



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

Solicitation

NUMBER
TRAVEL13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED
05/23/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-87-01-000		
SERVICE: TRAVEL MANAGEMENT						
REQUEST FOR PROPOSAL (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION, ON BEHALF OF ALL STATE AGENCIES, IS SOLICITING BIDS TO PROVIDE A STATEWIDE OPEN-END CONTRACT FOR TRAVEL MANAGEMENT SERVICES PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ TRAVEL13 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR PROPOSAL

(Travel13)

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SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** for a Statewide contract to provide a full service travel agency to service various state agencies and political subdivisions.
2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal ("RFP").

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events:

Vendor's Written Questions Submission Deadline	06/05/13
Mandatory Pre-bid Conference.....	06/04/13
Addendum Issued.....	Week of 06/7/13
Bid Opening Date	06/13/13
Oral Presentation (<i>Agency Option</i>)	<i>Not applicable to this solicitation</i>

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Department of Administration - Purchasing Division 2019 Washington Street East Charleston, WV 25305 06/04/13 - 10:00 A.M.
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All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 06/05/13

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 3 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

06/13/2013 - 1:30 P.M.

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

REQUEST FOR PROPOSAL

(Travel13)

SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance: or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	Airline Reporting Corporation License
<input checked="" type="checkbox"/>	International Association of Travel Agents License
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a	for	n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, 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.

- 46. 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 and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: Travel13

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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 specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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SECTION FOUR: PROJECT SPECIFICATIONS

- 4.1. **Location:** Agency is located at 2019 Washington Street East, Charleston, WV 25305
- 4.2. **Background and Current Operating Environment:** The State of West Virginia currently has travel services provided by a vendor.

Break down (total volume for dollars spent, utilizing fiscal year 07/11 thru 07/12 t-card data):

Travel Service	Dollars
Airline	\$5,088,924.00
Lodging	\$600,867.00
Rail	\$1,971.00
Car Rental	\$1,131,471.00

- 4.3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
- 4.4. **Project and Goals:** The project goals and objectives are:

4.4.1 **Goal 1: Customer Support**

The successful vendor should provide customer support to users of this contract. This support should include, but not limited to the following:

4.4.1.1 Objective 1: Hours of operation should include, but are not limited to:

- a. 8:00 A.M. through 5:00 P.M., Monday through Friday, excluding legal holidays via toll-free telephone number.
- b. 24 hours per day, 7 days per week availability to assist State travelers with any travel emergency that may arise regardless of the time or location via toll-free telephone number.

4.4.1.2 Objective 2: Staffing requirements should include but are not limited to:

- a. 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.

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- b. Employees' capability to answer questions and provide assistance in solving any travel related problems that may arise.
- c. Adequate staffing to assure all calls are handled promptly and should have a continual quality control program in service.
- d. Emergency staffing to assist user of this contract should the need arise.

4.4.1.3 Objective 3: The successful vendor should have a phone queue system that:

- a. Should not route outside calls to answering machines. In the event the phone system is out of service, reservations should be handled manually.

4.4.2 Goal 2: Air Fares/Auto Rentals/Limousine Services/Ground Transportation & Lodging Accommodations

The successful vendor should offer the following service(s) in regards to Air Fares/Auto Rentals/Limousine Services & Accommodations:

- 4.4.2.1 Objective 1: First consideration should be given firms that have existing statewide contracts/agreements with the State of West Virginia.
- 4.4.2.2 Objective 2: Vendor should offer all reservations at the most economical rate.
- 4.4.2.3 Objective 3: Vendor should advise travelers of the availability of different flight options which may produce lower fare flights plus or minus three hours of the requested departure time that produce lower fares or flights are available with one stop in lieu of more expensive non-stop flights.

4.4.3 Goal 3: Document Services

The successful vendor should provide the following document services, which include but are not limited to:

- 4.4.3.1 Objective 1: Supplying visa information and applications.
- 4.4.3.2 Objective 2: Maintaining a database of travelers' visa(s) and passport numbers with expiration dates.
- 4.4.3.3 Objective 3: Sending reminders to the individual travelers six (6) months prior to expiration.

4.4.4 Goal 4: Security Issue Awareness

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The successful vendor should make travelers aware of any possible security issues concerning destination or carriers which may include:

4.4.4.1 Objective 1: 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.

4.4.4.2 Objective 2: In the event of loss/theft of traveler's passport, the Vendor being required to provide assistance in obtaining an emergency renewal.

4.4.5 Goal 5: Fees

The successful vendor should disclose any fees and should be prescribed in the following manner, which include:

4.4.5.1 Objective 1: 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 and fee should not be charged regardless of the number of changes made to an itinerary until the airline ticket is issued.

4.4.5.2 Objective 2: 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.

4.4.6 Goal 6: Consulting

The successful vendor may be required to provide consulting services with may include:

4.4.6.1 Objective 1: 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.

4.4.6.2 Objective 2: 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.

4.4.7 Goal 7: Reports & Training Services

4.4.7.1 Objective 1: A representative of the vendor who is familiar with the State account should provide: (1) consultation services, (2) assistance to identify and resolve all service problems and advise, 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:

- a. Assistance in monitoring and enforcing the State's travel policies to reduce travel expenses without reducing quality of customer service.

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- b. Advising the State of current changes and trends in the travel industry, in addition to, offering continuous process improvements.

4.4.7.2 Objective 2: The vendor should 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.

4.4.8 Goal 8: Program Implementation

4.4.8.1 The state intends to implement the program statewide. Implementation should be seamless to the traveler with no disruption in service. Vendor should work with all existing contracts for air, car rental, hotels, etc. and be familiar with all State Travel Regulations before implementation.

4.4.9 Goal 9: Automation Capabilities

The state recognizes the value of automation capabilities:

4.4.9.1 Objective 1: The successful vendor should have the capability to provide automated services.

4.4.9.2 Objective 2: The successful vendor should have a high degree of technical expertise and should make provisions to retain said expertise.

4.4.9.3 Objective 3: The successful vendor should have a system be able to support policy and procedure enforcement at the State, Agency, and Department/Division level.

4.4.9.4 Objective 4: The vendors system should integrate with the State's payroll system.

4.4.9.5 Objective 5: The vendor should provide a robust, configurable online booking tool that can integrate with an expense management tool.

4.4.10 Goal 10: Disaster Recovery Plan

The successful vendor should have a disaster recovery plan should the vendor's primary operation site become unavailable due to either man made or natural disaster.

4.5 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding

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compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

4.5.1 Mandatory Requirement 1: Accommodations and Travel

- 4.5.1.1 The vendor will be required to book air and ground transportation, hotel, and motel rooms for the State's business travelers according to the WV State Travel Rules. 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 transportations
- 4.5.1.2 The vendor guarantees to offer State travelers the Lowest Logical Available Airfare (LLAA) at the time the reservation is placed.
- 4.5.1.3 Objective 2: The vendor is responsible for ticketing the specified time to ensure application of LLAA.
- 4.5.1.4 If LLAA is sold out, the vendor 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.
- 4.5.1.5 If any flight is canceled with 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

4.5.2 Mandatory Requirement 3: System Integration

- 4.5.2.1 The vendor must provide access to the reservation system (Apollo, Sabre..etc.) 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.

4.5.3 Mandatory Requirement 4: Billing

The successful vendor shall bill at time of sale and shall be in accordance with the terms and conditions established herein. Travel card or personal charge card will be accepted.

4.5.4 Mandatory Requirement 5: Fees

- 4.5.4.1 Fees will be based off air carrier transactions only and will not be permitted for hotel and/or rental car only transactions. The transaction fee should only be charged at the

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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 issued. For reservations with multiple travel suppliers such as rental car, hotel, and airline reservations, there should be only a single fee for one reservation trip.

4.5.5 Mandatory Requirement 6: Tickets & Itinerary

4.5.5.1 The State of West Virginia will not pay for paper tickets for domestic travel.

4.5.5.2 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.

4.5.5.3 E-Tickets shall be provided by the vendor to the traveler when applicable.

4.5.5.4 Itinerary -- Upon issuance of the E-Tickets, two full copies of the traveler's itinerary must be provided. The itinerary must indicate:

- a. Full address and phone number of the booking Agent
- b. Carrier name(s) and flight numbers (departing and returning)
- c. Arrival and departure dates and times
- d. Seat assignment, meal service
- e. Ground transportation confirmation number
- f. Hotel/Motel reservation name and confirmation number
- g. The lowest fare available or reason lowest fare not utilized
- h. Standard rate versus the traveler's actual rate and savings if any

4.5.6 Mandatory Requirement 7: Reports & Training Services

The vendor shall provide, at the vendor's expense, two 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.

4.5.7 Mandatory Requirement 8: Certifications Related to Lobbying:

4.5.7.1 Vendor certifies that no federally 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.

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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.

4.5.8 Mandatory Contract Item 9 Record Retention (Access & Confidentiality)

4.5.8.1 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.

4.6 Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

4.6.1 Materials and Information Required at Oral Presentation:

Oral presentations are not a requirement of this request for proposal.

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SECTION FIVE: VENDOR PROPOSAL

- 5.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 5.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

- 5.4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

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- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

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. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

- 5.5 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.
- 5.6 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5..

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SECTION SIX: EVALUATION AND AWARD

- 6.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall 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.
- 6.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

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

• Organization	7 Points Possible
• Eligibility of Vendor	8 Points Possible
• Customer Support	10 Points Possible
• Air Fares/Auto Rentals/Limousine Services/Ground Transportation & Lodging Accommodations	5 Points Possible
• Document Services	5 Points Possible
• Security Issue Awareness	2 Points Possible
• Fees	5 Points Possible
• Reports & Training Services	5 Points Possible
• Consulting	5 Points Possible
• Implementation Plan	5 Points Possible
• Automation Capabilities	8 Points Possible
• Disaster Recovery Plan	5 Points Possible
• (Oral interview, if applicable)	(N/A) Points Possible
• Cost	<u>30 Points Possible</u>
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:

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

- 6.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

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- 6.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.
- 6.2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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Attachment A: Vendor Response Sheet

Vendors responding to this solicitation should provide detailed narrative descriptions of the following:

4.3 Qualifications and Experience:

4.3.1 Organization

Vendor should submit any pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the vendor's qualifications and capabilities to perform the services described herein. The vendor should state the name(s), title(s), phone number(s) and email address(s) of each.

Vendor Response

4.3.2 Eligibility of Vendor

The vendor should supply a statement and documentation describing the Vendor's business and ability to provide services required:

- a. Provide a brief history of the company and include the latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization or any other acceptable proof of financial responsibility.
- b. Vendor should submit evidence of the transaction capacity currently being utilized as well as any additional capacity to be acquired to provide the specific work requirements.
- c. Supply current organizational chart identifying the structure and size of the vendor in relation to the scope of work.
- d. Provide thorough and detailed proposals so that the state may properly evaluate the vendor's capabilities to provide the required services. This should include a written narrative of the vendors experience in providing travel services described herein.

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- e. Provide proof of at least five years experience as a full service, licensed ARC (Airline Reporting Corporation) and IATA (International Association of Travel Agents) entity. The vendor should submit evidence of at least two (2) customer profiles. These customer profiles should include, but are not limited to: similar size, total booking amounts, and services (within +/- 20%) which would be required by the State of West Virginia.
- f. Provide a minimum of two (2) current references including individual name, company name, address and telephone number of the individual named.
- g. Provide data regarding the previous three years total air volume.
- h. Identify what percentage of the business bookings is corporate or leisure.
- i. List the number of corporate accounts with annual air volume exceeding \$500 million.
- j. 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. and list the physical location of employees assigned to this account.
- k. List the current operating hours for each location and number of employees at each location.
- l. The vendor should provide sufficient information to establish that adequate personnel resources are available to support various travel needs of the State of West Virginia.
- m. Proposal should state the number of employees currently assigned to government travel accounts.
- n. The vendor should address the number of positions that would be assigned to the states travel program and the number of hours each position will be assigned for implementation and on-going operations for the duration of the contract.

Vendor Response

4.4 Project and Goals

4.4.1 Customer Support

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 should employ proficient travel agents in sufficient numbers with

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appropriate training to manage the State's travel needs. The vendor should provide customer support to users of this contract. Please describe this support including:

4.4.1.1 Hours of operation:

- a. 8:00 A.M. through 5:00 P.M., Monday through Friday, excluding legal holidays via toll-free telephone number. Please include a description of hours and days of coverage for domestic and international travel.
- b. 24 hours per day, 7 days per week availability to assist State travelers with any travel emergency that may arise regardless of the time or location via toll-free telephone number. Describe how emergency situations will be handled.

4.4.1.2 Staffing requirements:

- a. 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. Please describe the mechanisms utilized to assist customers in a timely manner.
- b. Employees' capability to answer questions and provide assistance in solving any travel related problems that may arise. In the vendor response, identify what staff training that is made available to your agents to keep them knowledgeable of industry trends and changes and to promote customer service. Detail any programs provided to your agents that increases or maintains the level of morale and avoids or is a deterrent to agent burnout.
- c. Adequate staffing to assure all calls are handled promptly and should have a continual quality control program in service. 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. Specify the number of agents on each shift, their minimum experience level and shift average experience level and describe the quality control program implemented. Detail the current monthly productivity of travel agents in your organization (What performance measures do you employ to measure the productivity of your agents?) Describe all products and services that will be provided by contract employment rather than full time agency employees.
- d. Emergency staffing to assist should the need arise. Describe how after hours staffing is determined and how other accounts of similar size are managed in regards to emergency situations.

4.4.1.3 Phone queue system:

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- a. Should not route outside calls to answering machines. In the event the phone system is out of service, reservations should be handled manually. How are high call volumes and system outages dealt with? What formal contingency plan do you have to sustain the reservation process in ease 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?

Vendor Response

4.4.2 Air Fares/Auto Rentals/Limousine Services/Ground Transportation & Lodging Accommodations

The vendor should explain their capabilities to offer the following service(s) in regards to Air Fares/Auto Rentals/Limousine Services & Lodging Accommodations:

- a. Explain your standard for ticket delivery, cancellations, changes and refunds.
- b. Define your capability to reconcile corporate charge card billings to your own billings.
- c. Describe and provide an example of any standard management reports you propose to submit to the State Travel Management Office.
- d. 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, etc. at certain facilities?
- e. 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?
- f. Describe your ability to secure additional ground transportation arrangements including limo/shuttle and negotiated rack rail rates.

4.4.2.1 First consideration should be given firms that have existing contracts/agreements.

4.4.2.2 Vendor should offer all reservations at the most economical rate. Please describe appropriate hardware and software to book fares at the lowest possible price, change

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and cancel fares as requested, reconcile billings regularly, and profile traveler preferences electronically.

- a. Describe how the will be vendor will be in compliance with the State Travel Regulations and work with the State's travelers in order to keep within the limitations and policies established while traveling. Describe automated and manual tools to assist with processing the State's negotiated discount contracts, group rates, and government contracted rates.
- b. Describe your quality control software that guarantees lowest fares. Does the process differ for domestic v/s international?

4.4.2.3 Vendor should advise travelers of the availability of different flight options which may produce lower fare flights plus or minus three hours of the requested departure time that produce lower fares or flights are available with one stop in lieu of more expensive non-stop flights.

- a. Please describe the vendor's ability to book airfares up to 180 days in advance of the departure.
- b. Describe the airline reservation system you now employ. Which is your primary system? Identify which system you recommend for use with your contract.
- c. Describe your abilities to provide airline reservations and services including bulk ticket purchases, promotional coupons, consolidator tickets, frequent flyer mileage, airline two-for-one promotional fares, etc.
- d. 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.

Vendor Response

4.4.3 Document Services

The vendor should describe if the following are included in their proposal and how they will be treated:

- 4.4.3.1 Visa information and applications.
- 4.4.3.2 Database of travelers' visa(s) and passport numbers with expiration dates.
- 4.4.3.3 Reminders to the individual travelers six (6) months prior to expiration (of visa).

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Vendor Response

4.4.4 Security Issue Awareness

The vendor should make travelers aware of any possible security issues concerning destination or carriers. Vendor should explain how the following will be accomplished:

- 4.4.4.1 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.
- 4.4.4.2 In the event of loss/theft of traveler's passport, the Vendor being required to provide assistance in obtaining an emergency renewal.

Vendor Response

4.4.5 Fees

The vendor should disclose any fees; describe how the following will be accomplished:

- 4.4.5.1 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 and fee should not be charged regardless of the number of changes made to an itinerary until the airline ticket is issued.
- 4.4.5.2 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.

Vendor Response

4.4.6 Reports & Training Services

- 4.4.6.1 A representative of the vendor who is familiar with the State account should provide:
 - (1) consultation services, (2) assistance to identify and resolve all service problems and advise, 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:
 - a. Assistance in monitoring and enforcing the State's travel policies to reduce travel expenses without reducing quality of customer service.
 - b. Advising the State of current changes and trends in the travel industry, in addition to, offering continuous process improvements.

Please elaborate on how the above will be met.

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- 4.4.6.2 The vendor should 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. Please describe how this need would be met.

Vendor Response

4.4.7 Consulting

The vendor may be required to provide consulting services; vendor should explain their capabilities for the following:

- 4.4.7.1 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. Describe examples of consultation provided to customers of similar size and characteristics, citing references and providing relevant contact information. This contact information should include name, address(s), phone number(s), and email address(s). Additionally, identify any fee associated with this service if applicable. Describe the training that will be offered to State Travel Coordinators upon assumption of the contract. Examples of training subject matter should include travel safety issues, tips on traveling alone, etc.
- 4.4.7.2 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. Describe how the vendor will act as a liaison for the State of West Virginia.

Vendor Response

4.4.8 Implementation Plan

The state intends to implement the program statewide. Implementation should be seamless to the traveler with no disruption in service. Vendor should work with all existing contracts for air, car rental, hotels, etc. and be familiar with all State Travel Regulations before implementation. Please provide how this need will be met, and elaborate on the following:

- 4.4.8.1 Provide a proposed implementation timetable and schedule of events.
- 4.4.8.2 Identify the number and type of personnel that will be dedicated to the implementation plan.
- 4.4.8.3 Describe the Agent's experience at implementation of service for accounts of similar size and annual bookings.
- 4.4.8.4 Identify the key person responsible for implementation of the State account.

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

4.4.8.6 Vendor should assist the state with an implementation plan, i.e., recommendations about the implementation of the pilots, suggesting the number of agencies to be used in pilot, recommended periods of benchmarking and success measurement techniques.

4.4.9 Automation Capabilities

4.4.9.1 Vendor should summarize the automation capabilities offered. The following topics should be addressed:

- a. Online inquiries
- b. Upload and Download Capabilities
- c. Internet Access

4.4.9.2 Vendor should explain plans to retain the high level of expertise, addressing, but not limited to the following topics:

- a. Research and development commitment
- b. Continuing education of staff
- c. Association/memberships of vendor staff.

4.4.9.3 The system should be able to support policy and procedure enforcement at the State, Agency, and Department/Division level. It is highly desirable for a system to be able to track and manage travelers whose trips are subject to rules that vary. The system should be able to identify rules for acceptable travel types by traveler, by agency or department. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. Describe how the system would provide such support and describe the system capabilities.

4.4.9.4 It is desirable for a system to integrate with the State's payroll system to create and maintain a traveler profile information while offering a method of the traveler to maintain the personal demographic information contained in the profile (such a birth date, gender, and desired seating assignments), while at the same time disallowing the maintenance of some travel parameters (changing name, updating home address, or changing class of service. Describe how the proposed system would integrate with current State systems.

4.4.9.5 The vendor should provide a robust, configurable online booking tool that can integrate with an expense management tool. (i.e. profile creation/maintenance, passing of itinerary choices and status updates). Describe how the proposed online booking tool would satisfy the following requirements:

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- a. The system should support the ability to book airfare, lodging, rail, and ground transportation for domestic and international travel.
- b. The system should have the capability to integrate with the state's expense management tool to facilitate pre-trip approvals of the proposed itinerary. Some agencies require travelers to obtain multiple levels of approval for a trip in advance of the final booking.
- c. The system should be able to support the need of the State to enforce the use of the authorized transportation, lodging provider(s) and other approved travel service related suppliers for business travel. Exception reporting and informational alerts are desired.
- d. The vendor should provide access to online accounting services such as invoice search, refund status and MIS reports to the Travel management office, coordinators, and travelers.

4.4.9.6 Vendor should explain their ability to issue electronic tickets to travelers regardless of their location, during normal work hours, after work hours, and on weekends if necessary. All tickets should be delivered in a timely matter according to the employee's needs. The vendor should state their nation-wide "800" (or equivalent national toll-free number) that travelers can call 24 hours per day/7 days per week to 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. Describe your ability to accommodate electronic ticketing.

4.4.9.7 Vendor should 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 should provide a confirmation in a secure electronic environment, including transmission of confidential information such as credit card and traveler personal profiles. 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? Describe your internet service capability in detail (management reports, etc.).

4.4.9.8 Define your automation for business travel reservations, in-house reporting and accounting.

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4.4.10 Disaster Recovery Plan

The vendor should describe its disaster recovery plan in detail and indicate the length of time required to restore full service assuming the Vendor's primary operation site is unavailable due to either man made or natural disaster.

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Attachment B: Mandatory Specification Checklist

4.5.1 Mandatory Requirement 1: Accommodations and Travel

- 4.5.1.1 The vendor will be required to book air and ground transportation, hotel, and motel rooms for the State's business travelers according to the WV State Travel Rules. 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 transportations
- 4.5.1.2 The vendor guarantees to offer State travelers the Lowest Logical Available Airfare (LLAA) at the time the reservation is placed.
- 4.5.1.3 Objective 2: The vendor is responsible for ticketing the specified time to ensure application of LLAA.
- 4.5.1.4 If LLAA is sold out, the vendor 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.
- 4.5.1.5 If any flight is canceled with 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

4.5.2 Mandatory Requirement 3: System Integration

- 4.5.2.1 The vendor must provide access to the reservation system (Apollo, Sabre..etc.) 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.

4.5.3 Mandatory Requirement 4: Billing

The successful vendor shall bill at time of sale and shall be in accordance with the terms and conditions established herein.

4.5.4 Mandatory Requirement 5: Fees

- 4.5.4.1 Fees will be based off air carrier transactions only and will not be permitted for hotel and/or rental car only reservations. The transaction fee should only be charged at the

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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 issued. For reservations with multiple travel suppliers such as rental car, hotel, and airline reservations, there should be only a single fee for one reservation trip.

4.5.5 Mandatory Requirement 6: Tickets & Itinerary

4.5.5.1 The State of West Virginia will not pay for paper tickets for domestic travel.

4.5.5.2 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.

4.5.5.3 E-Tickets shall be provided by the vendor to the traveler when applicable.

4.5.5.4 Itinerary – Upon issuance of the E-Tickets, two full copies of the traveler's itinerary must be provided. The itinerary must indicate:

- a. Full address and phone number of the booking Agent
- b. Carrier name(s) and flight numbers (departing and returning)
- c. Arrival and departure dates and times
- d. Seat assignment, meal service
- e. Ground transportation confirmation number
- f. Hotel/Motel reservation name and confirmation number
- g. The lowest fare available or reason lowest fare not utilized
- h. Standard rate versus the traveler's actual rate and savings if any

4.5.6 Mandatory Requirement 7: Reports & Training Services

The vendor shall provide, at the vendor's expense, 2 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.

4.5.7 Mandatory Requirement 8: Certifications Related to Lobbying:

4.5.7.1 Vendor certifies that no federally 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.

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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.

4.5.8 Mandatory Contract Item 9: Record Retention (Access & Confidentiality)

4.5.8.1 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.

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment C: Cost Sheet

As explained in the request for proposal, Vendor will not charge a booking or other fee to the State for reservations related to hotel and rental car services. Accordingly, this cost sheet is composed of three sections, all related to airline reservations as follows: On-line reservations with no agent assistance, reservations with agent assistance, and reservations for international travel.

Each section has an estimated number of transactions per year based on typical contract usage for the given service. A transaction represents an airline reservation for one individual person and any requested changes to that reservation. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should complete the Cost Sheet by inserting the fee per transaction in the blank space provided for each item. The fee should then be multiplied by the (approximate) transactions with the product presented in the blank space at the end of each line. The total of all products should then be summed and entered into the Total space. The Vendor should complete the Cost Sheet in its entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor shall complete the following:

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: \$ _____

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If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

RFQ No. TRAVEL13STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

*Purchasing Affidavit (Revised 07/01/2012)***NOTE:****Vendor and Notary's date must be the same.****Notary required to AFFIX SEAL on Purchasing Affidavit.**