



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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 05/16/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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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
***** ADDENDUM NO. 1 *****						
1. REQUEST FOR PROPOSAL TRAVEL09 REVISED, 19 PAGES.						
2. TRAVEL09 QUESTIONS AND ANSWERS, 1 PAGE.						
3. SIGN-IN SHEET - MANDATORY PRE-BID FOR TRAVEL09.						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

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#: TRAVE1 09
Opening Date: 06/03/2009
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		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) \$ _____

Exhibit A

4.5 COST PROPOSAL

The estimated air carrier transaction per year is 8,000 State-wide. The transaction quantity indicated is an estimate, no future contract use is guaranteed.

Definition of a "transaction fee" is:

- Issuance of a ticket for common transportation including travel reservations, itinerary changes, refunds and other services related to booking an 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.

On-line reservations with no agent assistance:

\$ _____ fee per transaction X 3750 (approximate) transactions = \$ _____

Reservations with agent assistance:

\$ _____ fee per transaction. X 4100 (approximate) transactions = \$ _____

International travel:

\$ _____ fee per transaction. X 150 (approximate) transactions = \$ _____

TOTAL: \$ _____

1 Q.	Part 3, Section 3.1 General Requirements, states “The vendor must have the capability for the State to book airlines and other modes of travel on-line” (via the World Wide Web). Then under Section 3.2, states: “Must fully interact with State’s Booking tool RESX. And “System should permit Travel Coordinators or travelers to query a reservation for airlines, car rentals, and hotel and permit online booking or reservations.” If the State has contracted with TRX for use of the online booking system, RESX, this would be a duplication to ask the Travel Management company to also provide an online booking system. Please clarify.
1 A.	The West Virginia State Auditor’s Office is utilizing TRX and this contract will be interacting with TRX/RESX.
2 Q.	Section 3.2 Statement of Work, under Fee Restrictions: The RFP states “No charges will be allowed for hotel or car rental only reservations.” Then under Section 4.5, Cost Proposal Format/Bid Sheets, under Definition of a “Transaction Fee”. “Booking of car rental and/or hotels including reservations/confirmations, itinerary changes, refunds and other services related to booking an itinerary. Please clarify if the vendor will be able to charge a transaction fee for hotel or rental car only reservations.
2 A.	Section 4.5, page 26 has been corrected by removing, “ Booking of car rental and/or hotels including reservations/confirmations, itinerary changes, refunds and other services related to booking and itinerary. See revised RFP.
3 Q.	Section 4.5 Cost Proposal Format/Bid Sheets (Pg. 25) As the fees are transaction based, please explain what the State is looking for under Total all-inclusive fee (project) and Grand Total breakdown by task.
3 A.	Section 4.5 on page 25 is a “Sample” Cost Proposal Only.
4 Q.	Section 4.5 Cost Proposal Format/Bid Sheet. The formula shown asks for the fee per transaction, based on an estimate of 8,000 transactions. There is not an estimate of what percentage of transactions will be accomplished online, without agent assistance, and what percentage of transactions will be fully assisted reservations. May vendors propose different pricing for online reservations with no agent assistance and for agent assisted reservations? Also, may vendors propose different pricing for domestic, vs. international travel? Current industry practice also may differentiate pricing for after hours or emergency assistance. How will the State evaluate the potential total annual cost without an estimate of percentages of the different types of transactions?
4 A.	Section 4.5 (pg. 26) Cost Proposal has been revised.

SIGN IN SHEET

Request for Proposal No. TRAVEL09

PLEASE PRINT

Date: May 12, 2009

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

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