform any contract, or if Proposer’s bonding company has been required to complete the work of a contract for Proposer.

3. RFP TERMINATION

3.1 This RFP in no manner obligates NMIMT to the eventual purchase of any services or goods described, implied or which may be offered, until confirmed by a written contract. Progress towards this end is solely at the discretion of NMIMT and may be terminated without penalty or obligation at any time prior to the signing of a contract. NMIMT reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

4. EVALUATION CRITERIA

4.1 Offers shall be evaluated by a committee comprised solely of three to five (3-5) NMIMT employees. Offers must address each of the following criteria. Each offer may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If offer is a Joint Venture, Proposer shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Proposer cannot be awarded both a resident preference and a resident veteran business preference. Proposers shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation and Revenue. Offers will be evaluated by NMIMT on the following factors:
### 4.1.1 Identification Number

<table>
<thead>
<tr>
<th>Experience and Past Performance</th>
<th>Evaluation Criteria</th>
<th>Basis for Evaluation</th>
</tr>
</thead>
</table>
| 1.0 Experience and Past Performance | The Proposers should have extensive experience, the ability, capacity and skill in the area of travel services. Furnish three (3) examples of previous projects similar to the requirements stated in NM Tech’s SOW. The information should include the following:  
  a. Name and location  
  b. Name, address, email address and telephone number of owner’s representative  
  c. Project description | The previous work experience for the firm will be evaluated for their similarity to the requirements of NM Tech as stated in the SOW. In addition, customer satisfaction will be evaluated. |

<table>
<thead>
<tr>
<th>Approach to Providing Deliverables</th>
<th>Weight</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0 Approach to Providing Deliverables</td>
<td>Weight 30%</td>
<td>Cost 30%</td>
</tr>
<tr>
<td>2.1 Approach</td>
<td>Proposer should confirm the approach that they will utilize to provide the required deliverables as described in the SOW.</td>
<td>Overall methodology to be employed; analytical procedures to be used; problem solving techniques used to provide deliverables.</td>
</tr>
</tbody>
</table>
| 2.2 Resume(s) | Proposer is to provide resumes for all proposed key personnel which would include their education, qualifications / certifications, tenure with the company, and experience with projects of this size and complexity. | Resumes will be evaluated to determine the adequacy of the individual / firm being offered. Adequacy will be determined by reviewing such factors as:  
  Applicable experience towards the position proposed  
  Education  
  Experience/Qualifications with projects similar in nature. |

<table>
<thead>
<tr>
<th>Cost</th>
<th>Weight 30%</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0 Cost</td>
<td>Proposals should include sufficient cost detail to provide the service requirements of this RFP. Cost assumptions made by the Offeror should be explained in sufficient detail to confirm the Offeror’s understanding of the financial risks and cost elements to meet the requirements of the SOW.</td>
<td>Cost will be considered in the overall evaluation of proposals regarding cost consciousness, cost realism, probable costs, cost reasonableness, financial adequacy, and understanding of the contract requirements as reflected in the cost and financial information. Proposals which do not reflect a reasonable relationship of cost to the work to be performed may be viewed as a failure to comprehend the contract requirements.</td>
</tr>
</tbody>
</table>

4.2 The price portion of the offer shall remain sealed until the evaluation committee has completed its evaluation of the technical portions for all Proposers and has prepared technical scores for each. The evaluation committee will evaluate each Proposer’s offer and then establish, by consensus, percentage points for each evaluation criteria. Award will be made to the Proposer(s) who receives the highest total score.

5. TERMS AND CONDITIONS

5.1 General

5.1.1 NMIMT’s Terms and Conditions are an equal and integral part of this RFP.

5.1.2 This RFP, addenda, and all attachments will be considered to be part of and incorporated into the resultant contract or purchase order by reference.
5.1.3 The Proposer shall include all applicable costs in their proposal, including but not limited to licenses, materials and labor.

5.1.4 If applicable, the freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.

5.1.5 This RFP constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for in this RFP. This RFP and the resultant contract(s) shall be interpreted and governed by the Laws of the State of New Mexico.

5.1.6 NMIMT reserves the right to select the combination of goods and services that appear best-suited to meet the needs of NMIMT. NMIMT reserves the right to reject any offer outright even if technically superior, if such an offer exceeds NMIMT’s available resources.

5.1.7 In evaluating the responses, the Purchasing Services Office reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to the Proposer that best serves the interests of NMIMT.

5.1.8 Expenses for developing offers, pre-proposal and site visits, and for demonstrations, if requested, are entirely the responsibility of the Proposer and shall not be chargeable in any manner to NMIMT.

5.1.9 NMIMT reserves the right to negotiate a change in Proposer’s representative if the assigned representative is not supplying NMIMT’s needs adequately. The right shall carry forward through the RFP period and the full time during which the service acquired as a result of the Request for Proposal is provided to NMIMT.

5.1.10 If Proposer’s offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between NMIMT and Contractor. NMIMT reserves the right to make multiple awards as a result of this RFP.

5.1.11 The Purchasing Services Office will contract for the proposed goods and / or services from the selected Contractor. Third-Party Subcontractors to the Contractor will be expected to comply with all terms and conditions of the award. During the term of the agreement, no work is to be performed by the Contractor without the express written consent of the Purchasing Services Office. Any work performed without written authorization shall be at the Contractor’s expense. Any resulting agreement will be the exclusive statement of understanding between the parties with respect to its subject matter and shall consist of the following, in order of precedence:

1) NMIMT RFP 2110006S
2) Proposer’s Offer

5.1.12 NMIMT shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, NMIMT shall notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. NMIMT reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

5.1.13 The Proposer must state those standard terms and conditions which the Proposer will expect NMIMT to consider. Any deviation from proposal specifications must be clearly identified by the Proposer. This RFP will prevail in the event of a conflict between the Proposer’s offer and the RFP. NMIMT will consider but is not bound by any Proposer’s standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

5.1.14 It shall be each Contractor’s responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

5.1.15 The selected Contractor(s) shall be required to provide insurance certificates to the Purchasing Services Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by NMIMT. The following minimum amounts are required:
WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

Single Limit $500,000 OR
Bodily Injury Liability $100,000 each person and $500,000 each occurrence
Property Damage Liability $100,000 each occurrence

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

Single Limit $500,000 OR
Bodily Injury Liability $100,000 each person and $500,000 each occurrence
Property Damage Liability $100,000 each occurrence

5.1.16 The Contractor(s) will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damages to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, and his agents, and employees, including losses, expenses, or damages sustained by NMIMT.

5.1.17 Each party will be solely responsible for its liability for bodily injury, including death, or damage to property under the common law or statutory law of New Mexico and for only its own attorney fees and costs arising from the act or failure to act of such party or of its regents, directors, members, shareholders, officers, agents and employees pursuant to this Agreement; provided however, the foregoing obligation is a statement of responsibility pursuant to common and statutory law only and does not constitute an agreement to indemnify. The liability and responsibility of New Mexico Institute of Mining and Technology shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4- through 41-4-27, and of any amendments thereto, and shall be construed and applied in accordance with the laws of the State of New Mexico, irrespective of the conflict of law and choice of law principles of New Mexico or any other jurisdiction.

5.1.18 The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold NMIMT free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney’s fees.

5.1.19 NMIMT, is an agency of the State of New Mexico. In accordance with State Statutes, Sections 7-9-13 and 7-9-54, sales of TANGIBLE PERSONAL PROPERTY to NMIMT are specifically exempted from the state Gross Receipts Tax. This exemption does not apply to the purchase of services, leases of property, or items purchased for a construction project.

5.1.20 All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item.

5.1.21 Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002

5.1.22 A Nontaxable Transaction Certificate (NTTC) can be obtained from NMIMT by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

5.1.23 In accordance with NMSA 13-1-129, Proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Contractor. Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting entity with no obligation by NMIMT.

5.1.24 The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an
individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: [http://www.uscis.gov/files/form/i-9.pdf](http://www.uscis.gov/files/form/i-9.pdf) NMIMT’s E-Verify Company ID Number is 165512

5.1.24 Any Contractor and Subcontractor(s) working on a contract(s) entered into subsequent to this RFP shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

5.1.25 When appropriate, Contractor agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes (“GRT”) have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor agrees to certify to the City of Socorro that all applicable Gross Receipts Taxes (“GRT”) have been reported and paid under location code 25-125 for work performed in the incorporated areas of Socorro.

5.1.26 During the term of this agreement, NMIMT reserves the right to contract with the awarded Contractor for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.

5.1.27 NMIMT reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by NMIMT personnel or a third party under contract with NMIMT. NMIMT shall give the Contractor reasonable notice prior to conducting any audit and upon receiving the notice from NMIMT the Contractor agrees to fully cooperate with the auditors.

5.1.28 Unless otherwise specifically stated by the Proposer, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and Proposer shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation unless otherwise agreed to in writing at the time of award. Proposer also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by offeror. All applicable UCC warranties, express and implied, are incorporated herein.

5.1.29 The performance of the Contract by NMIMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMIMT’s decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMIMT decides that sufficient funds are not available and / or sufficient appropriations and / or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate the Contract or propose modifications to accommodate the insufficient funds and / or appropriations and / or authorizations. If NMIMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMIMT’s notice give NMIMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate the Contract. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMIMT be liable for any financial or other penalty on account of any termination or modification of the Contract as a result of insufficient funds, appropriations or authorizations.

6. DISCUSSIONS WITH PROPOSERS AND AWARD

6.1 The Procurement Code permits, and NMIMT reserve the right to conduct discussions with any or all Proposers, or to make an award of a contract without such discussions based only on evaluation of the written offers. NMIMT likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. NMIMT shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

6.2 If NMIMT is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of NMIMT. Negotiations will then be initiated with the next most qualified, or the procurement process will be terminated and new proposals requested.
7. PROCUREMENT CODE

7.1 This award shall be made pursuant to the provisions of the Procurement Code governing procurement of goods and services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

8. RESIDENTIAL PREFERENCE

8.1 A New Mexico resident business shall be awarded the equivalent of five percent (5%) of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-22 NMSA. If applicable, document the residential preference number in the Offer form and attached your certificate to your response. The preference may not be combined with the Veterans Preference, but may be used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from residential preference laws.

9. VETERANS PREFERENCE

9.1 A New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference between seven percent (7%) and ten percent (10%). The preference may not be combined with the residential preference. Procurements involving federal funds are excluded from veterans preference laws.

10. TERM

10.1 The terms of this agreement shall be for one (1) two (2) year with the option to renew this agreement for up to an additional two (2) one (1) year terms by mutual consent, not to exceed four (4) years in total.

11. PUBLIC INSPECTION

11.1 General: After award, the register of offers shall be open to public inspection. Each offer, except those portions for which the Proposer has made a written request for confidentiality, shall also be open to public inspection.

11.2 Confidential Data: If a citizen of this State requests disclosure of data, for which a Proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the citizen’s request and make a written determination that specifies which portions of the offer should be disclosed. Unless the Proposer protests under Section 13-1-172 NMSA 1978, the offer will be so disclosed. The offer shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

12. LICENSES AND PERMITS

12.1 The Contractor must keep himself informed of, and in adherence to, all laws and ordinances governing any matter related to the services to be performed. The Contractor shall obtain all necessary licenses and permits, and shall be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any dispute which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes. The Contractor shall be solely engaged in this type of work and service.

13. CONTRACT TERMINATION

13.1 NMIMT reserves the right to terminate the contract with ninety (90) days written notice by the Chief Procurement Officer via certified mail to the address listed on the signature page of the RFP if any of the terms of the proposal and subsequent contract are violated.
13.2 If, through any cause and as determined solely by NMIMT, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, NMIMT shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of NMIMT, become the property of NMIMT, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to NMIMT for damages sustained by NMIMT by virtue of any breach of this agreement by the Contractor, and NMIMT may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due NMIMT from the contract is determined.

13.3 NMIMT may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by NMIMT as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the “Termination for Cause” clause will apply.

14. GOVERNMENT FLOW-DOWN PROVISIONS

14.1 The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “New Mexico Institute of Mining and Technology (NMIMT)” and the “Chief Procurement Officer” respectively. The following provisions of the FAR apply at the specified order dollar amounts:

<table>
<thead>
<tr>
<th>Title</th>
<th>Applicability</th>
<th>FAR Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal Employment Opportunity</td>
<td>All Orders</td>
<td>52.222-26</td>
</tr>
<tr>
<td>Debarment and Suspension</td>
<td>All Orders</td>
<td>52.209-5</td>
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<tr>
<td>Rights in Data</td>
<td>All R&amp;D Orders</td>
<td>52.227-14</td>
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<tr>
<td>Anti-Kickback Act</td>
<td>Construction Over $2K</td>
<td>52.203-7, 52.203-12</td>
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<tr>
<td>Audit &amp; Negotiations</td>
<td>All Orders Over $100K</td>
<td>52-215-2</td>
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<td>Davis Bacon Act</td>
<td>Construction Over $2K</td>
<td>52.222-6</td>
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<tr>
<td>Contract Work Hours &amp; Safety Stds</td>
<td>Construction and Labor</td>
<td>52.222-4</td>
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<td>E-Verification</td>
<td>All Orders</td>
<td>52.222-54</td>
</tr>
<tr>
<td>Certification and Disclosure</td>
<td>All Orders Over $100K</td>
<td>52.203-11</td>
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<tr>
<td>Regarding Payments to Influence</td>
<td></td>
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<tr>
<td>Certain Transactions</td>
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<tr>
<td>Clean Air Act</td>
<td>All Orders Over $100K</td>
<td>52.223-1</td>
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<td>Patent Rights</td>
<td>All Orders</td>
<td>52.227-11, 52.227-12</td>
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<tr>
<td>Buy American Act</td>
<td>All Orders over $3K</td>
<td>52.225-1</td>
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15. SCOPE OF WORK

15.1 The Purchasing Services Office, on behalf of the Board of Regents of the New Mexico Institute of Mining and Technology (NMIMT) requests sealed competitive proposals from each Proposer to enable NMIMT to determine which Proposal is best able to serve all of the criteria which are considered in the proposal.
15.2 Background. NMIMT seeks comprehensive travel services that will meet the objective of providing worldwide business travel planning that contain both efficiency and value while meeting the mission requirements for NMIMT Departments and Divisions. This is not intended to be an exclusive contract.

15.2.1 The scope of this RFP is twofold. The main objective is to provide travel for services for the First Responders program, and the second objective is to provide business travel services for all employees and staff of NMIMT. NMIMT requires that the selected contractor(s) have the flexibility to adapt its business operations and systems to changes, which may occur within NMIMT’s internal and external operations, as well as within the travel industry. NMIMT requires professional travel service assistance throughout the calendar year, with variances in the intensity level depending upon location and season. Special ticket deliveries may be required to residential or temporary sites from time to time. The selected Contractor(s), at their own discretion, may offer the same performance and pricing to support personal travel for employees, employee families and students of NMIMT. All associated costs with personal travel shall be borne by the traveler and have no liability on NMIMT.

15.3 Volume. During the last 48 month period, transactions were processed with a total value of over $11M in air travel for NMIMT. We do not have the statistics on how much travel is domestic and international. Also, we do not have statistics on how many tickets are purchased via credit card or what types of cards are being used. Authorization for NMIMT business travel is subject to budgetary and policy constraints. While no reduction in travel requirements are anticipated, NMIMT cannot guarantee the actual business volume generated.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Total Value</th>
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<td>FY17</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$11,795,344.31</strong></td>
</tr>
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</table>

Our most used city pairs are Albuquerque, NM to Washington DC; Albuquerque, NM to Honolulu, HI; Albuquerque, NM to New York City, NY. Our most used airlines are American, Delta, and Southwest. The EMRTC First Responder program predominately uses the current Contractor for travel.

15.4 Representative of Parties. For the purposes of notices, consents, and approvals herein required by either of the parties, their respective representative shall be:

NMIMT: NMIMT Purchasing Services Office
801 Leroy Place
Brown Hall, Rm 114
Socorro, NM  87801

For Contractor: Name and address on the Offer Form

15.5 For Official Travel, this Statement of Work shall apply to all Departments and Divisions of NMIMT located in Socorro NM, and shall include all off-site offices located in Albuquerque NM.

15.6 For personal travel, the selected Contractor, at their own discretion, may offer the same performance and pricing to support personal travel for employees, employee families and students of NMIMT. All associated costs with personal travel shall be borne by the traveler and have no liability on NMIMT.

15.7 Transition of Service. If at any time the services rendered hereunder are terminated, for cause or at the conclusion of the contract term, the incumbent Contractor shall continue responsibility for travel arrangements and / or travel related problems that are booked prior to the date of termination, unless there are circumstances beyond the control of the Contractor, such as insolvency or force majeure causes. The incumbent Contractor shall allow for and assist in the transfer of traveler profiles. The successor Contractor shall assume travel arrangements booked beginning the first day of the new contract term.

15.8 Assignment of Contract. The contract entered into for the performance of these specifications may not be, in whole or in part, assigned or transferred, directly or indirectly, without the prior written consent of NMIMT.

15.9 Force Majeure. Neither NMIMT nor the Contractor shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include, but not limited to, acts of nature, riots, acts of
war, governmental regulations superimposed after the act, earthquakes or other causes beyond the reasonable control of either party. In the event of any occurrence, which a party considers a cause for delay or failure of performance, the party affected shall promptly notify the other party.

15.10 Scope of Operations. NMIMT approved Contractor(s) shall have the right to represent Departments and Divisions within the Institute in making travel arrangements and procuring travel-related services unless special arrangements/approvals are required. Students and Non-employees may also request travel arrangements. Required services may include any or all of the following activities:

- Airline schedule information
- Airline reservations
- Airline ticketing
- Hotel reservations
- Rental car reservations
- Other ground transportation
- Billing and management reporting
- On-site travel seminars

15.10 Method of Administration. There is no central travel office to coordinate travel arrangements for NMIMT. Requests for travel services are handled on a decentralized basis. Requests may be initiated by the individual traveler or by Department or Division secretary or administrative assistant. Therefore, the Contractor’s personnel must be able to provide timely response to inquiries and requests from many persons within NMIMT.

15.11 Service Requirements for official travel. NMIMT allows travelers to choose the lowest economy fare or the best reasonable fare that meets their arrival and departure requirements. First class travel is never allowed. Tickets may be non-refundable, partially refundable or fully refundable, at the discretion of the traveler.

15.11.1 The Contractor shall:

15.11.1.1 Offer alternate routings and times and waitlist reservations on lower fares;

15.11.1.2 Clearly communicate penalties, restrictions, and advance purchase fare requirements for all reservations to NMIMT travelers at the time such reservations are made and with the issuance of the ticket and reservation documentation. Any penalties or other fees which may be assessed as a result of any error or omission on the part of the Contractor shall be borne entirely by the Contractor. The Contractor shall observe any booking procedures necessary to obtain discounts at no additional cost to NMIMT;

15.11.1.3 Assist the traveler in making travel changes that become necessary as a result of schedule changes. Any penalties or other fees which may be assessed as a result of this travel change must be clearly communicated to the traveler.

15.11.1.4 Assist in negotiating with travel vendors for any group fares and rates on behalf of NMIMT and shall take all actions necessary to book reservations at such fares and rates at no additional cost to NMIMT; and

15.11.1.5 Unless otherwise specified at the time of reservation, place all car rentals with nationally known car rental agencies with access to rental services at the airline terminal.

15.12 Travel Documents. The Contractor shall issue all travel documents for domestic and international travel to be used in conducting travel by NMIMT travelers, and NMIMT sponsored programs in accordance with standard industry practices and procedures.

15.12.1 Itinerary copies must be printed in a standard format reflecting, at a minimum, the following:

- Traveler’s legal name;
- Carrier(s);
- Flight number(s);
- NMIMT Department Name, where applicable;
- Departure and arrival times for each trip segment;
- Origin and destination of each trip segment;
● Ground transportation arrangements made by the Contractor;
● Any confirmation numbers supplied by travel providers;
● Name, phone number(s) and location(s) of lodging establishment(s) and ground transportation provider(s) booked by the Contractor; and
● When advance payment is required to obtain a specific fare, the following statement must be printed on the invoice/itinerary: “Advance payment of excursion airfare is a condition of obtaining this ticket”.

15.12.2 Changes in Travel Documents Prior to Departure Date: The Contractor, at no cost to NMIMT, shall make all changes in travel documents which may be required due to rescheduling on the part of NMIMT or on the part of the travel provider prior to the commencement of the trip.

15.12.3 Delivery of Travel Documents by the Contractor:

15.12.3.1 Provide delivery of travel documents (physically or electronically) to the location and / or person specified at least 24 hours prior to the commencement of scheduled trips, or earlier as required by airline fare rules or as specifically requested by the traveler; and

15.12.3.2 Provide emergency delivery (physically or electronically) of travel documents, whenever possible, within 24 hours of receipt of any such request.

15.12.3.3 Ticketless Travel: The itinerary/receipt and confirmation number shall be supplied to NMIMT traveler within 24 hours of receipt of any such request.

15.13 Payment Procedures:

15.13.1 Official travel by a NMIMT Individual: When applicable, charges for hotels, car rentals, and other travel services shall be billed one of three ways: to the traveler’s personal credit card, to a NMIMT Visa credit card, or to the department or division account number.

15.13.2 The Contractor shall:

15.13.2.1 Charge airfare for official travel on the traveler’s personal credit card, NMIMT Visa credit card or to the department or division account number, as authorized by the traveler.

15.13.2.2 Maintain confidentiality and security of all credit card accounts, charging only those airfares authorized by the traveler.

15.13.2.3 Be liable for non-authorized charges that result from fraud or misuse by the Contractor’s employees.

15.13.2.4 Work with the NMIMT traveler to resolve problems and/or discrepancies and to facilitate year-end accounting.

15.13.3 Invoices shall be submitted bi-weekly to the NMIMT Accounts Payable Office for tickets that have been purchased on behalf of NMIMT. Payments for tickets shall be paid bi-weekly unless special arrangements have been made in advance. Unused tickets shall be identified and credited against the next invoice. The invoices shall include at a minimum the following traveler information:

● Name
● Destination
● Departure Date
● Return Date
● Host Division/Department

15.13.4 Personal Travel: In the event tickets are purchased for personal travel by a NMIMT employee, the Contractor shall be responsible for obtaining payment from the employee. NMIMT shall not be liable for any cost incurred and/or reimbursement of all travel fees to include cancellation fees for the employees.

15.13.5 Non-employee Travel: At times, NMIMT will book travel for non-employees who are traveling to NMIMT in Socorro for
position interviews, speaking engagements, and other such events. The cost of those airfares shall be billed to the NMIMT Accounts Payable Office using the same procedures as outlined in 15.13.3.

15.13.6 Refunds/Credits. In the event that a trip is cancelled, all airline tickets shall be returned to the Contractor by registered mail or in person and Contractor shall issue a return receipt. The ticket return receipt shall be forwarded to the NMIMT traveler, which shall monitor for receipt of the credit/refund. For personal travel, the Contractor shall be responsible for issuing a credit/refund to the traveler for any unused portion or cancelled trip. Refunds/credits for personal travel should be processed within 24 hours from the cancellation or notification date or from receipt of unused portion.

15.14 Performance Standards. The Contractor shall:

15.14.1 Ensure prompt answering of telephone calls, courteous and efficient customer contacts, and accuracy in reservations booked and tickets issued;

15.14.2 Ensure proper application of accounting information and forms of payment to each reservation booked;

15.14.3 Ensure delivery of travel documents within the required time; and

15.14.4 Maintain efficient and professional customer service. Such service may be measured from data obtained from customer surveys conducted by the Contractor and/or NMIMT travelers.

15.14.5 Ensure that receipts for cancelled trips are processed within the required time.

15.16 Monthly Reports for Official Travel. The Contractor shall provide, in formats acceptable to NMIMT, two types of monthly reports: (1) a Monthly Statement for accounting reconciliation with the selected Travel Card Account (when selected); and (2) Travel Summary Reports.

15.16.1 Monthly Statement: The Contractor shall provide a detailed monthly statement of airline charges for applicable travel costs to the traveler in order to reconcile the monthly billing of the Travel Card Account. The Statement shall have the same cutoff date as Travel Card Account billing, which is the 28th day of each month. The Statement should arrive at the NMIMT travelers department or division by the 28th day of each month, and must show the following information:

- Traveler’s legal name;
- Traveler’s department, division, and location;
- Ticket number;
- Date of ticket issue;
- Ticket invoice amount;
- Airline, flight number, date, time; and
- Routing.

15.16.2 Travel Summary Reports: Monthly Reports, showing NMIMT Department or Division totals for airfare dollar and ticket volumes, savings, lowest fare exceptions and most frequently used city pairs, number of trips, ticket summary by airline to include transactions and total cost, and average ticket amount should be sent to the NMIMT Central Purchasing Office and EMRTC training section. Typically these reports are based on the twelve (12) month contract term. Additional reports maybe requested to meet special circumstances.

15.16.3 Auditing Requirements: NMIMT reserves the right to request an audit to be performed by an independent auditor. The Contractor shall provide access to all NMIMT travel records. In the event a discrepancy of 5% or more is found, the Contractor shall be responsible for reimbursing NMIMT for all costs associated for the independent auditor in addition to reimbursing NMIMT for any overpayments which have been made.

15.16.4 Ethical Considerations. NMIMT is a tax-supported institution of higher education of the State of New Mexico. All persons employed by NMIMT are subject to New Mexico statutes governing the conduct of public employees. Conflict of interest issues are treated very seriously. Certain travel industry practices involving gratuities and incentives are incompatible with NMIMT regulations and standards. At no time and under no circumstances is a NMIMT employee to be offered any personal benefits of any nature whatsoever as an inducement in selecting travel arrangements. Violation of the prohibition will be a terminable offense.
15.16.5 Group Arrangements. The Offeror should indicate the resources available to handle group arrangements. Group travel services may occasionally be required in circumstances such as the following:

15.16.5.1 Travel by various individuals from several NMIMT locations to a single destination for attendance at the same event; and

15.16.5.2 Travel by external groups to meetings in the local area organized or hosted by NMIMT.

15.16.6 International Services. Travel to destinations outside the United States may be required to support existing programs within NMIMT. The Contractor must be knowledgeable and experienced in providing International Travel Services and technical advice on such matters as:

- Foreign currency, current exchange rates
- Required vaccinations
- Baggage restrictions/requirements
- Locations of American embassies/consulates
- Fees, departure taxes, car insurance requirements
- Assistance in obtaining passports and/or visas as necessary

15.16.7 Travel Requirements for First Responder Training Program

15.16.7.1 Schedule. The First Responder Program Manager will contact the Contractor with the class schedule. This schedule may be for an entire year or for an individual class, which will be dependent upon information received from NMIMT's sponsoring agent. The schedule will be reviewed and action will be taken to establish the class dates to the online travel request.

15.16.7.2 Itineraries. The Contractor shall be required to find the best routing and best availability at the lowest cost. When reviewing possible itineraries, the Contractor will schedule First Responder participants to travel from participant’s nearest airport to Albuquerque or El Paso and back, unless the participant has a special request for the First Responder Program which is discussed below. The tickets will be purchased fourteen (14) days from travel date; exceptions will be approved by EMRTC Training Dept.

15.16.7.3 Once the itinerary has been established by the Contractor, the Contractor will present the proposed itinerary to the First Responder participant for review. Once approved the final itinerary must be sent to the traveler two weeks prior to the departure date. If the itinerary is rejected for any reason, the Contractor must develop a new itinerary and submit the new itinerary to the participant and EMRTC Training Department for approval. If the Offeror has a plan to provide itinerary other than the two weeks to save cost to tickets the plan should be submitted with this proposal.

15.16.7.4 Tickets for First Responders traveling from the U.S. Territories (Virgin Islands, Puerto Rico, Guam, and America Samoa) and Hawaii will be purchased 30 days from travel date to guarantee EMRTC is receiving the cheapest fare available and also to guarantee these First Responders a seat, exceptions will be approved by EMRTC Training Department. If the Offeror has a plan to provide itinerary other than the 30 days to save cost to tickets the plan should be submitted with this proposal.

15.16.7.5 Special Requests. A Special Request is defined when the participant requests/proposes additional arrangements other than authorized travel days or authorized arrival or departures to Albuquerque or El Paso. The special request must be approved by EMRTC Training Department.

15.16.7.6 Before purchasing the ticket, the participant and EMRTC Training Department will receive a quote showing the special request price less the authorized price. Once approved by participant the FINAL itinerary must be sent to the traveler two weeks prior to departure date. If the itinerary is rejected for any reason, the Contractor must develop a new itinerary and submit the new itinerary to the participant for approval. The participant is responsible for the price difference for the Special Request Travel. EMRTC will only be held responsible for the authorized price. The Contractor will be responsible for obtaining payment from the participant for the additional travel arrangements.

15.16.7.7 Rental Car Accommodations. The Contractor will make all rental car reservations on behalf of First Responder participant using the EMRTC's authorized direct billed vendor. If more than one participant from the same Contractor is traveling together every effort must be made to put them in one vehicle unless pre-approved by EMRTC Training Department. There will be some exceptions which will be approved by EMRTC Training Department.
15.16.7.8 Monetary Transactions. After the itinerary has been approved, the Contractor must advise NMIMT’s – First Responder Program Manager by fax or electronic mail of the approved itineraries. This communication will also include the price per ticket (EMRTC purchase price along with the First Responder purchase price for any Special Request) transaction fee, and in the case of a credit owed to NMIMT, the amount will be defined as well as the refund date expected.

15.16.7.9 The Contractor must be able to produce for the First Responder financial administrator, at their request a report that segregates by class, the dates, traveler’s name, and amounts that have been paid for the expenses of that particular class. The Contractor shall identify a financial contact so that they can be contacted if questions should occur with regard to billing.

15.16.7.10 Reports. The Contractor must send a “Master Travel List” as soon as a First Responder participant submits their travel request and keep it updated. The “Master Travel List” should be sent to EMRTC Scheduling Department and Training Department. The “Master Travel List” must include:

- Class Date
- Effective Date (date it was updated)
- Participant first & last name
- Participant City & State
- Airport (Depart & Return Airport)
- Name of Authorized Renter on Car
- Travel Request (whether or not the participant submitted a travel request)
- Ticket Purchase Date
- Ticket Purchase amount

15.16.7.11 Cancelations. EMRTC shall not be held financially responsible for any non-refundable airline tickets. This situation does not happen frequently. Should a First Responder participant cancel and has a non-refundable ticket then EMRTC Scheduling Department shall make contact with the student and to reschedule the participant’s trip. If the First Responder participant contacts the Contractor to cancel, the Contractor must direct the participant to EMRTC Scheduling Department. Alternatively, the Offeror may submit to EMRTC a plan on how to handle non-refundable tickets to insure neither EMRTC nor the Contractor(s) is not held liable.

15.16.7.12 Contractor Focal Point. Contractor must dedicate one agent to the First Responder program because of its high demands and its need for detailed records. The Contractor must also designate a second contact name so if the dedicated agent is not available, business can continue in an efficient and accurate manner. The agent designated to this program shall have excellent multi-tasking skills, communication skills and be able work under constant pressure. Contractor should have a dedicated telephone number that First Responders can call into 24/7. Telephone calls and messages should be returned as soon as possible.

15.16.7.13 The Contractor shall:

15.16.7.13.1 Ensure prompt answering of the telephone calls, courteous and efficient customer contacts, and accuracy in reservations booked and tickets issued;

15.16.7.13.2 Ensure proper application of accounting information and forms of payment to each reservation booked;

15.16.7.13.3 Ensure delivery of E-tickets two weeks prior to travel date;

15.16.7.13.4 Maintain efficient and professional customer service. Such service will be measured from data obtained from First Responder surveys conducted by the First Responders participants; and

15.16.7.13.5 Ensure that receipts for cancelled trips are processed within the required time.

16. Funds. The funds used by the First Responder program are federal funds from FEMA. Travelers are typically from all over the U.S., its territories, and EMRTC personnel who oversee the First Responder program. The remaining NMIMT travelers predominately use state funding with a small portion using federal funds.

17. NMIMT does not require that the selected Contractor(s) maintain an on-site presence.
RESERVATIONS AND TICKETING

1. What reservation system(s) do you use and why?

2. Do the systems report flight information on smaller and feeder airlines as well as the major carriers, so that all possible routes can be compared?

3. Do you have automated enhancements to assist with quality control to ensure error-free travel documents?

4. Attach a sample of your Traveler Profile.

5. Describe your techniques for determining the lowest economy airfare or best reasonable fare that meets the travelers’ arrival and departure requirements. Do you have a system to search for the lowest fares?
   a. What is the name of the system?
   b. Did you purchase or develop it?
   c. How often does it find lower fares? (Express as a percentage of total tickets generated)
   d. How much does it save per reservation? (Express as a percentage of total tickets generated)
   e. If you have other measures of the performance of your low-fare system, please describe
   f. Does the system operate 24-hours per day?
   g. Does the system operate both pre- and post-ticketing?
   h. Are there special programs that can be used for obtaining reservations that would avoid cancellation charges for un-used trips?

6. Do you use the Internet to identify the lowest economy airfare? Describe the procedures that you use to identify special pricing on air fares that are available on the web? What procedures are followed to verify that the fares are the lowest economy fare or the best reasonable fares?

7. Do you have a website?
   a. Do you have an on-line airline reservations system on the Internet?
   b. Could our travelers book their own travel if desired? Would it still be included in reports?

8. Can you email and fax itinerary options with prices for the traveler to choose from? Can you email and fax the proposed itinerary with cost to the traveler for management approval before booking?

9. Do you have a system that will automatically search for preferred seats?

10. Do you offer a 24-hour, 1-800 number for reservation and information services?
    a. Do you own the services, or do you contract for the services?
    b. If contracted, what is the name of the service and through what entity is the service provided?

11. What ticket delivery routine will you use and how often? On emergency requests?

12. What built-in insurance coverage, if any, is included for each airline ticket issued to a traveler? (Employees do have insurance through NMIMT, if they have signed up. They may also have their own policy separate from NMIMT.)

13. Please describe the service configuration you would recommend for our travel management. We are open to any practical operation that you may suggest, and will consider all possibilities. We are seeking a travel services company that provides the highest levels of service to our travelers in the most cost-effective manner possible.

14. List the responsibilities of the employee(s) who will provide customer service to NMIMT locations. How do you ensure that these responsibilities are met?
15. If awarded our account, where would our accounting issues, i.e. refunds, credits, reconciliation, etc. be handled?

16. How does your reservation service handle lost tickets?

17. What is the procedure for refunds on unused and non-refundable tickets?

18. What would be the turnaround time to process all refunds and credits? How are refunds and credits tracked?

19. Can you provide any ongoing informational or training programs for our personnel who are involved in travel planning?

20. Do you offer assistance with organized group travel, conference planning, and meeting coordination? If yes, please describe.

21. Do you have a 24-hour, 1-800 number for use by travelers for emergencies? In the event after hour coverage is provided through subcontracted service provider, describe the authority of the after hour service provider in making commitments on behalf of the airline agent.

22. How do you monitor customer satisfaction and comments on service?

23. Are there any additional special services not previously discussed which can you provide NMIMT travelers?

**LODGING AND CAR RENTALS**


25. Do you have any negotiated rates with car rental companies? If yes, please describe.

**SAVINGS**

26. Describe programs that you maintain that may assist NMIMT in reducing the costs of air travel, lodging and car rentals.

27. What other discounts and savings opportunities are available for NMIMT?

**INTERNATIONAL TRAVEL SERVICES**

28. Do you have an international rate desk?
   a. Is the service owned by you or do you contract for services?
   b. If contracted, what is the name of the service and through what entity is the service provided?

29. Describe any other international services you offer which may be of benefit to NMIMT.

**REPORTS**

30. Can you provide a monthly statement by the 28th day of each month, as specified in Specifications, Item 15.16.1?

31. Can you provide monthly travel summary reports as described in Specifications, Item 15.16.2?

32. Can you provide special customized reports to NMIMT on travel data upon request? Provide sample reports that would be made available to NMIMT.
PERSONNEL

33. Attach an organizational chart for your organization, highlighting the key personnel who would be assigned to service NMIMT’s account. Briefly describe their duties, qualifications and years of experience. Describe their roles, responsibilities and level of authority to make decisions which will affect providing timely travel arrangements.

34. What level of training and experience do you require of new personnel working in the travel reservations department?

35. Do you offer your employees continuous education or ongoing training programs?

36. What standards of coverage will you use in the absence of one or more travel agents, so that NMIMT’s needs are met?

IMPLEMENTATION

37. If awarded our account can you assume service on January 1, 2021?

38. Please provide an implementation schedule should your firm be selected to represent NMIMT.

39. Provide information regarding the members that will be responsible to the implementation team? Describe their experience related to establishing new accounts.

REFERENCES - Provide Company Name, Contact Person, Email Address and Telephone Number:

40. Provide references for three (3) accounts with whom you have been doing business for at least three (3) years and whose ticket volumes and service configurations are similar to NMIMT’s. Please do not include references for those existing departments or divisions that already reside within NMIMT.

42. Has your business ever had to cancel a contract? If so, what were the circumstances?

43. Has any company cancelled a contract with your business? If so, what were the circumstances?

FEES

43. If there are any costs or fees associated with any of your products or services, please describe and provide a rate structure that would outline the applicable fees.

  Transaction Cost Year 1 & 2 $ ______________
  Transaction Cost Year 3 & 4 $_________ or escalated % _________
Offeror Background

1. Company Name:  
   Street Address:  
   
2. Company Profile:
   Number of locations or branches:  
   Number of employees:  
   Length of time in corporate travel business:  
   Location of principal office:  
   Location of office to handle NMIMT’s account:  
   Who is the owner of your Contractor?  
   Is it wholly owned:  Yes  No
   If yes, does your Contractor have access to all of the resources of the parent or only the parts desired and paid for by your Contractor? Please define.
   
   Is your Contractor a member of a consortium?  Yes  No
   If yes, please identify.
   
   What is the annual airline ticketing volume of your company? $  
   What has been your staff turnover rate in the ticketing office for the period of July 1, 2009, through June 30, 2011?
   
   By what methods are travel agents compensated (salary, salary plus commission, other incentives)?
   
   Provide a list of professional affiliations in the travel industry, with a contact phone number for each of these affiliations and indicate the length of affiliation with each organization.
Describe any characteristics or capabilities that you believe would make your firm uniquely qualified to be NMIMT’s services provider, including any resources locally available that would be allocated in the support of the agreement with NMIMT.

________________________________________________________________________________________________

________________________________________________________________________________________________

3. Provide an estimated percentage breakdown of your business volume in the following sectors:

   Business/Private Sector  _________%
   Government/Public Sector _________%
   Civic & Not-for-Profit _________%
   Leisure Travel _________%
   Organized Group Travel _________%
   Other _________%
ATTACHMENT A

OFFER
(please return with offer)

To: New Mexico Institute of Mining and Technology
801 Leroy Place
Socorro, NM 87801
Re: RFP 21100065

Offer of ___________________________________________ (hereinafter called Proposer) a:

Corporation  Partnership  or Individual

The Proposer in compliance with RFP mentioned above having examined the proposal documents and the site of the proposed work (if applicable), hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated in their offer. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the RFP proposal.

The Proposer accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposer. This offer will remain subject to acceptance for ninety (90) days after the day of Proposal opening.

An award shall be made pursuant to the evaluation criteria in the Instruction to Proposers. The Institute reserves the right to accept or reject any all offers, based entirely on its own judgment as to which are in the best interest of the Institute and/or within available funds.

By signing this form, Proposers acknowledge receipt of the following addendum/addenda:

#1_______ #2_______ #3_______ #4_______ #5_______ #6_______ #7_______ #8_______

__________________________________________ ________________________________________
Title      Date

__________________________________________ ________________________________________
Telephone     Email

__________________________________________ ________________________________________
Resident Contractor Certification Number  Resident Veteran Contractor Certification Number
(include a copy with the offer)   (include a copy with the offer)

__________________________________________ ________________________________________
Signature     Date
(please ensure this is an original inked signature)

Please provide a point of contact for questions regarding your offer:

_________________________________________ _______________________________________
Name      Telephone

________________________________________
Email
ATTACHMENT B

RESIDENT VETERANS PREFERENCE CERTIFICATION – RFP 2110006S
(please attach copy of certificate and return this page with your offer)

__________________________________ (Name of Contractor) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

___ 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 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 $5M allowing me the 7% preference discount on this solicitation. 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 Veteran Business Preference / Resident Veteran Contractor Preference under Section 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 as 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 his statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

__________________________________________________ ______________________________________________

Name      Title

__________________________________________________ ______________________________________________

Signature*      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 unaward of the procurement involved if the statements are proven to be incorrect.
Pursuant to NMSA 1978, § 13-1-191.1, 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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“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)

Name       Title

_________________________   __________________________
Signature       Date

—OR—

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

Name       Title

_________________________   __________________________
Signature       Date
ATTACHMENT D

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – RFP 2110006S
(please return with offer)

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Debarment: Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this proposal been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State Antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three year period preceding this proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Anti-Kickback: Per NMSA 13-1-198 and the Federal Acquisition Regulation (FAR 52.203.7) Anti-Kickback Act of 1986, in signing this offer we certify that we have not made, or accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

I understand that a false statement of this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to $10,000 or imprisonment for up to 5 years, or both.

__________________________________________________ ______________________________________________
Name       Title

__________________________________________________ ______________________________________________
Signature       Date
ATTACHMENT E

NON-COLLUSION AFFIDAVIT – RFP 2110006S

(please return with offer)

State of ______________________________
County of ____________________________

_________________________________________________, being first duly sworn, deposes and says that
he/she is (title) _______________________________________ of (organization) _______________________________
submits herewith to New Mexico Institute of Mining and Technology, a proposal and that all statement of fact in such
proposal is true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company,
association, organization or corporation;

That said Proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to
induce action prejudicial to the interest of NMIMT, or any Proposer of anyone else interested in the proposed contract and
further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else
   would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or
   fix the proposal price or fix the proposal price of said Proposer or of anyone else or to raise or fix any overhead, profit or
   cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge
   information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or
   to any member or agent thereof, or to any individual or group of individuals, except that NMIMT, or to any person or
   persons who have a partnership or other financial interest with said Proposer in his business.

__________________________________________________ ______________________________________________
Name       Title

__________________________________________________ ______________________________________________
Signature       Date