



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
AUD093310

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

STATE AUDITOR'S OFFICE  
 BUILDING 1, ROOM W100  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0230 558-2251

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2008				

BID OPENING DATE: 12/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20		
<p style="text-align: center;">ADDENDUM NO. 1</p> <p>TO PROVIDE REVISED BID SCHEDULE AND TO REDUCE SIZE SO THAT RFP CAN BE PUT ON-LINE</p> <p style="text-align: center;">TRAVEL EXPENSE REPORTING AND MANAGEMENT SERVICES</p> <p style="text-align: center;">REQUEST FOR PROPOSAL</p> <p>CONTRACT TO PROVIDE AUTOMATED BUSINESS TRAVEL EXPENSE REPORTING AND MANAGEMENT SERVICES PER THE ATTACHED</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED AT 10:30 AM ON NOVEMBER 13, 2008 AT THE CHARLESTON MARRIOTT LOCATED AT 200 EAST LEE STREET EAST, CHARLESTON, WV 25301. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THE PRE-BID (MAXIMUM OF 3 ATTENDEES PER BIDDER OR OTHER INTERESTED PARTIES). FAILURE TO ATTEND THE MANDATORY PRE-BID CONFERENCE SHALL RESULT IN THE BID BEING DISQUALIFIED. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR. ATTENDEES SHOULD BE FAMILIAR WITH THE SOLICITATION OBJECTIVES IN AN EFFORT TO MAKE THE MEETING INTERACTIVE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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 25305-0230 558-2251

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10/27/2008				

BID OPENING DATE: **12/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN QUESTIONS WILL BE RECEIVED UNTIL THE CLOSE OF BUSINESS (4:30 PM EST) ON NOVEMBER 18, 2008. ALL QUESTIONS ARE TO BE SUBMITTED TO:</p> <p>RON PRICE            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            P.O. BOX 50130            CHARLESTON, WV 25305-0130            FAX: 304-558-4115            EMAIL: RON.N.PRICE@WV.GOV</p> <p>NOTICE</p> <p>A SIGNED BID PLUS 7 CONVENIENCE COPIES SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: AUD093310</p>						

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10/27/2008				

BID OPENING DATE: **12/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE: DECEMBER 10, 2008</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ AUD093310 ***** TOTAL: _____</p>						

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## REQUEST FOR PROPOSAL

West Virginia State Auditor's Office, Purchasing Card Division – Travel Section  
**Automated Travel Management and Expense Reporting**  
 RFP # AUD093310

### PART 1: GENERAL INFORMATION, TERMS AND CONDITIONS

#### 1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the State Auditor's Office, Purchasing Card Division – Travel Section, hereinafter referred to as "Agency", to provide automated business travel expense reporting and management services. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for Vendors to indicate their interest in bidding on such commodity or service.

#### 1.2 Project:

The State Auditor's Office seeks to engage the support of a firm to offer an automated end-to-end travel and expense management solutions. The State currently requires certain employees of its various agencies to travel to a variety of destinations via air, rail and/or rental car as well as personal vehicle usage. Some travel may require overnight or multiple night lodging. While most of the destinations are to domestic United States locales, there are a small number of international locations included in the State's overall travel program.

Currently, the State employee travelers utilize either a designated travel management service (agency-National Travel), or will individually reserve their travel and accommodations through self-service firms (i.e. Priceline, Expedia, etc). The mission of the project is to provide a single travel management firm to the State's traveling employees; ensure process standardization; accommodate individual requirements of various State employee locations; monitor travel policy compliance and provide the State with data critical for supplier negotiations secured via an automated expense reporting solution offering a single on-demand service.

#### 1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications and objectives for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

#### 1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Mr. Ron Price, Buyer Supervisor  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
E-mail: [ron.n.price@wv.gov](mailto:ron.n.price@wv.gov)

**The Vendor, or anyone on the Vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

**1.5 Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

**1.6 Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

**1.7 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

**1.8 Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

**1.8.1 Mandatory Requirements:**

Any specification or statement containing the words "must", "shall", or "will" are mandatory. Part 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the Vendor agrees to all mandatory deliverables described herein. Part 4 describes RFP response requirements, which may be mandatory. The Vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that Vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

**1.8.2 Contract Terms and Conditions:**

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

### 1.8.3 *Informational Sections:*

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the Vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

## 1.9 **Proposal Format and Submission:**

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code ¶5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall:

<p><b>Submit:</b> One (1) original technical and cost proposal plus seven (7) convenience copies on CD for the technical and seven CDs for the cost proposal to:</p>
<p><b>Mailing Address:</b> Mr. Ron Price, Buyer Supervisor Purchasing Division 2019 Washington Street, E. P.O. Box 50130 Charleston, WV 25305-0130</p>

The outside of the envelope or package(s) should be clearly marked:

Buyer: Mr. Ron Price, Buyer Supervisor  
Request #: AUD093310  
Opening Date: Dec 10, 2008  
Opening Time: 1:30PM

### 1.9.4 **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

*1.9.4.1 Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100-point total, the cost proposal shall represent a minimum of 30 of the 100 points in the criteria.

*1.9.4.2 Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

*1.9.4.3 Technical Bid Opening:* The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

*1.9.4.4 Technical Evaluation:* The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

*1.9.4.5 Cost Bid Opening:* Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the Vendors shall be notified of this date.

*1.9.4.6 Cost Evaluation and Resident Vendor Preference:* The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §15A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying Vendors to request at the time of bid, preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia Vendor may be eligible for two 2.5% preferences in the evaluation process.

*1.9.4.7 Contract Approval and Award:* After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring Vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.



**1.10 Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole, at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

**1.14 Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**1.15 Public Record:****1.15.1 Submissions are Public Record.**

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

**1.15.2 Submissions are Public Record.**

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page or a minimum of \$10.00 per request whichever is greater.

**1.15.3 Risk of Disclosure.**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.

#### 1.16 Schedule of Events:

Release of the RFP .....	Oct 24, 2008
Mandatory Pre-bid Conference .....	Nov 13, 2008
Vendor's Written Questions Submission Deadline .....	Nov 18, 2008
Response to Questions/Addendum Issued .....	Nov 21, 2008
Bid Opening Date .....	Dec 10, 2008
Oral Presentation .....(anticipated dates).....	Dec 17-18, 2008

#### 1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted at 10:30 am on the date specified above at Charleston Marriott, located at 200 Lee Street East, Charleston, West Virginia 25301. **All interested bidders are required to be present at this meeting (maximum of three (3) attendees per bidder or other interested parties). Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor. Attendees should be familiar with the solicitation objectives in an effort to make the meeting interactive and valuable.**

#### 1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. This form is required for all purchases exceeding \$5,000.

#### 1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

##### 1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

##### 1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay

any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

*1.19.3 Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure for to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

*1.19.4 Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the Vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

*1.19.5 Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting in any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

*1.19.6 Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and Vendor's proposal in response to the RFP.

*1.19.7 Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

*1.19.8 Compliance with Laws and Regulations:*

The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

*1.19.9 Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work

under this contract; however, the Vendor is totally responsible for payment of all subcontractors.

*1.19.10 Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of five (5) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice.

Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

*1.19.11 Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

*1.19.12 Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

*1.19.13 Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change

order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

*1.19.14 Invoices, Progress Payments, & Retainage:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to the Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

*1.19.15 Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages may be imposed at the rate of \$100 per calendar day for failure to provide deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

*1.19.16 Record Retention (Access & Confidentiality):*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

## **PART 2: OPERATING ENVIRONMENT**

### **2.1 Location:**

The central location of the WV State Auditor and core program staff is in Charleston, WV. The location for the work will be apportioned based upon the type and nature of the individual components proposed by the Vendor. The Vendor will be expected to travel within the State to attend and conduct meetings, planning sessions, host configuration development workshops and provide training. The systems work may be a combination of both on-site and off-site, where off-site is at the Vendor's technology location.

### **2.2 Background:**

In 1995 legislation was introduced by the State Auditor to create the purchasing card program. As a result of that legislation, a Purchasing Card Advisory Committee (PCAC) was formed with representation from numerous state agencies including the Auditor's Office, the State Treasurer's Office and the Purchasing Division of the Department of Administration. The Committee is responsible for the development of the request for proposal specifications, the program's legislative rules and to provide oversight for the program. The program is still in effect today, and the purpose of this RFP is intended to enhance the State's overall program capabilities through the incorporation of end-to-end travel management as a component of the purchasing card program. The scope and objectives of this RFP, which is described in greater detail in Part 3, includes all official government travel conducted on behalf of the State, whatever the payment method (travel card, purchasing card or out-of-pocket) utilized.

At the start of the purchasing card program, the committee began to look at software options for the reconciliation, accounting, and reporting of purchasing card transactions. A focus group of agencies worked with the Information Services and Communication Division "IS&C" (now known as the Chief Technology Office, "CTO") of the Department of Administration to design a purchasing card module to fit their specific needs. The resulting system, referred to as Software for Transaction Accounting and Reconciliation Systems, "STARS", was developed and implemented in February 1998. STARS is a custom developed system that is integrated into the Department of Administration's side of the State of West Virginia's centralized accounting system.

The West Virginia Financial Information Management System, "WVFIMS", is also a custom developed system serving all State governmental agencies. WVFIMS serves not only as West Virginia's centralized accounting system, but also serves many agencies as their internal accounting system as well. CTO receives a data transmission from the bank's credit card processing service. In the early days of the purchasing card program, this transmission originated with First Data Resources, "FDR", and for the past eight years from Total Systems, "TSYS". Many agencies use the data from this transmission

and the STARS program to reconcile each purchase, to post it within WVFIMS, to prepare the payment to the bank, and to do reporting. The current version of 'TSYS' is DEF2008.1. Some higher education users reconcile within STARS and then export the reconciled transactions into their internal accounting systems. Some Higher Education institutions also use a system referred to as BANNER. Other agencies use STARS only for inquiry and reporting.

## **PART 3: PROCUREMENT SPECIFICATIONS**

### **3.1 General Requirements:**

The State permits its individual agencies to provide oversight and administration of travel program policies and procedures. As such, a mix of mandatory travel sources and traveler self-service tools are in use. The State, therefore, is most interested in selecting a comprehensive Automated Travel Management System that can accommodate a number of different policies that can be applied to travel profiles on an individual trip, based upon the agency/department for which the traveler is traveling.

The State is committed to a model of continuous process improvement. The State prefers a Vendor who has an established, verifiable track record of delivering innovative solutions to its clients. The State seeks proposals which reflect the capability of the Vendor to supply not only core capabilities but also to understand the unique needs of the State and to recommend solutions which promote the continuous improvement model.

The State seeks a Vendor who is able to offer the best-value, most comprehensive business travel management service that is end-to-end. That is, the travel management offering should include, at a minimum:

- Online Travel Booking (air, lodging, rail, ground transportation, etc)
- Travel Profile Management
- Expense Reporting Management
- Data and Information (Reporting & Analytics) Management
- Customer Service Support
- Training

The successful Vendor is one who is able to incorporate all of the above described services in a single on-demand offering, and demonstrates verifiable performance in managing programs of similar size and complexity.

**The desirable attributes, specifications and deliverables are further listed in Section 3.2.**

### **3.2 Scope of Work and Objectives:**

#### **3.2.1 General Requirements**



3.2.1.1 The successful Vendor shall provide services to all participating agencies (currently totaling approximately 135) in the purchasing card program, and approximately 8,300 cards in the corporate travel card program. Travel may encompass any or all of the traditional travel services (i.e., air, rail and lodging – including some international travel), as well as personal car mileage during the course of a trip. Approximately 10 State agencies/entities are expected to participate initially in the offering, and additional agencies will be added to the portfolio over the life of the contract.

Additional services may include support of credit card programs for the various Higher Education entities and Research Corporations credit card programs as well as local government entities who choose to participate in the Purchasing Card Program. Those entities will work independently with the successful vendor to determine the feasibility of its system offering into their business function.

3.2.1.2 The State organizes itself by agency. The State issues policies on the acceptable forms and use of travel services to which all reimbursable transactions must adhere. Each agency then establishes and maintains policies and procedures which govern the agency's program. There are a number of agencies which have policies and procedures that further define acceptable forms of travel expenses; the system must be able to support the same.

3.2.1.3 The State intends to issue purchasing cards to travelers and establish the business travel reimbursement expense as an additional capability within the purchasing card program. In so doing, the Vendor must be able to support designated purchasing cards, as well as traditional travel cards within its management services.

3.2.1.5 As all agencies may not be participating at one time in the program, the State prefers a Vendor who is able to manage and offer related reporting and information services for those travel expenses which could be generated outside the integrated travel booking system being offered by the Vendor.

3.2.1.6 The State requires a system that is reliable to curtail offline transactions due to downtime or failures of related equipment and software that supports the system functionality.

3.2.1.7 The system must be intuitive and user friendly. System must be able to support policy control and compliance. System should have robust global functionality as well as real time reporting and data exportation.

### **3.2.2 Online Travel Booking**

3.2.2.1 Booking capabilities should include airline, lodging, rail, ground transportation, etc. for domestic and foreign travel.

3.2.2.2 The system must be able to support the need of the State by which it can enforce the use of the authorized transportation, lodging provider(s) and other approved travel service related suppliers for business travel. Exception reporting and information alerting are desired.

3.2.2.3 The system must be able to support policy and procedure enforcement at the State, Agency and Department/Division extended level.

3.2.2.4 It is highly desirable for a system to be able to track and manage travelers whose trips are subject to rules that vary.

3.2.2.4.1 The system should be able to identify rules for acceptable travel types by traveler; and, if necessary, by agency or department. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. Preference is to have booking tools (online and offline) that include enforcement of agency travel guidelines and supplier preferences.

3.2.2.4.2 It is highly desirable for the system to provide the capability to manage pre-trip approvals. Some agencies require travelers to obtain multiple levels of approval for a trip in advance of the final booking. The system should be able to support such approvals in the booking system via an automated process through the agency's hierarchy.

3.2.2.5 It is desirable for a booking system to be able to cost allocate trips against multiple departments, agencies and funding sources at the time of booking.

3.2.2.5.1 It is preferred that the system be able to export information to allow for 'third party' types of billing by the individual or using agency into a common file type (i.e. word processing or spreadsheet format) for generation of multiple billings within the enterprise.

3.2.2.6 It is desirable for the system to use and maintain tables with governmental per diems.

3.2.2.7 The State is interested in a system that can support conferences and meetings inclusive of, but not limited to, event attendance and hosting activities by, and on behalf of, the State.

3.2.2.8 The system should be able to track meeting and conference travel itinerary and preferred suppliers and budgets, to include requisite reporting it may offer to track the same.

3.2.2.8.1 It is desirable for a system to manage exceptions to conference expenditures (for example, overriding room rate or type). This shall be inclusive of all types of bookings – online and offline.

3.2.2.9 Unique Travel Situations

3.2.2.9.1 Mileage Only: The State has certain travelers who travel by personal car only. The State requires the ability for a traveler to "book" a mileage-only trip for approval purposes, and to be able to submit expenses for personal mileage on that trip.

3.2.2.9.2 Per-Diem Travel: The State offers payment of a per-diem in certain circumstances. The system should have the capability for supporting the pre-trip approval and subsequent expense for a per-diem travel reimbursement.

3.2.2.10 Offline/disconnected booking system version should have the same attributes as the online version.

3.2.2.10.1 It is preferred that the offline version accommodate service alerts to users for preset rules and validations while disconnected from the network.

3.2.2.10.2 The offline/disconnected version should be able to synchronize with the online/live version when system connectivity is restored.

3.2.2.10.3 Other types of offline versions may include requests for travelers without access to the internet or using proxy designations. It is unknown how many travelers will fit into this profile.

3.2.2.11 The system must allow the State to establish business rules and policies which must be acknowledged and adhered to by the traveler upon submission of the travel booking request and subsequent expense.

### **3.2.3 Travel Profile Management**

3.2.3.1 It is desirable for the system to be able to create travel profiles for each participating traveler when booking the first travel record.

The travel profile should include: traveler name; home and business address; unique identifier such as an already established employee ID or other assigned number; and travel preferences for domestic and foreign travel.

3.2.3.2 It is desirable for the system to be able to provide for transition of existing travel profiles that may exist electronically or on paper.

3.2.3.2.1 It is desirable for a system to offer self-service creation of a travel profile using an interface provided at no additional cost to the State. For example, one such method may be to have the automated travel system to interface with the State's payroll system, known as EPICS, to accomplish this task.

3.2.3.3 It is desirable for a system to offer a method for the traveler to maintain the personal demographic information contained in the profile, while at the same time disallowing the maintenance of some travel parameters (such as ability to fly on full fare, business class, internationally, etc.).

3.2.3.3.1 Such personal demographics may include both home and business/work address information. Input of such information by the traveler should also be approved by the agency/department designee according to their

agency's policy and system hierarchy. Profile update parameters and frequency will be dictated by individual State agencies.

3.2.3.4 It is desirable for a system to be able to support travelers who are not full time State employees (for example: speakers, candidates, students, invitational dignitaries and contractors – in accordance with state travel rules), as well as those who are temporary or seasonal. Such employees may have different travel rules, spending thresholds and may be either active or inactive for differing periods of time.

3.2.3.5 The system should be able to identify rules for acceptable travel types by traveler, and, if necessary, by agency or department. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. Preference is to have booking tools (online and offline) that include enforcement of agency travel guidelines and supplier preferences.

### **3.2.4 Expense Management**

3.2.4.1 The system should have the ability to offer an integrated expense management solution. This may include reconciliation with the travel itinerary, credit card expenses and any electronic receipts/data sharing from providers. It is strongly preferred that the System have the ability to compare 'booked travel' to actual expenses.

3.2.4.1.1 The system should have the ability to offer integration with card service providers for the inclusion of travel expenses placed on a credit card

3.2.4.1.2 It is desired for the system to have the ability to identify transactions, or portions of transactions, which were for personal use.

3.2.4.2 It is highly desirable for the system to be able to cross reference specific expenses (a) in an automated manner; and (b) via manual methods, with one unique identifier.

3.2.4.3 The system should provide for management in its system to track unused credits for potential future use.

3.2.4.4 The State strongly prefers the ability to split disbursement of expense reimbursement payments. A Split Disbursement is one in which part of an expense and/or expense report is paid to more than one party, typically a combination of credit card provider and employee.

3.2.4.4.1 It is highly desirable that the system will support the need to have expenses directed in multiple directions. When a trip is booked and approved, the intent of the State is to *immediately* allocate meals, mileage and other certain incidentals at the time of approval.

It is preferred that these allocations be transmitted to the traveler through an EFT mechanism or via a debit card for example. All other expenses such as lodging,

car rental, airline, etc. will be allocated directly to the Purchasing – Travel Card at the time of booking and subsequent expense.

3.2.4.5 It is strongly preferred for a system that permits users to assign travel expenses to a particular cost center, project or accounting code (i.e. or to multiple cost centers, projects, accounting codes).

3.2.4.5.1 System capabilities should include, at a minimum: ability to split a transaction across extended accounting strings; ability to integrate rules for assigning costs to a given set of accounting strings; ability to validate accounting string values used by specific individuals, agencies or departments.

3.2.4.6 System capability must include supporting *multiple levels* of approval workflow for travel expenses.

3.2.4.6.1 System must provide for support of workflow functions for expense management purposes to meet each agency's preferences.

3.2.4.6.2 System must provide for electronic approval paths and an automated reminder to managers when a travel request/booking is made as well as subsequent travel settlements. Example may include the initial booking and travel settlement to be routed automatically to two or more managers based on the rules or other agency specific parameters.

### **3.2.5 Data and Information Management**

#### **3.2.5.1 Configuration**

3.2.5.1.1 It is strongly preferred that the system to have the capability to offer a single sign-on experience; be able to pass user credentials, whether the vendor is hosting or if the State hosts the system.

3.2.5.1.2 It is strongly preferred that the solution be one that is accessible via a secure website, and one that does not require the use of client side scripts, downloads, or other installed software to operate the vendors proposed solution.

3.2.5.1.3 It is highly desirable for the system to be able to manage preferred supplier designations in its systems.

3.2.5.1.4 It is highly desirable for the system to be able to offer different mileage rates.

3.2.5.1.5 It is highly desirable for the system to provide, as a part of its booking and/or expense system, a means for the user/agency travel manager to access and maintain specific rules to control expenses.

3.2.5.1.6 It is highly desirable for the system to support statistical needs of the user, i.e. dollar amounts, expense type, vendor, etc. without the requirement of having programming skills.

3.2.5.1.7 It is strongly preferred for the system to be able to integrate certain payments for those travelers whose travel is subject to IRS 1099 reporting.

3.2.5.1.8 It is strongly preferred that the system have the ability to manage and maintain a hierarchy that encompasses multiple tiers and levels.

3.2.5.1.8.1 It is desirable for the system to accommodate a traveler who may travel for multiple units across a hierarchy

3.2.5.1.9 It is highly desirable for the system to offer the ability to support "Level 3" data from the credit card providers.

3.2.5.1.10 It is desirable for the system to have the ability to accept other supplemental information that augments transaction information received from the credit card provider(s). For example, the system may have the ability to store federal government per-diem rates; travel mileage between major cities; or folio information directly from lodging providers.

3.2.5.1.11 It is desirable for the system to have the ability to perform a N-way reconciliation. N-way is a type of reconciliation that will assist in the matching of final expenses to pre-trip approval.

3.2.5.1.12 System must comply with Section 508 of the Federal Acquisitions Register and/or the Americans with Disabilities Act.

3.2.5.1.13 It is highly desirable that the system offer the capability, through reporting or other functionality, that supports the State's need to know where travelers are located at any given time, especially in the event of an emergency.

### 3.2.5.2 Security and Controls

3.2.5.2.1 All web browsers should have access to the information. Compatibility issues, if any, with any specific browsers should be documented.

3.2.5.2.2 The Vendor should have a security policy in place that outlines the operation of its data center(s).

3.2.5.2.3 The Vendor should have a disaster recovery plan in place.

### 3.2.5.3 Reporting

3.2.5.3.1 It is highly desirable for the system to provide a variety of robust reporting and analytics capability at no additional cost to the State.

3.2.5.3.2 The system should provide for ad-hoc querying and reporting capabilities available to the State both by user specific and administrative levels varying from top level data to line item data.

3.2.5.3.3 It is highly desirable for the system to provide for the data exportation capabilities to the State.

3.2.5.3.4 It is highly desirable for the system to support the need of the State for a custom file feed to support reporting requirements or analytics.

3.2.5.3.5 It is desirable for the system to have the capability to generate reporting/analytics for trend analysis; general business intelligence and Vendor negotiation support in its system.

### **3.2.6 Customer Service Support**

3.2.6.1 Vendor must be able to provide a Customer Service Support function that maintains, or can maintain, a toll free number 24/7 to assist State travelers, including any travel emergency that may arise regardless of the time or location.

3.2.6.1.1 The customer service support team must be staffed by fully trained reservationists who have the ability to retrieve the individual traveler reservation records and/or itinerary to promptly advise and assist the traveler.

3.2.6.2 The customer service staff shall have the capability to retrieve the traveler's itinerary to promptly advise and assist the traveler. Agent capability shall include the ability to dispatch airline tickets, arrange for other modes of transportation to any area of the world either through the State's contracted service providers or through the vendors own network of offices and partners.

3.2.6.3 It is strongly preferred that the customer service support team be proficient in the English language.

### **3.2.7 Training**

3.2.7.1 The successful vendor will be expected to provide training to the WV State Auditor's project team as well as to State Agency travel managers and end users. Training needs will require various workshops to be conducted around the state.

Examples of training methods to be provided should be a combination of distance learning for field locations; web based training; classroom style/face-to-face in selected locations; development of a quick reference or user guide for each agency's travel managers

3.2.7.2 Remedial training may also be required to ensure the project team members, agency travel managers and end users are up to date with system functionality and enhanced features added during implementation and thereafter.

## **3.3 Special Terms and Conditions:**

Revised: Oct 16, 2008 akmw v. 7

**3.3.1 Insurance Requirements:** The Vendor, as an independent entity, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the successful Vendor at the time the contract is awarded. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts *at a minimum*:

1. For bodily injury (including death): Minimum of \$500,000.00 per person, \$1,000,000.00 per occurrence.
2. For property damage and professional liability: Minimum of \$1,000,000.00 per occurrence.
3. Professional liability: A minimum of \$1,000,000 per occurrence.

The State must also be notified by the vendor and/or insurance carrier if the policy is going to be cancelled at least 30 days prior to expiration. If the successful bidder does not provide a renewed certificate with the original terms of insurance coverage, it may be considered a breach of contract.

**3.3.2 License Requirements:**

The successful Vendor shall provide a certificate of good standing from the West Virginia Workers Compensation Commission as well as Unemployment Compensation Division prior to award. The successful vendor shall be responsible for obtaining all necessary credentials in doing business *with* and *in* the State of West Virginia. The successful vendor shall incur these costs directly and they will not be reimbursed as a separate item.

**3.3.3 Performance Standards/Acceptable Quality Level.**

Once an agreed upon project plan and timeline has been established and jointly approved and accepted by the State and the successful vendor, if the vendor fails to meet timelines, milestones, acceptable quality levels of performance, the State reserves the right to invoke disincentive measures. Such disincentive measures may include withholding a portion of payment until acceptable quality levels improve or system reliability is restored to an acceptable level.

## **PART 4: PROPOSAL FORMAT**

### **4.1 Vendor's Proposal Format**

#### **4.1.1 Title Page:**

Title Page—should state the RFP Subject and number, the name of the Vendor, business address, telephone number, web site and name of authorized contact person to speak on behalf of the Vendor and authorized contact person's email address. The title page must be signed and dated by an authorized person.

For example, the title page might appear with text as follows:

RFP Subject: Proposal to provide Automated Travel Management Services for the State of West Virginia.



RFP Number: AUD093310

Vendor Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Web site \_\_\_\_\_

Printed Name of Authorized Person \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

**Please provide a 1-2 page Executive Summary that provides an overview of the proposal in summary form and differentiates the bidder from the competition.**

#### 4.1.2 *Table of Contents:*

Bidder should clearly identify the material by section and page number in the bidder's table of contents.

#### 4.1.3 *Proposal Format:*

Bidders should organize their proposals into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the bidder's response to a specific subsection, the bidder shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: **"(Bidder's Name)" understands and will comply.**

#### 4.1.4 *Quality Assurance Plan*

Bidders shall provide a comprehensive plan denoting program and system capability; deployment, execution time table(s), ongoing management, resource allocations (inclusive of individual roles and responsibilities), performance thresholds, issue resolution and reporting options.

## 4.2 **Evaluation Process:**

### 4.2.1 *Method of Evaluation*

The proposals will be evaluated by a committee of seven (7) individuals in accordance with the criteria stated. The Vendor who meets all of the mandatory specifications and proposes a solution with the capability, and desirable attributes, to provide a comprehensive automated travel management system stated in Part 3, and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

### 4.3 Evaluation Criteria:

The bidder must describe how they will deliver the requested automated travel management services to the State of West Virginia. The State is requesting a plan based on the Vendor hosting and maintaining the system as well as the requirements should the State elect to host the system.

The bidder must describe the method proposed for handling large volumes of travel transactions which are subject to business rules and may differ from State agency to State agency *and* within departments of an agency. All agencies will be offered the use of the travel management service. The State will use a combination of centrally billed travel cards; ghost cards; State-issued purchasing and corporate cards; and individual personal travel cards as the payment/settlement vehicles for transactions.

The bidder should focus on how the requirements, desirable features and overall concept and objectives expressed herein will be met with bidders' standard 'on demand' model without customization. If customization is required, response must clearly indicate so and provide a proposed project timeline.

Response should also indicate if third party agreements will be required to be entered into by the State to accomplish objectives presented herein.

The bidder should also describe its transition methods used for implementing an efficient system that is user friendly. The system should also allow for robust reporting features for designated managers to sort and track by various detail criteria.

The following are the evaluation factors and maximum points possible for technical point scores:

#### ***Section 1—Organizational Experience, Size, and Qualifications (10 Points Possible).***

**Experience:** Please describe the experience of your management team as well as those team members who would manage the State of WV account. The State prefers to have a single point of contact (account manager).

Organizational Size and Structure: Organizational size and structure of the bidder's company will be reviewed in relation to the work to be performed. Please include an organization chart for regional and national operations and how the organization is supported by the corporate infrastructure.

Staff: The number and qualifications of the staff to be assigned the work will be reviewed. Please identify the approximate annual staff turnover and how it compares to the rest of the industry.

Financial Stability: Financial stability is an obvious concern. The evaluation committee may review Dunn & Bradstreet ratings, in addition to any recent independent audit opinions, or financial positions reported by a reputable source

(Wall Street Journal, News Week, Forbes, etc.) regarding the bidders current and projected financial stability.

Business Office Support: Detail billing capabilities, i.e. ability to provide a consolidated invoice including summary/detailed invoicing for all system users/transactions.

**References:** Please provide at least three largest clients previously serviced by the bidder who may be contacted. One of which must have the breadth of services identified in this RFP.

During this contact, the State of West Virginia will determine whether comparable services are or were provided to that client and the degree to which that client is satisfied with the services provided. Prior experience managing accounts with a similar volume of activity will be reviewed. The proposal should be formatted in the same order, providing the information listed below.

**Section 2—Operational Abilities:**

*(20 Points Possible)*

The State of West Virginia will review operational abilities of the proposal submitted by each bidder to determine which proposal is most advantageous to the State in accordance with the specifications of this RFP. The sections pertaining to operational abilities are outlined below. The sections are considered to be administrative and operationally related. See sections:

- 3.2.1 General Requirements
- 3.2.2 Online Travel Booking
- 3.2.3 Travel Profile Management
- 3.2.4 Expense Management
- 3.2.6 Customer Service Support
- 3.2.7 Training

**Section 3—Technical Abilities:**

*(15 Points Possible)*

The State of West Virginia will review technical abilities of the proposal submitted by each bidder to determine which proposal is most advantageous to the State in accordance with the specifications of this RFP. The sections pertaining to technical abilities are outlined below. See sections:

- 3.2.4 Expense Management
- 3.2.5. Data and Information (Reporting and Analytics) Management

The Vendor should provide a list of the entitlement and roles-assignments, which details how the system's credentials will be managed, maintained and enforced.

The Vendor should provide a high level architecture diagram (properly labeled) of its systems and communications with the Internet.

The Vendor should supply a copy of its security policy which impacts the operation of its data center(s) that will manage the State's information.

The Vendor should supply a copy of its disaster recovery plan, which provides the date(s) in which a full disaster recovery was last tested.

The Vendor should supply a copy of the most recent SAS-70 report. If one is not available, the Vendor shall offer a reasonably similar attestation of its adherence to SAS-70 Type II guidelines.

The Vendor should provide a list of fields which are encrypted at the database level.

The Vendor shall provide; (a) a certification that attests there have been no security related compromises of personally identifiable information or user access in the last twenty-four (24) months; or (b) shall provide a written statement describing the extent and nature of the compromise(s) and the action(s) taken for remediation and subsequent prevention, with the timeline (the timeline can say Day 1, hour 1; Day 1 hour 14, etc...specific dates are not necessary).

These items should be provided as an Appendix to the proposal, properly labeled.

**Section 4—Transition/Implementation:**

*(10 Points Possible)*

Bidder should provide a detailed narrative outlining its transition/implementation plan.

**Section 5—Program Enhancements:**

*(5 Points Possible)*

Bidders should provide their product innovations and capabilities available either now or within the base term of the contract. Innovations and capabilities should represent bidder's commitment to an ongoing development of travel management functionality and services enhancing the overall benefit and efficiency of the State's program.

The State is currently in the process of developing its Enterprise Resource Planning (ERP) requirements, assessing potential service providers and devising a 'future' ERP integration strategy. It is desirable that the vendor also exhibit knowledge and expertise supporting the State's near and long term ERP objectives. The Vendor should be positioned to demonstrate an established and extensive record of integration with proprietary accounting systems. It is desirable that the vendor also exhibit knowledge and expertise supporting the State's near and long term ERP objectives. Furthermore, the State would like to know if and how the vendor would propose integration with Higher Education / WVU's ERP system (Oracle). Other types of integration expertise with Pathway, GCMS will also be beneficial.

**Section 6—Oral Presentation:**

*(10 Points Possible)*

Bidders submitting a proposal in response to this RFP will be required to give an oral presentation of their systems capability based on the State's requirements and goals.

**Section 7—Cost – Maximum Points:**

*(30 Points Possible)*

Bidder must submit a detailed cost proposal as described on the attached Cost Proposal/Bid Schedule sheet.

<u>Evaluation Criteria</u>	<u>Points Possible</u>
<i>Section 1—Organizational Experience, Size, and Qualifications</i>	10
<i>Section 2—Operational Abilities</i>	20
<i>Section 3—Technical Abilities</i>	15
<i>Section 4—Transition/Implementation</i>	10
<i>Section 5—Program Enhancements</i>	5
<i>Section 6—Oral Presentations</i>	10
<i>Section 7—Cost Proposal</i>	30
<b>Total</b>	<i>100 Points Possible</i>

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest cost of all proposals}}{\text{Price of proposal being evaluated}} \times 30 = \text{Price Score}$$

**4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful Vendors proposal based on best value purchasing which is not necessarily the Vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interest of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask Vendors for additional information to clarify their proposals.

#### **4.5 Cost Proposal Format/Bid Sheets**

Cost proposal /bid sheets are to be completed separately and submitted independently of Vendors technical proposal. The cost proposal should include pricing scenarios that provide costs based on Vendor hosting the system versus the State hosting the system and what would be required to do so (equipment, storage allocations, software).

See attached sheet entitled Bid Schedule / Cost Proposal Sheet that is to be used in responding with price.

**COST PROPOSAL/BID SCHEDULE SHEET**  
**RFP# AUD093310**

**All administrative/overhead and vendor travel costs are to be included in the cost. No separate reimbursement will be made for travel or other fees. Fees proposed must be all inclusive.**

**IF HOSTED BY THE VENDOR:**  
 (includes all updates/maintenance, etc)

**IF HOSTED BY THE STATE:**  
 (includes all updates/maintenance, etc.)

- |   |  |  |
|---|--|--|
| 1) Implementation   | \$ _____   | \$ _____   |
| 2) Loading of Traveler Profiles<br>There is potential for up to 50,000 users when the system is completely integrated into each agency's business process | \$ _____ per traveler<br>x 50,000 \$ _____   | \$ _____ per traveler<br>x 50,000 \$ _____   |
| 3) Initial Training   | \$ _____   | \$ _____   |
| 4) Remedial Training Workshops (4)  | \$ _____   | \$ _____   |
| 5) Advisory fee, Site Management, Designated Account Manager, Advanced Management Reporting   | Year 1 \$ _____<br>Year 2 \$ _____<br>Year 3 \$ _____<br>Year 4 \$ _____<br>Year 5 \$ _____<br>Total 5 year \$ _____ | Year 1 \$ _____<br>Year 2 \$ _____<br>Year 3 \$ _____<br>Year 4 \$ _____<br>Year 5 \$ _____<br>Total 5 year \$ _____ |

**6) Cost Per Travel Booking/Request Submission**

- |  |   |   |
|--|---|---|
| a) First 50,000 transactions*              | \$ _____ per transaction<br>x 50,000 \$ _____ | \$ _____ per transaction<br>x 50,000 \$ _____ |
| b) Between 50,001 and 75,000 transactions  | \$ _____ per transaction                      | \$ _____ per transaction                      |
| c) Between 75,001 and 100,000 transactions | \$ _____ per transaction                      | \$ _____ per transaction                      |

**COST PROPOSAL/BID SCHEDULE SHEET - continued**  
**RFP# AUD093310**

d) More than 100,000 transactions per year\* \$ \_\_\_\_\_ per transaction \$ \_\_\_\_\_ per transaction  
 x 100,000 \$ \_\_\_\_\_ x 100,000 \$ \_\_\_\_\_

e) Exchanges/Voids/Telephone Support

Online \$ \_\_\_\_\_ per transaction \$ \_\_\_\_\_ per transaction  
 Offline \$ \_\_\_\_\_ per transaction \$ \_\_\_\_\_ per transaction

\* For evaluation purposes, assume that item 6a will be the number of transactions for year 1, item 6d for years 2-5

7) System Enhancements (if requested)

Price should reflect an hourly rate for these types of services. For evaluation purposes, 200 hours shall be used as a yearly base.  
 \$ \_\_\_\_\_ per hour \$ \_\_\_\_\_ per hour  
 x 200 \$ \_\_\_\_\_ x 200 \$ \_\_\_\_\_

Cost evaluation will be based on the following:

**GRAND TOTAL OF ITEMS 1 thru 5, 6a, 6d and 7**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\*\* Please include requirements for this option as stated in Part 4, Section 4.3, properly labeled.



# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code §5A-3-10a* provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_