



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
TRAVEL09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/24/2009				

BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
<p>THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****            MANDATORY PRE-BID MEETING NOTICE            *****</p> <p>THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON MAY 12, 2009, AT 11:00 AM. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305 (CAPITOL COMPLEX - BUILDING 15). ANY VENDORS WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THIS PRE-BID MEETING SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>QUESTIONS: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, MAY 8, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS QUESTIONS TO:</p> <p>JO ANN ADKINS            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-87-01-000		
CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV  ATTACHMENTS: TRAVEL09 - REQUEST FOR PROPOSAL, 19 PAGES TRAVEL09 - COST PROPOSAL, 1 PAGE WEST VIRGINIA TRAVEL REGULATIONS, 11 PAGES PURCHASING AFFIDAVIT, 1 PAGE RESIDENT VENDOR PREFERENCE, 1 PAGE  SERVICE: TRAVEL MANAGEMENT  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

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PURCHASING

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

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BID OPENING DATE:

06/03/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: FILE 42 RFQ. NO.: TRAVEL09 BID OPENING DATE: 06/03/2009 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----						

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***** THIS IS THE END OF RFQ TRAVEL09 ***** TOTAL:						

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# REQUEST FOR PROPOSAL TRAVEL09

## 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 to provide Travel 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 mission or purpose of the project as described in sections 2 & 3 is to provide a full service travel agency for in-state, out-of-state and international travel.

### 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 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:

Jo Ann Adkins, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115

**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 word "must", "shall", or "will" are mandatory. Section 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. Section 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 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 submit:**

One original technical and cost  
plus (4) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

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

Buyer: File 42  
Req#: TRAVEL09  
Opening Date: 06/01/2009  
Opening Time: 1:30 pm

**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, cost shall represent a minimum of 30 of the 100 total 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 §5A-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 prebid 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 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications 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 which ever 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.....	04/24/2009
Vendor's Written Questions Submission Deadline. ....	05/08/2009
Response to Questions.....	05/18/2009
Mandatory Prebid Conference .....	05/12/2009
Addendum Issued .....	05/18/2009
Bid Opening Date .....	06/03/2009
Oral Presentation .....	N/A

1.17 **Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at 11:00am, in the Purchasing Division Conference Room. Said conference will be held at 2019 Washington Street, East, Charleston, WV 25305 (building 15 on Capitol Complex). **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

**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.

**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 of 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 an 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 form 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 to 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 the 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 one (1) year, 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*

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.

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: N/A*

*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:**

Agency is located at 2019 Washington Street, East, Charleston, WV 25305.

### **2.2 Background:**

The State of West Virginia is seeking a full service travel agency to service various state agencies and political subdivisions. These services were provided by National Travel under Purchase Order # TRAVEL04. This Purchase Order is a matter of public record. Interested individuals may contact the file room at:

Purchasing Division  
Administrative Services Section  
2019 Washington St., East  
Charleston, WV 25305

## **PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES**

### **3.1 General Requirements:**

The vendor will be required to book air and ground transportation, hotel and motel rooms for the State's business travelers according to the Travel Regulations. The traveler will be provided an itinerary to confirm arrival and departure dates, mode of travel (air, rail or rental car), and the name of the hotel and room rate. The vendor will obtain the lowest fare possible which meets the traveler's agenda for the mode of travel preferred, the accommodations, and any in-city ground transportation.

The vendor must be in full compliance with all aspects of this RFP, and must be able to extend services efficiently to all State agencies and political subdivisions, regardless of the location of the Agency or political subdivision.

The vendor must have the capability for the State to book airlines and other modes of travel on-line (via the World Wide Web).

### **3.2 Scope of Work:**

Agent Profile:

The vendor must provide data regarding the previous three years total air volume. Identify what percentage of the business bookings is corporate or leisure. The vendor must list the number of corporate accounts with annual air volume exceeding \$500m. And the vendor must list the current operating hours for each location and number of employees at each location.

Agent Characteristics:

The vendor must detail the current monthly productivity of travel agents in your organization (What performance measures do you employ to measure the productivity of your agents?)

Identify staff training that is made available to your agents to keep them knowledgeable of industry trends and changes and to promote customer service. And detail any programs provided to your agents that increases or maintains the level of morale and avoids or is a deterrent to agent burnout.

Servicing the State Account:

The vendor must have appropriate hardware and software to book fares at the lowest possible price, change and cancel fares as requested, reconcile billings regularly, and profile traveler preferences electronically. The vendor must understand the State Travel Regulations and work with the State's travelers in order to keep within the limitations and policies established while traveling.

Must fully interact with State's Booking Tool RESX

The vendor must provide assistance with meeting planning as requested by State agencies. Identify any fee associated with this service if applicable.

Vendor must have an Internet connection and electronic mail address that can be used by the State to make reservations, service requests, travel waivers and assist with other travel related business (written instructions should be made available by the vendor as part of the State Travel Coordinator's training). System should permit Travel Coordinators or travelers to query a reservation system for airlines, car rentals, and hotels and permit online booking or reservations. System must provide a confirmation in a secure electronic environment, including transmission of confidential information such as credit card and traveler personal profiles.

Vendor must have the ability to book airfares up to 180 days in advance of the departure.

Vendor must have the ability to provide international services such as visas, passports, travel assistance, and emergency travel assistance.

Implementation must be seamless to the traveler with no disruption in service. Vendor must work with all existing contract for air, car rental, hotels, etc. and be familiar with all

West Virginia State Travel Regulations before implementation.

Hours of Operation:

The vendor should provide full travel service on a regular basis during the hours of 8:00 am through 5:00 pm, Monday through Friday, excluding legal holidays. Travel services outside these hours shall be handled in accordance with emergency services. Outside calls can not be routed to answering machines. In the event the phone system is out of service, reservations must be handled manually. All calls shall be handled promptly and the vendor should have a continual quality control program in service

Emergency Services:

The vendor shall maintain a 24/7 toll free number to assist State travelers with any travel emergency that may arise regardless of the time or location. The emergency service number shall be staffed by fully trained reservationists who have the ability to retrieve the caller's reservation records and/or caller's itinerary to promptly advise and assist the traveler. The emergency staff must have the capability to answer questions and provide assistance in solving any travel related problems that may arise. Vendor shall have the capability to dispatch airline tickets to any area of the world either through the Vendor's own network of offices, airport ticket counters, or E-Tickets.

Air Fares:

1. The vendor guarantees to offer State travelers the Lowest Logical Available Airfare (LLAA) at the time the reservation is placed. The vendor is required to give first consideration to air carrier that currently have existing contracts/agreements with the State for specified discounts in determining the LLAA (i.e. Airfare01 or most recent contract for air carriers).
2. Vendor is responsible for ticketing within the specified time to ensure application of LLAA. If LLAA is sold out, the agent will wait-list the class of service and advise traveler of the same. Upon clearance of lower airfare, vendor will advise traveler of the fare difference and ticketing requirements. Direct billing to individual State agency's accounts is a desired option but not required.
3. Vendor should advise travelers of the availability of different flight options which may produce a lower fare (flights plus or minus three hours of the requested departure time that produce lower fares or flights that are available with one stop in lieu of more expensive non-stop flights).
4. If any flight is canceled within the legal time frames specified by the air carrier, the vendor is responsible to inform any traveler of any penalty that may be incurred due to change or cancellation of special fares. The notification should be communicated prior to ticketing and restated on the traveler's itinerary.

Auto Rentals/Limousine Services:

The vendor will be required to provide reservations for ground transportation such as automobiles, limousine, train, etc. at the most economical rate. The vendor is required to give first consideration to rental firms that have existing contracts/agreements for rentals with the State (as specified in CRENTAL08, or most recent contract for rental car

services).

Accommodations:

Vendor should offer all reservations for lodging (hotel/motel) at the most economical rate. Vendor should give first consideration to the host hotel of a national or regional conference as the benchmark. For accommodations within the State of West Virginia, vendor should give preference to hotels/motels with which the State has existing contracts/agreements (as specified in MOTEL09 for West Virginia only lodging, or most recent contract for short-term lodging).

Tickets, Itinerary & Documents:

1. E-Tickets – Tickets shall be provided by the vendor to the traveler when ever possible.
2. Itinerary – Upon issuance of the E-Tickets, two full copies of the traveler's itinerary must be provided. The itinerary must indicate:
  - Full address and phone number of the booking Agent.
  - Carrier name(s) and flight numbers (departing and returning).
  - Arrival and departure dates and times.
  - Seat assignment, meal service.
  - Ground transportation confirmation number.
  - Hotel/Motel reservation name and confirmation number.
  - The lowest fare available or reason lowest fare not utilized.
  - Standard rate versus the traveler's actual rate and savings if any.
3. Documents – Vendor should provide passport/visa services. Said services should include, but shall not be limited to: supplying visa information and applications, maintaining a database of travelers' visa and passport numbers with expiration dates, and sending reminders to the individual travelers six (6) months prior to expiration.
4. Security Issues – Vendor should advise travelers of any possible security problems concerning destination or carriers. The vendor has the responsibility to inform travelers as to the areas of the world where travel may be unsafe due to international terrorism as well as specific carriers that should be avoided as advised by the State Department. In the event of loss/theft of traveler's passport, the Vendor shall provide assistance in obtaining an emergency renewal.

Fee Restrictions:

1. No charges will be allowed for hotel or rental car only reservations.
2. The transaction fee should only be charged at the time of the ticketing of an airline reservation or when a reservation is confirmed with a confirmation number. A transaction fee should not be charged regardless of the number of changes made to an itinerary until the airline ticket is issued.
3. For reservations with multiple travel suppliers such as rental car, hotel, and airline reservations, there should be only a single fee for one reservation or trip.
4. The State of West Virginia will not pay for paper tickets for domestic air travel or were international E-Tickets are allowable.

Reports & Training Services:

1. A representative of the vendor who is familiar with the State account shall provide: (1) consultation services, (2) assistance to identify and resolve all service problems and (3) advice, with suggestions, to the Travel Management Office staff through reports and observations of methods or procedures to improve services or correct problems in the following areas:

- Assistance in monitoring and enforcing the State's travel policies to reduce travel expenses without reducing quality of customer service.
- Advising the State of current changes and trends in the travel industry.
- Offering continuous process improvements.

2. The vendor shall provide, at the vendor's expense, a specific number of annual training sessions to designated State agencies. The training sessions should include guidelines and procedures for booking travel reservations directly with the vendor and troubleshooting.

3. The vendor should be qualified and prepared to assist any State agency with consultation and staff support to arrange for meetings, conferences, seminars, and regional meetings.

4. The vendor must provide access to the reservation system to the Travel Management Office (the Travel Management Office randomly checks reservations for accuracy and compliance with travel regulations) as well as the management information reports normally supplied to a corporate client with ad hoc reports upon request with reasonable notice.

5. The vendor must act as a consultant to the State to secure/negotiate net or reduced airfares on behalf of the State at no additional cost.

6. The vendor must provide access to online accounting services such as invoice search, refund status and MIS reports to the Travel management office, coordinators, and travelers.

7. The vendor must provide data regarding the previous three years total air volume.

8. The vendor must identify what percentage of the business bookings is corporate or leisure.

9. The vendor must list the number of corporate accounts with annual air volume exceeding \$500m.

10. The vendor must list the current operating hours for each location and number of employees at each location.

### 3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds: N/A*

3.3.2 *Insurance Requirements: N/A*

3.3.3 *License Requirements:*  
Workers Compensation

3.3.4 *Litigation Bond: N/A*

## PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

### 4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

- Title page – State the RFP Subject and number, the vendor's complete corporate name, business address, telephone number, name of the authorized contact person to speak on behalf of the vendor, dated and signed.

- Table of contents – clearly identify the material by section and page number.

- Section I – “Agent Profile” (10 points possible) **The vendor must have at least five years experience as a full service licensed (ARC/IATA)** with two (2) customers of similar size (within +/- 20% of the total bookings and total booking amounts ) and similar services as required by the State of West Virginia. Agent should respond to the following:

1. Provide a brief history of the company and an annual statement to assure the vendor is an established travel agency which has the financial capability to administer the State's account.

2. A current organizational chart identifying the structure and size of the vendor.

3. Identify location(s) that will service the State account with preferences given to locations in West Virginia. Indicate whether the locations identified are company owned, affiliated, franchised, etc. (Charleston, Huntington and Morgantown generate the largest concentrations of travelers. Others are Clarksburg, Fairmont, wheeling, Parkersburg and Martinsburg).

4. Provide a minimum of two (2) current references including individual name, company name, address and telephone number of the individual named.

• Section II – “Agent Characteristics” (20 points possible) The relationship between the travel agents and the State’s travelers is critical to the success of this contract. The State needs to understand how your agents will respond to our travelers and their needs. The vendor must employ proficient travel agents in sufficient numbers with appropriate training to manage the State’s travel needs. Vendor should address the following:

1. Detail the number of agents the vendor will dedicate to the State account and provide the level of experience and number of years each representative has as the vendor’s employee.
2. Detail the number of agents on each shift, their minimum experience level and shift average experience level.

• Section III – “Servicing the State Account” (30 points possible) Vendor must be able to issue electronic tickets to travelers throughout the entire State during normal work hours, after work hours, and on weekends if necessary. The vendor must have a nation-wide “800” (or equivalent national toll-free number) that travelers can call 24/7 and receive full service. Please describe whether this service is an agency operated function or a contracted function of your Agency. If contracted, describe the company and services available.

The vendor should respond to this section by providing the following:

1. Describe the airline reservation system you now employ. Which is your primary system? Identify which system you recommend for use with your contract. How the process functions with RESX.
2. Describe your current supporting software capabilities (low fare search, e-mail, fax, reservations, etc.) and any future automation plans. Do you employ your own programming staff or is this function contracted?
3. Explain your standard for ticket delivery, cancellations, changes and refunds.
4. Define your automation for business travel reservations, in-house reporting and accounting.
5. Define your capability to reconcile corporate charge card billings to your own billings.
6. Describe your quality control software that guarantees lowest fares. Does the process differ for domestic v/s international?

7. Describe automated and manual tools to assist with processing the State's negotiated discount contracts, group rates, and government contracted rates.

8. Describe your ability to accommodate electronic ticketing.

9. Describe your ability to secure special airline services for travelers including seat clearance in preferred seating areas, automated flyer upgrades, assistance for physically impaired travelers, etc.

10. Describe all products and services that will be provided by contract employment rather than full time agency employees.

11. What formal contingency plan do you have to sustain the reservation process in case of a system failure or outage? Do you have an alternate facility available to sustain operations in case of a major service disruption at your main computer center?

12. Describe and provide an example of any standard management reports you propose to submit to the State Travel Management Office.

13. Describe the hotel reservation process. Indicate the standard response time for confirmation of reservations. How do you assure the traveler receives the best available rate when faced with issues such as agency negotiated rates, government contract rates and best market/corporate rates? What, if any, incentives can you offer such as late check-in, express check-out at certain facilities?

14. Describe the car rental process. How do you assure the traveler receives the best available rate when faced with issues such as agency negotiated rates, government contract rates and best market corporate rates? Can you reserve express service for travelers? What, if any, incentives can you offer such as late pick-up, express check-in and out from certain rental carriers?

15. Describe your ability to secure additional ground transportation arrangements including limo/shuttle and negotiated rack rail rates.

16. Describe your internet service capability in detail (management reports, etc.).

17. Describe the training that will be offered to State Travel Coordinators upon assumption of the contract. Training should also include travel safety issues and tips on traveling alone.

• Section IV – “Implementation Plan” (10 points possible) Vendor should respond to the following:

1. Provide a proposed implementation timetable and schedule of events.



2. Identify the number and type of personnel that will be dedicated to the implementation plan.

3. Describe the Agent’s experience at implementation of service for accounts of similar size and annual bookings.

4. Identify the key person responsible for implementation of the State account.

5. Describe how you will educate the State’s travelers with your procedures for making reservations and obtaining other services offered by the Agent. Details should include offering an information packet to the State traveler.

• Section V – “Cost” (30 point possible) Please review part 4.3 “Evaluation Criteria” to determine for the purposes of evaluation how the state will evaluate booking fees.

4.2 **Evaluation Process:**

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications 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 following are the evaluation factors and maximum points possible for technical point scores:

A. Agent Profile	(Part 4, Section 1)	10 Points Possible
B. Agent Characteristics	(Part 4, Section 2)	20 Points Possible
C. Servicing the Account	(Part 4, Section 3)	30 Points Possible
D. Implementation Plan	(Part 4, Section 4)	10 Points Possible
D. Cost	(Par 4, Section 5)	30 Points Possible
Total		<hr/> 100 Points Possible

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

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times (?)30 = \text{Price Score}$$

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 4.1. 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 vendor's 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 reserves 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 interests 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 forms/bid sheets are to be on a separate page so that they may be filled out and submitted independently from the technical proposal. Below are examples.)

Total all-inclusive fee (project) \$ \_\_\_\_\_

Grand total breakdown by task:  
(Or whatever you need for evaluation/use with contract)

1) (Example) \$ \_\_\_\_\_

2) (And so on) \$ \_\_\_\_\_

## COST PROPOSAL

The estimated air carrier transaction per year is 8,000 State-wide. Agent retains all commissions returned from hotel/motel, car rental and ground transportation.

Definition of a "transaction fee" is:

- Issuance of a ticket for common transportation including travel reservations, hotel reservations, car rental, itinerary changes, refunds and other services related to booking an itinerary OR
- Booking of car rental and/or hotels including reservations/confirmations, itinerary changes, refunds and other services related to booking and itinerary.

Vendor to complete the following:

NOTE: This information is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage.

8,000 transactions (approximate) The quantities indicated on the cost page are estimates; no future contract use is guaranteed.

x \$ \_\_\_\_\_ fee per transaction  
= \$ \_\_\_\_\_ total annual cost.

# West Virginia Purchasing Division

## Travel Management Unit

**JOE MANCHIN III**  
Governor

**ROBERT W. FERGUSON,  
JR.**  
Cabinet Secretary

**DAVID R. TINCHER**  
Director

**CATHERINE DEMARCO**  
Manager

## TRAVEL RULES

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### SECTION 1. General

#### 1.1 Scope:

This rule governs in-state, out-of-state and international travel, hereinafter referred to as "travel," for state officials, employees and non-employees, except those in the legislative and judicial branches of state government and except the Attorney General, Auditor, Secretary of State, Treasurer, Board of Investments and Commissioner of Agriculture and their employees traveling on behalf of the state of West Virginia.

#### 1.2 Authority- *West Virginia Code*, §12-3-11

**1.3 Filing Date-** March 26, 1998

**1.4 Effective Date-** July 1, 1998

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## **SECTION 2. Delegation of Authority and Responsibilities**

**2.1** Authority to manage, approve or disapprove travel and travel-related expense is delegated exclusively to the administrative head of a state agency. Authority may be revoked by the Travel Management Office.

**2.2** The spending officer may delegate authority to others within the respective state agency to act as designee(s) for authorizing and approving travel and travel-related expenses as may be required. All such authorizations and approvals shall be made in accordance with the provisions of these regulations.

**2.3** Travel may be authorized only for official business and only if the state agency has the financial resources to reimburse the traveler for travel expenses.

**2.4** The spending officer may develop administrative policies and procedures for the state agency, consistent with these regulations, to provide additional guidance to employees and others traveling on behalf of the state agency.

**2.5** The responsibility to audit a traveler's expense account settlement lies with the state agency. Approval of a traveler's expense account settlement by the state agency means that the expense account settlement meets all criteria established by this rule for reimbursement. The state agency shall audit and submit an accurate expense account settlement for reimbursement to the Auditor's Office within 15 days after completion of travel.

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## **SECTION 3. Travel regulations applicable to all employees, board and commission members, and non-employees**

### **3.1 Employees**

**3.1.1** Approval to travel shall be secured in advance by the employee in accordance with these regulations and, if applicable, the administrative policies and procedures of the state agency. Under no circumstances should an employee travel without proper approval of the spending officer.

**3.1.2** Employees are responsible for submitting a travel expense account settlement form, with all required attachments, to the travelers spending unit. The form should be submitted within the time prescribed by the Travel Management Office or spending unit, after the last day of the approved travel to qualify for reimbursement of expenses or for payment.

**3.1.3** Consultants, contractors and non-employees are not required to use these rules and regulations, at the spending unit's option. All consultant and contractor travel should be included as part of the consulting/contractor fee agreement.

**3.1.4** Reimbursement of travel expenses paid from federal, state and private grants shall be governed by the terms and conditions of the grant if they differ from those contained in this rule; otherwise, this rule shall govern such reimbursement.

## **3.2 Board and Commission Members**

**3.2.1** This rule shall govern reimbursement of travel expenses to board and commission members when legislation requires such members to follow this rule.

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## **SECTION 4. Transportation**

### **4.1 Air Transportation**

#### **4.1.1 Commercial Airlines**

**4.1.1.1** Allowable reimbursement for commercial airline travel shall include the actual expense or cost for the least expensive logical fare via the most direct route, or a reasonable alternative route if it results in lower fare. Travelers may not specify a particular airline to accumulate mileage or promotional plans, such as frequent flyer programs, if it results in a higher airfare. [See Section 11]

**4.1.1.2** Travelers are expected to make advance bookings through the contracted travel service vendor to secure the least expensive airfare possible. Reimbursement for tickets where reservations were not made through the contracted travel services vendor requires authorization from the Travel Management Office before reimbursement will be made. Reimbursement may be made to the traveler in advance for airfare purchased between 45 and 180 days before the trip begins.

**4.1.1.3** In order to receive reimbursement, the traveler must submit the original invoice from the travel service vendor. If airfare is reimbursed before the trip, it must be referenced on the traveler's final expense account. Refundable or unused airline tickets shall be returned immediately to the ticket issuer for proper credit/refund.

**4.1.1.4** Commercial airline tickets may be direct billed to the spending unit and paid before the travel if allowed by the spending units' administrative policies and procedures. The traveler must attach a copy of the travel agency's itinerary or other proof of travel to the expense account settlement.

**4.1.1.5** If a change in the cost of airfare is incurred, the charge is reimbursable if the traveler is directed by the appropriate spending unit officer to change his or her travel plans, or if other extenuating circumstances arise. Increased or extra charges incurred due to the traveler's negligence will be considered a personal expense of the traveler and shall not be reimbursed.

**4.1.1.6** Deliberately causing increased costs or delays to obtain personal gratuities, such as denied boarding compensation, frequent flier points or mileage, or similar benefits, is prohibited. In addition, conversion of airline tickets for personal benefit, such as downgrading tickets, returning unused tickets for cash, credit, or personal airline tickets, or similar actions, is

prohibited. Any credits, rebates or refunds resulting from these actions must be returned to the state of West Virginia. [See Section 11]

**4.1.1.7** All major airlines charge a fee to issue paper flight coupons in situations where an e-ticket is available. E-tickets are the industry standard and are issued automatically unless the traveler specifically requests a paper ticket. The e-ticket will be sufficient for traveling and reimbursement. If a paper ticket is requested, the service charge will not be reimbursed. If travelers experience problems with e-tickets when exchanging due to flight cancellations or delays, particularly when changing airlines, the travel service vendor is required to assist and provide proper documentation.

#### **4.1.2 Non-Commercial Aircraft Service.**

**4.1.2.1** For any state-owned or private aircraft service, please contact the Aviation Division at (304) 558-0403 for policies, procedures and instructions.

## **4.2 Ground Transportation**

**4.2.1** The traveler may use a state-owned vehicle, privately-owned vehicle, or a commercial rental vehicle for ground transportation. The availability and use of a state-owned vehicle will be determined by the Fleet Management Office and/or the spending units' administrative policies and procedures.

**4.2.2** The operator (traveler) of a vehicle must possess a valid operator's license. The operator is personally responsible for any fines and/or penalties resulting from citations, charges, or warrants attributable to operator negligence. Such fines and/or penalties shall not be a reimbursable expense.

**4.2.3** In cases where a traveler chooses to drive rather than fly while on business, reimbursement will be based on actual in transit expenses (mileage, hotels, parking, meals, etc.), not to exceed the lowest available commercial airfare plus local transportation, and parking (where required) to and from the airport.

**4.2.4** Roadside assistance services, if needed for a state vehicle, may be reimbursed at actual cost if deemed appropriate and reasonable by the spending officer.

#### **4.2.5 State-Owned Vehicles**

**4.2.5.1** State-owned vehicles may be requested from a spending unit's motor pool in accordance with the spending unit's administrative policies and procedures. State-owned vehicles are for "official business use" only and must be operated by an employee of the spending unit.

**4.2.5.2** Receipts/documentation is not required for use of state-owned vehicles. When the gas card is not used a receipt is required for fuel.

#### **4.2.6 Privately-Owned Vehicles/Courtesy Vehicles**

**4.2.6.1** Privately-owned and courtesy vehicles may be used when traveling on state business. Reimbursement will be made at the prevailing rate per mile established by the Travel Management Office, excluding normal daily commuting mileage, for actual miles traveled using

the shortest practicable route to the point of arrival at the traveler's destination. This rate is intended to cover all operating costs of the vehicle (including fuel, maintenance, depreciation, insurance, etc.), and no additional reimbursement will be made.

**4.2.6.2** Receipts are not required for reimbursement of mileage for using privately-owned/courtesy vehicles.

#### **4.2.7 Commercial Rental Vehicles**

**4.2.7.1** Commercial rental vehicles may be used when traveling on state business with the contracted car vendor. Reimbursement for rentals not made with the contracted car vendor requires authorization from the Travel Management Office. Reimbursement will be made at actual cost for the daily rental fee for a mid-size or smaller vehicle, plus mileage fees and fuel costs. For travel of more than a few days in duration, weekly rental rates may be reimbursed if they will result in a lower total cost than the daily rate. Reimbursement may be made for full-size vehicles if more than three (3) people are traveling together on spending unit business and for larger vehicles if a group of five (5) or more is traveling together.

**4.2.7.2** Collision damage insurance for automobile rentals of seven (7) days or less are reimbursable, and should be taken, unless the rental has been made using the State Travel Credit Card, which provides collision damage coverage at no cost for rentals up to 60 days.

The program does not cover the rental of trucks, campers, off-road vehicles, trailers, motorized bikes, motorcycles and motorized scooters, antique cars, high value, special interest and exotic cars or vans that seat more than 15 occupants.

Collision damage insurance for rentals of more than seven (7) days is not reimbursable and should not be taken. The state of West Virginia insurance program automatically covers collision insurance for vehicle rentals more than seven (7) days. No other insurance or insurance-like product is reimbursable for rentals used in the United States, unless required by law. Full coverage insurance is a reimbursable expense for any approved rental vehicle used outside the United States.

**4.2.7.3** It is not mandatory to reserve rental vehicles through the contracted travel agency vendor. However, in the case where a third party booking incurs a service fee, that fee will not be reimbursed (i.e. some internet sites charge a service fee for booking cars). Travelers may use car rental services from another company in the following situations:

- a) Rental car vendor does not have a location in the specific area.
- b) Rental car vendor does not have the appropriate vehicle at the time needed.
- c) Rental car vendor does not have the appropriate vehicle for the duration needed.

Travelers must note these exceptions on the travel expense settlement form.

**4.2.7.4** Receipts and/or documentation are required for reimbursement of car rental and mileage charges or fees. Reimbursement may be made for actual fuel costs. Receipts should be attached, if available. Travelers must return rental cars with a full tank of fuel; refueling costs charged by rental agencies are not reimbursable.



#### **4.2.8 Rail Service**

**4.2.8.1** Travelers are expected to make advanced bookings through the contracted travel services vendor and use the least expensive logical fare via the most direct route, or other reasonable route that results in a lower fare.

**4.2.8.2** Receipts/documentation is required for reimbursement of rail service expenses.

#### **4.2.9 Miscellaneous Ground Transportation**

**4.2.9.1** When courtesy transportation is provided by a hotel, motel, or other service facility, the traveler is encouraged to use their service.

**4.2.9.2** Travelers may be reimbursed for taxi, bus, and other forms of public transportation.

Receipts are not required if under the limit authorized by the Travel Management Office.

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### **SECTION 5. Lodging**

#### **5.1 Reimbursement**

**5.1.1** Allowable reimbursement for lodging shall include the actual expenses for overnight accommodations and all applicable taxes and surcharges.

**5.1.2** Reimbursement for a single occupancy shall be at the least expensive single room rate available.

**5.1.3** For multiple occupancy, reimbursement may be claimed fully by one traveler with no claim filed by the other traveler, or each traveler may be reimbursed at equal percentages of the total actual cost for accommodations.

**5.1.4** If a change in the lodging charge is incurred, the change is reimbursable if the traveler is directed by the appropriate agency officer to change her or his travel plans, or in other extenuating circumstances, as approved by the immediate supervisor of the traveler. Charges incurred due to the failure of the traveler to notify the facility will be considered the personal expense of the traveler.

**5.1.5** It is not mandatory to reserve hotels through the contracted travel agency vendor. However; in the case where a third party booking incurs a service fee, that fee will not be reimbursed (i.e., some internet sites charge a service fee for booking hotels).

#### **5.2 Receipts**

**5.2.1** Receipts are required for lodging reimbursement. The hotel/motel invoice or folio shall be the official document utilized for reimbursement to the traveler.

#### **5.3 Direct Billing**

**5.3.1** Lodging may be direct billed if allowed by the spending unit's administrative policies and procedures. The traveler must attach a copy of the lodging invoice or other proof of lodging to the expense account settlement.

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## SECTION 6. Meals

**6.1** Meal expense reimbursement is limited to actual expenses for food, service and gratuities, not to exceed the Authorized Daily Rates as established by the U.S. General Services Administration (GSA). Specifically excluded are alcoholic beverages and entertainment expenses. Where a percentage of the maximum daily rate is used, the traveler may round the calculated amount up to the next whole dollar. Meal reimbursement is allowed when lodging is listed as "gratis" or "no charge."

**6.2** State employees will be reimbursed the actual cost of meals when there is an overnight stay. Employees will be reimbursed actual costs not to exceed the established GSA meal rates.

**6.2.1** Exceptions may be granted to these rates in situations when authorized by the cabinet secretary/agency head. If reimbursement is made in excess of the GSA rates, receipts are required and the cabinet secretary/agency head must approve the expense voucher.

**6.3** When meals are provided for a traveler, the traveler's maximum daily rate shall be reduced by the appropriate amount. To determine the amount of deductions for meals, allowances for meal expenses shall be deducted accordingly:

Breakfast	20% of the maximum daily rate
Lunch	20% of the maximum daily rate
Dinner	60% of the maximum daily rate

**6.3.1** On the first and last days of travel of an overnight trip when no meals are provided, the allowable reimbursement is based on 75% of the GSA per diem rate for the specific city. Departure or arrival times are not considered. If a meal(s) is provided gratis or included within a registration fee of the business travel, the per diem rate must be reduced by the appropriate amount as indicated in 6.3 from the 75% of the GSA Authorized Daily Rates.

**6.4** Meal expenses for single day travel are not reimbursable. Single day travel is travel without an overnight stay. Travel without an overnight stay will not qualify a traveler as being away from home for purposes of receiving non-taxable meal reimbursement. This does not apply to Guardian Travel [see Section 6.5.1].

**6.5** The following qualifications for extraordinary meal expense reimbursement require the exercise of good judgment in determining what is a "reasonable" expense to incur for the situation.

**6.5.1** Travelers transporting or accompanying clients, patients, students or others entrusted to a spending unit for their care, education or placement, referred to as Guardian Travel, may be reimbursed the actual cost of meals, not to exceed the ADR. Receipts (or the student signature form) per the state's current guidelines are required.

**6.5.2** Employees in undercover operations, law enforcement personnel and others in certain occasional overtime situations, at the direction of the spending officer/designee, may be

reimbursed for their actual expenses. These cases must have the approval of the cabinet secretary or agency head. Agencies should keep appropriate documentation on file.

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## SECTION 7. Registration Fees

**7.1** Fees or charges for attendance at conferences, meetings, seminars, and/or workshops, as well as event-related materials, are reimbursable expenses to the traveler. Reimbursement for registration fees at meetings or conference is allowable and must be supported by a receipt. Employees should verify acceptable payment methods with the conference before the conference. Registration fees should be charged to the employee's corporate travel card, 'ghost account' or ATM cash advance.

If this is not possible, the registration can be direct billed. An agency purchase order may be issued, if necessary. The traveler must attach a copy of the registration invoice or other proof of attendance to the expense account settlement.

**7.2** Receipts are required for reimbursement. The receipt/documentation provided by the event sponsor shall be sufficient for reimbursement. Travelers are reminded to adjust meal reimbursement requests for meals included with the registration fee.

**7.3** The traveler will not receive an allowance or reimbursement for lodging or food included in registration fees.

**7.4** If a cancellation charge is incurred, the charge is reimbursable if the traveler is directed by the appropriate spending officer/designee to change her or his travel plans, or if other extenuating circumstances arise and are approved by the spending officer/designee. Charges incurred due to the failure of the traveler or the traveler's representative to notify the event sponsor will be considered a personal expense to the traveler.

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## SECTION 8. Other Expenses

**8.1** Travelers may incur miscellaneous business-related expenses for which reimbursement may be made, if appropriate. Receipts are required for any individual expenditure in excess of \$75.00. The spending officer/designee may require any and/or all receipts at their option, as a means of cost control.

An agency may allow an employee to file a copied, faxed or duplicate invoice if the original receipt is lost; however, the Auditor's Office requires two original signatures, in addition to the traveler's. One signature must be the chief financial officer, or the agency/department administrator, and the other must be a delegated agency staff person, who has a signature card on file with the Auditor's Office.

Such expenses and reimbursement may include, but are not limited to:

- a. Baggage handling and gratuities when using public transportation or conveniences (i.e., taxi, limousine, air porter services, or airport/rail curbside check-in), or when using a lodging facility that has portage (i.e., "bell person") services rather than a facility where the traveler is expected to carry her or his own luggage;
- b. Baggage storage between appointments, and between hotels and meeting places;

- c. Tolls, garage and parking fees, including gratuities;
- d. Communication expenses, such as: (1) local calls which may include a surcharge; (2) long distance calls which may include toll charges and surcharges and must be made on the current corporate communications travel card; (3) surcharges for long distance calls when the toll charges are direct billed; and (4) facsimiles, cablegrams, or telegrams which may include toll charges, surcharges, or delivery charges;
- e. Currency conversion;
- f. Guides, interpreters, and visa fees; or,
- g. For trips involving multiple days of travel or for single day travel where the traveler is unexpectedly delayed for business reasons, the traveler may make one personal telephone call home per day. Reimbursement shall be made at actual cost, not to exceed \$3.00 a day. This call must not be made on the state telecommunications or travel cards.

**8.2** Non-reimbursable travel-related expenses include the cost of passports (not as a travel expense, but may be considered as a direct charge to the spending unit), interest on late payment of individually held travel cards, and personal flight or baggage insurance. Exceptions must be approved by the spending officer.

**8.3** Persons traveling in foreign countries should report their expenditures in United States dollars. The total expenditure in foreign currency must be converted into United States dollars at the rate or rates at which the foreign money was obtained. The rates of conversion and the commissions charged must be shown. Travelers are encouraged to use the corporate travel card to receive the best conversion rates and avoid high currency conversion fees.

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## **SECTION 9. Form of payment for business travel**

### **9.1 Corporate Travel Card**

**9.1.1** Travelers should use the corporate charge card issued by the state of West Virginia for business related travel expenses. No personal purchases are permitted. The state and its agencies expect their employees to observe a standard of conduct which will not reflect discredit upon the integrity of their employees. Delinquency may result in suspension or cancellation of charging privileges. The employee is responsible for all purchases and cash advances charged to his or her card. Reimbursement from the state must be forwarded to the Corporate Travel Card Company. Employees may be requested to sign an acceptance of responsibility form, at the agency's discretion.

### **9.2 Cash Advances from an Automatic Teller Machine (ATM) using the State Corporate Travel Card**

**9.2.1** A cash advance for either in-state or out-of-state travel is permissible when an employee travels a minimum of two (2) consecutive days on official business.

Cash advances are limited to the maximum amount authorized by the spending unit. However,

the minimum cash advance is \$100, with a maximum of \$350 in a seven-day period.

A cash advance is for business purposes only. No cash advance for personal purposes is permitted.

The preferred method of obtaining a cash advance is to use the state corporate travel card at an ATM or bank lobby. ATM cash advances should be obtained at a bank location as convenience stores may limit the amount of cash it dispenses.

The employee will be reimbursed for only one (1) ATM cash advance transaction fee and associated fees per trip, unless authorized by the Travel Management Office.

**9.2.2** For employees ineligible to receive a state corporate travel card or those who have applied and have not yet received their card, the cash advance procedure in 9.3 applies.

**9.2.3** The receipt ticket from the ATM machine is required for reimbursement of the ATM transaction fee.

### **9.3 Cash Advances from the Auditor's Office**

#### **9.3.1 Cash Advances for Employees**

**9.3.1.1** Cash advances may be received by employees for business travel for the payment of registration fees and/or daily miscellaneous expenses where the state corporate charge card is not accepted. Cash advances may be issued for: (a) out-of-state travel; (b) a minimum of four (4) days and a maximum of the number of days approved for travel at the rate of \$50 per day for miscellaneous expenses; (c) the exact amount of registration fee which is \$100 or more; (d) the total estimated expenses for a student or student group; and (e) other circumstances approved by the spending officer/designee.

#### **9.3.2 Settlement of Cash Advances**

**9.3.2.1** All cash advances must be settled by the individual traveler and spending unit within thirty (30) days after completion of travel. Such settlement shall be submitted by the spending unit to the Auditor's Office for final settlement within the time frame prescribed by the Auditor's Office.

**9.3.2.2** Failure to settle a cash advance within the time frame prescribed by the Auditor's Office may result in suspension of cash advance privileges.

### **9.4 Direct Billing**

**9.4.1** Direct billing may be authorized by the spending officer according to the spending unit's travel guidelines. The traveler is responsible for attaching to the expense account settlement copies of receipts, invoices, etc. for any direct billed fee.

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## **SECTION 10. Reimbursement Forms**

The form(s) used for reimbursement of travel expenses shall be those promulgated by the Travel Management Office and the Auditor's Office.

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#### SECTION 11. Other Provisions

According to the West Virginia Ethics Commission, frequent flier miles, hotel bonus points or other travel incentives resulting from official business travel may be used only for future official business travel.

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#### SECTION 12. Exceptions

Any exceptions to this rule must be documented in writing and approved by the Travel Management Office.

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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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

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

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

State of West Virginia  
**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.