Request for Proposal

Travel Management Services

November 2, 2010

A VASCUPP Member Institution
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Procurement Services
Charlottesville, Virginia
Travel Management Services
Request for Proposal #KC110210
November 2, 2010

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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: [http://www.procurement.virginia.edu/pagehome](http://www.procurement.virginia.edu/pagehome)

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced firm to provide Travel Management Services. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to
govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The over 20,300 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.
In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm or firms to provide Travel Management Services (the “Services”) to begin April 1, 2011.

The Travel Commodity is the third largest procurement category the University manages on an annual basis, behind only Construction and Lab Supply research. The University spends approximately $26 million dollars annually within the travel category;

<table>
<thead>
<tr>
<th>Expenditure Type</th>
<th>Number of transactions</th>
<th>Dollar Amount</th>
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<tbody>
<tr>
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<td>Air Travel (US)</td>
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<td>Rental Car (US)</td>
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<td>Lodging (Foreign)</td>
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<tr>
<td>Lodging (US)</td>
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<td>$7,999,401</td>
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<tr>
<td><strong>Total</strong></td>
<td>31720</td>
<td><strong>$25,726,571</strong></td>
</tr>
</tbody>
</table>

*This number is the amount of transactions. These transactions could be for one day or night or for several.

The University also spends approximately $3 million dollars annually on conference services (catering, conference room rental, AV, etc.).

The University is located in Charlottesville, Virginia but also consist of satellite offices and schools throughout the state of Virginia, the largest of which would be the University of Virginia at Wise, located in Wise, Virginia.

University travelers are students, faculty and staff, and guests of the University. The most frequently used originating airports are: Charlottesville, Dulles, and Richmond. The University’s air travel is 80% domestic and 20% foreign. The three University departments/divisions with the largest travel spend, are:
A. Athletics Department

The University’s Athletic Department’s travel needs are large in scope, size, and flexibility. University Athletics travel is made up of:

- Team travel for the Universities 25 sports teams. Team sizes are as small as 10 and as large as 70 students. Team travel is almost exclusively in the United States, but there are a few trips to other countries. Travel takes place throughout the entire calendar year.
- Recruiting travel. Coaches need support on travel (which frequently is a complex multiple trip journey) and to recruits visiting the University.

The University currently uses private charters for long distant team travel for the football and men’s and women’s basketball teams, but is open to having these travel arrangements made via commercial flights if cost savings are significant.

Due to the volume of travel and complexities of following University, NCAA, and Athletic Coast Conference rules and regulations associated with travel, the University’s Athletics Department will be deciding if it will be providing a physical location within its building at the University, for a travel management firm to place an in-house travel agent or to continue to do business as is via the internet, phone, and email. The decision by the University’s Athletics Department will be based upon the quality of the proposals received.

B. International Studies

The University’s International Studies Office coordinates international travel for approximately 100 faculty/staff and 900 students each year. The majority of the travel has been to Europe, but increasingly the University is arranging trips to the rest of the world. Below is an estimate of the percentage of trips to the various regions (by travelers, not dollar value):

- Europe 55%
- Asia 10%
- Latin America 23%
- Africa and the Middle East 10%
Group travel needs in host countries often include housing, classroom facilities or meeting space, ground transportation, regional air transportation, museum and historical site admissions, participation in cultural events, and historical site field trips. It is valuable for University students to interact directly with people their own age in the host country; if a travel service provider could assist in arranging those interactions it would be very desirable.

University students on education abroad programs have usually been responsible for their own international flights as it provides them with more flexibility and affordability. The University’s International Studies Office sometimes arranges group flights when practical or critical for the group to arrive as one because there are cost benefits or when security is a concern. The University’s International Studies Office sometimes arranges program pre-departure orientations at hotels near group flight departure airports, so finding appropriate spaces for these meetings is something we would want a travel service provider to supply.

C. Hospital

Hospital travel primarily consists of doctors traveling to and from conferences and field research projects. The Hospital, while part of the University, operates with some different policies and procedures. Specifically the Hospital requires that all travelers go through a pre-travel approval process. Selected Firm(s) will need to be able to offer processes and software solutions that meet the needs of both the University and the Hospital.

Current Method

To date, the method used by the University to manage its travel needs has been to negotiate contracts with each major travel commodity;

1. Travel Management Vendors: There currently are nine contract vendors. Current University policy allows for any University department to use any Travel
Management vendor, even those that are not on the contracts list. It is estimated that 20% to 30% of individuals book their travel through the large online travel sites such as Orbitz, Expedia, or Travelocity.

2. Lodging in Charlottesville: The University currently negotiates contracts with hotels in the Charlottesville area. The contracts have multiple year terms, offer discounted pricing, and University friendly attrition and cancellation clauses.
   a. Lodging outside of Charlottesville: The University currently does not have any contracts in place on a national level. All reservation for non-local hotels are made directly by the individual or through the assistance of a travel management vendor.
   b. Rental Cars: The University has rental car contracts in place, for both local and national use, with Hertz, Enterprise, and National Rental Car. Individuals may choose to rent from these contract vendors or any other rental car company.
   c. Airlines: Currently the University has no contracts with any of the airlines.
   d. Travel Audit and Compliance: The University currently audits 100% of all travel via a post travel audit process. This process is currently conducted in-house.

To view the list of current contract vendors and their specific contracts for the commodities listed above go to:

http://www.procurement.virginia.edu/pagecontracts&category=Travel%2FRelocation

Future
Going forward the University seeks a streamlined, efficient, cost effective, high service travel booking process that meets the needs of the University’s travelers, its administrators, and auditors. The University will be reevaluating, based upon the proposals received, which travel commodities it will continue to contract and manage in-house (rental car, lodging, and airline) and which it will transition to the Selected Firm(s).
The University is in the process of revamping its “Traveling to the University” [http://www.virginia.edu/placestostay.html] website. The goal is to make this website a useful tool for guests and visitors of the University. Currently there is a lot of historical information posted on the website about the University and Charlottesville area, but it is lacking on the usefulness as a tool in assisting guests and visitors of the University with getting to Charlottesville. The vision is to create a website that has a one-stop-shop structure. Users would get useful information, but also be able to book travel with the assistance of the University’s contract vendors in; travel management, rental car, and lodging. Visitors or guests would include, but not be limited to;

- Prospective students and their families, parents and relatives of current students, performers, guest speakers, visiting faculty, alumni, visiting athletic teams, and attendees to University hosted conferences.

The University would like the Selected Firm(s) to consider providing Travel Management Services to guests and visitors of the University at a discounted price.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Services, and/or alternate creative proposals. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

The University reserves the right to award to multiple firms to respectively provide any part of the Services discussed in this RFP.

III. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) for providing Travel Management Services necessary to help the University achieve its goals as outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide those Services outlined in this section.

A. General Travel Management Services will include:
1. Book airline (commercial and charter), lodging, car rental, limousine, and / or charter bus travel at the most favorable rates and routing. The Selected Firm(s) are expected to utilize any contracts that the University has in place with rental cars companies, airlines, or hotels chains – if those are the lowest priced option.

2. Provide delivery of tickets and or trip itineraries within 24 hours after reservations are confirmed to the requesting University end user, unless a longer period of time is requested by the end user. All tickets, with few exceptions, should be delivered electronically.

3. Advise University departments of savings opportunities as it pertains to bundling air, lodging, and / or rental car reservations.

4. Provide maintenance of travel profiles on individual University travelers including, but not limited to, seat preference, food requirements, award program numbers, and any other special request.

5. Ensure accuracy in booking, invoicing, and itineraries. Must be able to supply all original receipts available to traveler.

6. Follow all local, state, and federal laws and regulations.

7. Communicate to the traveler and / or the travel arranger, when the reservation takes the traveler to locations requiring immunizations, what and when immunizations are needed by.

8. Communicate any travel alerts or warnings, issued by the US Government and / or destination area, including travel restrictions to sanctioned countries.

9. Monitor current fares against tickets already booked and issued, if a lower fare is discovered, refund or credit the University booking department the difference.

10. Accept the University’s P-card as the preferred form of payment for all University travel.

11. Provide Visa and Passport services.

12. Provide estimates of travel cost as requested by University departments for budget planning.
B. Specific Athletics Department Services may include:

1. Solicitations for airline charter quotes, upon request from the University’s Athletics Department. Quotes should be based upon all specific University and Athletic requirements (insurance, etc.).

2. Provide group hotel booking services. Selected Firm(s) will solicit bids for group hotel stays as requested by the University’s Athletics Department. A summary of quotes will be provided to the University’s Athletics Department and, if requested, the actual lodging quotations received.

3. Provide an account manager specifically for the University’s Athletics Department. This account manager will be of managerial level (have the authority to act and make decisions to resolve issues, including contractual issues, without the need for extensive consultation within the Selected Firm’s organization), will be the main point of contact to coordinate all athletics travel requirements, and will handle any problems or inquires.

4. Provide an on-site employee who will conduct operations from the University’s Athletics Department (8 a.m. to 5 p.m., M-F). This individual must have a minimum of two years of experience in handling athletics team travel and will be required to learn NCAA and Atlantic Coast Conference travel rules. The University’s Athletics Department will have final approval on who will be the designated on-site employee.

5. Provide group airfare expertise, the Selected Firm(s) must be able to use administrative or high-level carrier contracts to obtain favorable fares, seats on capacity controlled flights and have the proven ability to address other challenges typically associated with group airfare.

6. Provide special reservation services, specifically accommodating standard airline requirements, to address the unique University’s Athletics’ Department requirement where occasionally the exact roster of athletes traveling to an away game is not known until just before the departure.
C. Specific Education Abroad Services will include:
   1. Provide premier group travel services for the University’s International Studies Office. An account representative needs to be assigned as the primary agent to handle travel requests.
   2. Provide quotes and pricing in both US and the hosting country’s currency.
   3. Provide customized group tours and events that meet educational goals and budgetary requirements.
   4. Provide quotes for conference services domestically and internationally.

D. Customer Services will include:
   1. Return phone calls and emails from the University within three business hours.
   2. Notification to travelers of all itinerary changes.
   3. Offer professional trip counseling for travelers and the travel arrangers for complex or unique itineraries.
   4. Provide effective procedures for complaint resolution.
   5. Provide phone support, via a 1-800 number, on a Monday through Friday schedule between the hours of 8:00 a.m. and 5:00 p.m. (Eastern Time), but also have a 24-7 support number for emergency needs to provide assistance to travelers during the night, weekends, and holidays.
   6. Provide training for the online booking tool, if applicable, on an annual basis, via a combination of on grounds training and web training.
   7. Provide a customer service survey tool via the Selected Firm’s website, where University customers will be able to rate the Firm on a number of topics (overall satisfaction with transaction, travel agent’s customers service and knowledge, price, etc.). The Selected Firm’s management team will be expected to monitor this quality information and address any issues which become apparent.
E. Technology will include providing an on-line tool which:

1. Allows travelers to shop and reserve airlines fares, hotel rooms, and rental cars.
2. Allow travelers to view and update their personal profile preferences.
3. Display traveler’s current and past trip itineraries. Detailed receipt printing should be an option. These documents should also be accessible by select individuals, such as a travel arranger, coach, or department business manager.
4. Allows accessibility via multiple software and electronic device platforms, including, but not be limited to: Windows and Apple operated systems, and Smart phones and other devices (specifically the iPhone and iPad).
5. Communicate to the traveler of any airline credits or unused tickets, when the traveler is making a reservation in which those credits or tickets could be used.

F. Reporting will include:

1. Quarterly reports showing;
   a. Airline, lodging, and rental car spend.
   b. Total number of lodging nights booked and top five cities by volume.
   c. Total number of rental car days booked and top five cities by volume.
   d. Trip cancelation fees.
   e. Unused airline tickets.
   f. Reservation method report; online, email, in person, or via the phone, and after hours service support.
   g. Carbon emissions report.
   h. Summary of University complaints and Selected Firm(s) corrective actions.
   i. Small, woman, and minority spending reports
   j. Other reports as requested by the University.
2. Annual analysis showing;
   a. University savings from negotiated discounts with airlines, rental car companies, and / or lodging.
   b. Recommendations to the University on how to reduce travel cost for the following fiscal year.
   c. Annual report that shows detailed travel spend per each commodity and expected spend for the following year, for each requesting department.
   d. Other analysis as requested by the University

G. Services to guests and visitors of the University which may include:
   1. Provide travel management Services (air, lodging, and / or rental car) as requested by visitors and guests of the University. These services should be provided at a discount when compared to standard list price, but this discount should not be greater than the discount extended directly to the University.
   2. Capability to track and report the amount of business provided to visitors and guests of the University.

H. Specific Services for travel commodities which may include:
   1. Hotels;
      a. Provide national hotel chain discounts.
      b. Provide negotiated discounts with local hotels.
      c. Provide a process for the University to receive a credit (in the form of a rebate, hotel points, or room certificates) based upon all hotel business booked through the Selected Firm(s) (equivalent to a preferred guest program, but on a corporate level).
   2. Rental Cars
      a. Provide discounts with rental car chains on a local and / or national level.
b. Provide a process for the University to receive a credit (in the form of a rebate, rental car points, or rental car certificates) based upon all rental car business booked through the Selected Firm(s) (equivalent to a preferred guest program, but on a corporate level).

3. Airlines
   a. Negotiate and create discounts with one or more airlines – for both Domestic and International travel.
   b. Provide the data reporting requirements as contractually required per any airline contract.
   c. Provide a process for the University to receive a credit (in the form of a rebate, airline points, or airline ticket certificates) based upon all air travel business booked through the Selected Firm(s) (equivalent to a frequent flyer program, but on a corporate level).

I. Auditing Services which may include:
   1. Provide level 3 Purchasing Card (“P-card”) details for auditing.
   2. Ensure no first class tickets are purchased unless allowed by University policy or an exemption is granted.
   3. Ensure rental cars are limited to non-luxury, unless exemption is granted.
   4. Ensure the University does not pay for others traveling with University employees (spouses, children, etc.).
   5. Ensure University lodging and per diem limits are followed and the University does not pay for over limit lodging.
   6. Ensure non-allowable travel expenses are not charged to the University.
   7. Ensure proper justification and approval for refundable tickets. Price difference of regular ticket and a refundable ticket must not exceed the price of travelers insurance.
   8. Ensure business purpose of trip is always provided.
IV. Basis of Selection

The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

A. The firm's plan to assist the University to meet its goals for Travel Management Services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services;

B. The firm's relevant experience, qualifications and success in providing the services outlined in this RFP;

C. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;

D. The firm's financial proposal including but not limited to discounts, service charges, and other charges;

E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

F. The contractual terms which would govern the relationship between the University and the Selected Firm; and

G. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.).

Note: The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP.

V. Proposal Assumptions

Due to the Complexity of this RFP, Firms have an option to submit proposals that address; Option A or Option B – details of both are:

A. Proposal Option A

Proposal should be crafted in a manner in which the following assumptions should be made:
1. The University will only issue awards to one to three firms.
2. A University policy will be created to only allow use of the University P-card with the Selected Firm(s).
3. Non-contract vendors could be used by University faculty and staff, but employees would need to use their own personal credit cards and seek reimbursement.

B. Proposal Option B

Proposal should be crafted in a manner in which the following assumptions should be made:

1. The University will continue to do business in a similar fashion as it has in the past. There would be multiple contract travel vendors (University currently has nine contract vendors).
2. University faculty and staff could use any contract vendor or any non-contract travel vendor, and the P-card would be the preferred payment method.

The University will make its decision as to which direction, Option A or Option B, it will choose to go based upon the quality of the proposals it receives. This decision will be made by the highest levels of management at the University. To assist with this step, the RFP committee will summarize and present the pros and cons of both options to University management. Information from the proposals submitted to the University in response to this RFP will be used to make these summaries.

All firms are strongly encouraged to submit a proposal, even if they feel they would not be competitive or cannot meet all of the requirements associated with “Proposal Option A”, they should submit a proposal addressing “Proposal Option B”. Because, if the University decides to continue doing business as is (Proposal Option B), then only firms who have submitted a proposal will be considered for an award.

Firms should clearly state in the beginning of their proposals if they are submitting for “Proposal Option A” or “Proposal Option B”. If the University chooses to move forward
with Proposal Option B, firms who submitted proposals for option A will have the opportunity to submit the additional needed information for option B.

Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of an offeror’s lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

VI. Contents of the Proposals

Option A

“Proposal Option A” should include information outlined in this section.

A. Services

1. Provide a plan of operation to achieve the objectives set forth in Section II Background Discussion and Goals of the University and Section III, Scope of Services, responding to each paragraph and subparagraph in the order addressed.

2. The University invites proposals that present different options for provision of Services, and/or alternate creative proposals from firms. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

B. Questions

Answer the following questions:

1. List the Global Distribution System (“GDS”) and other booking systems supported by your firm. Which system(s) will be used for the University?
What is your firm’s ability to interface with tertiary carriers’ automation (i.e. Southwest Airlines and others).

2. Explain how your firms’ software system will ensure that the lowest available airfare, rental car rates, and lodging rates are obtained. Does the system automatically search until the day of travel for lower fares?

3. Does the system offer a scheduling / fee matrix – showing prices for alternative days?

4. How your firm utilizes the services of any existing University, State, Federal, institutional, or special contracts in which lower pricing could be obtained?

5. Describe how firm will assist the University in negotiating with the airlines. Provide some recent specific savings and negotiated discounts obtained for similar size companies or Universities.

6. Describe how pricing information is displayed via the firm’s online booking tool. Does the price displayed show final price including all taxes and fees?

7. How does your firm handle a la carte airline purchases (baggage, seat upgrades, class upgrades, etc)? Specifically address the Electronic Miscellaneous Document (“EMD”) standard and how it will affect your firm and your firm’s customers.

8. Are there advertisements in your booking tool?

9. Does your booking tool allow for travel policy parameters and rules to be established? Does it allow for approver routing when needed?

10. Current University policy prevents the P-card from being used to pay for lodging. The University traveler must pay for their lodging and seek reimbursement. Does the firm’s booking tool, when a traveler is bundling (booking both air and lodging) have the ability to separate the payment method to two different credit cards?

11. Describe your firm’s plan for backup assistance, covering absences and assisting with unexpected high call volume – specifically for the onsite travel agent within the University’s Athletics Department.
12. Describe the telecommunications configuration (phone system) your firm would recommend to meet the needs of the University.

13. Describe the quality control processes your firm has in place as it relates to accurately booking, lowest fare booked, policy compliance, etc.

14. At what time are calls considered to be “after hours”?

15. Describe your process for booking group airfares.

16. Explain any relationships with air charter companies that may be beneficial to the University. Also explain the qualifications and standards that your company applies when selecting a charter company.

17. What differentiates your firm from the other travel management firms?

18. Does your booking tool have a pre-trip authorization option?

19. Describe your firm’s management reporting system. How is access to this system controlled? Can the reporting tool be broken down by departments and sub-departments (Athletics overall, but also the same information for each sport; basketball, volleyball, etc.)?

20. Provide samples of the following reports;
   - Reconciliation report
   - Unused ticket report
   - Hotel usage by chain and property
   - Car rental usage by car company
   - Airline report by carrier (domestic and international)
   - Executive Summary
   - Top 50 travelers by volume
   - Exception reporting (travel policy violations)
   - Top city pairs

22. Is the data obtained from the reporting system based upon real time information? If not, how often is the system providing the reporting data updated?

23. Does your firm provide comprehensive conference arrangements and booking services? These services would include obtaining quotes, negotiating fees, and summarizing options for the University departments.
C. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing Travel Management Services similar to those described in this RFP. Specifically answer;
   a. How many employees work for your company?
   b. How many employees primarily work with athletic clients or clients with large athletic departments?
   c. Provide bios on the travel agent(s) which would be assigned to work with the University.

2. Provide information on the individual(s) that will be assigned to work with the University, including a description of their experience in providing similar Services to an account the equivalent to that of the University. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.

3. Provide a list of all of the firm's clients comparable to the University (specifically with large athletic departments) indicating the length of service of each account. The University may contact and/or visit any of these accounts.

4. Describe any experience your firm has with NCAA Division I Athletic programs. What is your firm’s familiarity with the NCAA travel rules and regulations?

5. Provide a list of institutions of higher education with which the firm has signed a term contract.

6. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

7. Provide a copy of the firm's most recent audited financial statements.
8. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at: [https://vascupp.org/](https://vascupp.org/)

9. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

10. Provide a concise description of any business partners, subsidiaries and third party providers that may be providing support services as a part of this RFP. Clearly define the specific role and responsibilities of any partner versus the services your Firm is to provide on the various elements of the account.

11. Please describe your preferred supplier relationships with respect to airlines, rental cars, hotels, GDS automation, self booking systems, charge card suppliers, and rail/limo suppliers. Specifically, describe any commission or fee arrangements with travel service providers under contract with your Firm.

12. List any violations of State or Federal Regulations over the Past Five Years.

13. List any pending suits specifying you as the defendant or plaintiff and if the suit is with a customer, provider or competitor.

D. Financial Proposal

1. Describe the fees that will be charged for the Services. Ensure that fees are provided for all Service categories proposed by the firm. Make sure to include a complete list of services, even those services in which there are no fees. And if extending, what fees will be made available to guests and visitors of the University.
2. When are the fees charged, at the time of booking or when the travel happens? How does the transaction service fee appear on credit card statements (bundled into the airline ticket cost or as a separate line)?

3. Describe the cost savings the University can expect by accepting the firm’s proposal. Specifically what discounts, and estimated savings, will be made available via negotiated contracts with airlines, national lodging vendors, and rental cars?

4. Detail what costs, if any, are associated with the University customizing the firm’s booking tool (travel rules, approver routing, allowable limits, etc.)

5. Describe your firm’s rebate program and how the University will be given credit for the guests and visitor business driven to the firm via the University’s “Traveling to UVA” website.

6. Does your firm offer a rebate program for spend as it relates directly to University business?

7. In addition to the financial request above, the University would like to see another financial proposal where the University would be charged for an in-house travel agent.
   a. What would the monthly charge be for an all-inclusive flat management fee for all services listed in this RFP?
   b. What would the monthly charge be to do this exclusively for the University’s Athletics Department? And the rest of the University would use a per transaction fee pricing model.
   c. Provide a breakdown on how the monthly fees were estimated. List all assumptions that were made in making these calculations.

E. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

F. Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

G. Small, Women-owned and Minority-owned (SWAM) Business

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2008 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE) is 40%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Business Segment</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0 %</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0 %</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0 %</td>
</tr>
</tbody>
</table>

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current
quarterly achievements, click here (Current SWAM Report). As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal and targets.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by DMBE. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.

H. Other Information
Provide any other information which the University should consider in evaluating the firm’s proposal.

Option B
“Proposal Option B” should include information outlined in this section.
A. Firm Information, Personnel, References
   1. Provide a brief history of the firm and its experience in providing Travel Management Services similar to those described in this RFP.
   2. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at: [https://vascupp.org/](https://vascupp.org/)
   3. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and
reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

4. List any pending suits specifying you as the defendant or plaintiff and if the suit is with a customer, provider or competitor.

B. Financial Proposal

1. Describe the fees that will be charged for the Services. Use the “University’s Travel Management Pricing Sheet” (Attachment 5) to provide this information. And if applicable, include fees available to guests and visitors of the University.

2. Describe your firm’s rebate program where the University will be given credit for the guests and visitor business driven to the Firm via the University’s “Traveling to UVA” website.

3. Does your firm offer a rebate program for spend as it relates directly to University business?

C. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.

2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.
D. Small, Women-owned and Minority-owned (SWAM) Business

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by DMBE. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.

VII. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

- Issue Date of RFP: 11/02/10
- Pre-proposal Conference: 12/01/10
- Deadline for Receipt of Proposals: 12/15/10
- Oral Presentations & Negotiations (in person)
  - For Option A: Week of 02/01/11
  - For Option B (if needed): Week of 02/08/11
- Second round Negotiations (via phone and email): Through February
- Contract finalization and Award(s): 04/01/11

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:

Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202
**NOTE:** If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

**Note:** If RFP proposal is sent U.S. Postal Service use the P.O. Box. The University does not take responsibility for lost or misdirected mail.

Attention: Kevin Crabtree, Senior Buyer  
Telephone: (434) 924-4219  
Fax: (434) 982-2690  
TDD: (434) 982-HEAR  
Email: kc5yc@virginia.edu

Any questions concerning this RFP will be directed to Kevin Crabtree as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Wednesday, December 1, 2010, 2:00 p.m. to 4:00 p.m. (EST) at the Darden School at the University of Virginia in Charlottesville, Virginia, Class Room 130. Details on directions and maps can be found on the following links;

Driving Directions:

[http://www.darden.virginia.edu/web/About/Directions-Transportation/Driving-Directions/](http://www.darden.virginia.edu/web/About/Directions-Transportation/Driving-Directions/)

Darden Map:


Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of
proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email (pur-rfp@virginia.edu), no later than 1 p.m. (EST) on November 19, 2010 of the names, titles, and phone numbers of the individuals who will attend. Important parking instructions; all vehicles are required to stop at the Gatehouse upon entering the Darden area and obtain a parking pass, otherwise cars may be ticketed.

Firms unable to attend this meeting (due to long distant travel) should notify Rebecca Sims, of their interest in a teleconferencing option. Details and teleconference instructions will be provided to Firms requesting this option. The teleconference will take place on a different date and time.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m. (EST), December 15, 2010. Thirteen copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a thumb (USB stick) drive, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required, and any other area of interest relative to its proposal. Oral presentations and Negotiations are tentatively scheduled for the
weeks of February 1st and February 8th, 2011.

F. Communications Between the University and the firms Regarding This RFP

Informal Communications:
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm(s) and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.; and

2. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications:
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.
G. Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those
which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions
   Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.
   a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
   b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

   Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:
a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Assignment
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement , Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.
I. Information Technology Access Act

In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.
If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.
M. Unauthorized Alien Use.

The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.

N. PCI DSS Compliance

The Selected Firm may accept credit card payments from the University and third parties (i.e. students, parents, etc) for the Services described in this RFP. The firm acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that the Selected Firm is, and will remain at all times during the term of the resulting Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at: https://www.pcisecuritystandards.org/pdfs/pci_dss_saq_navigating_dss.pdf]. Firm will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of. Firm will maintain appropriate documentation of: (1) their processing level (Level 1-4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those Firms required to perform such scans. Firm further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. Firm will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney’s fee) (“Damages”) arising from lawsuits, actions, claims
or demands by the (“Claims”) seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Firm’s negligence or the breach of any of Firm’s obligations herein.
Attachment 2
Preferred Contractual Provisions

A. Services
During the term of this Agreement, the Selected Firm will provide for the University the services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of
the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.
I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

   Commercial General Liability:
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate with the following coverages:

   \{X\} Premises/Operations \{X\} Products/Completed Operations
   \{X\} Contractual \{X\} Independent Contractors
   \{X\} Personal Injury \{X\} Additional Insured*
Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by their employees.

\{X\} Any Automobile \{X\} Owned and Non-Owned Automobiles

Errors and Omissions:
The Selected Firm and any Subcontractor will maintain a minimum Limit of Liability of $2,000,000 per claim for professional errors and omissions coverage.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

L. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to
extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement Services.

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: [https://vascupp.org/hem.pdf](https://vascupp.org/hem.pdf)

P. Small, Women-owned, and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:
Nancy Noblette  
Administrative Assistant to the Director of Procurement Services  
E-mail: nrn9g@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

Q. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights.

Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or
contract to the University to the extent such grant or contract requires intellectual
property terms to apply to subcontractors.

R. Electronic Procurement Clause
The Selected Firm agrees to provide and maintain an electronic catalog in the
University’s Electronic Marketplace (the “Marketplace”). Catalogs can be hosted in the
Marketplace or a punchout from the Marketplace to the Selected Firm’s website. The
University requires the following from its catalog vendors.

Hosted Catalog Firms will:
• Periodically update items, descriptions and pricing. Not to exceed four times per
  year.
• Use SciQuest functionality to identify product classifications such as hazardous
  materials, radioactive, controlled substances, etc.
• Address pricing discrepancies within one business day.
• Invoice all items at catalog prices until a new price file is submitted and approved
  by the University.
• Not increase prices more than once per year and will allow 30 days to review any
  price changes prior to changing invoiced prices.

Punchout Catalog Firms will:
• Notify the University’s Contract Administrator of pricing and product changes
  prior to making a change.
• Clearly notate shipping terms, return policy and cancellation policy in the
  punchout catalog.
• Provide training or help details in the punchout catalog.
• Allow customization of the punchout catalog with the University’s marks, logos
  and/or necessary language.
• Agree that to the extent the terms and conditions of this Agreement are in conflict
  with those in the punchout catalog, this Agreement will take precedence.
• Provide an error message as connectivity interruptions arise.
• Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

The Selected Firm will:
• Ensure that the Catalog data is maintained, updated and accurate.
• Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
• Negotiate freight terms for Marketplace purchases.
• Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
• Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
• If necessary will maintain and update accurate Ship to addresses in its system.
• Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
• Support a manual process for change orders.
• Encourage University user to utilize the UVa Marketplace for placing orders.

The University reserves the right to remove the Selected Firm’s catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

S. Payment Terms
The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the
correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

T. Marketing
The University encourages the Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm’s Goods and Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

U. Future Services
The University reserves the right to have the Selected Firm provide additional Services under the same Favored Nations pricing, terms, and conditions across the Selected Firm’s service line. Such additional Services may include Services that are newly introduced during the term of this Agreement. Such newly introduced additional Services will be provided to the University at Favored Nations pricing, terms, and conditions.
Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia 22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia  22904-4202

   by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
Attachment 5  
**Travel Management Fee Pricing Matrix – Used for Proposal Option B**

If your firm does not provide a specific service or product please put “NA” into the appropriate fields. If your firm provides a service but does not charge for it please put “$0 - Fee Waived”.

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Price (per traveler) Domestic</th>
<th>Price (per traveler) International</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>One stop shop tickets</strong> <em>(Agent booking involves any combination of airline, rail, hotel, and / or rental car)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issuance of ticket</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refunds <em>(associated with refundable tickets)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchanges <em>(Changing the dates and / or locations of a trip)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional charges when canceling a flight that was purchased through a discount consolidator.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Airline or Rail Tickets (Only) – Agent Assisted</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car / Hotel reservations without air tickets <em>(if commissionable)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car / Hotel reservation without air tickets <em>(if Non-commissionable)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limo / Sedan Booking <em>(for pick up and drop off services)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cancellations of car, hotel, or limo reservations</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Land Arrangements (Car and Hotel Only) – Agent Assisted</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Online Self Booking – Non-Agent Assisted – Through the Selected Firm’s Website</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Booking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel and Car Booking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online Cancellation of Air, Car, or Hotel</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Delivery</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Mail</td>
<td>$0 - Non-negotiable</td>
<td></td>
</tr>
<tr>
<td>Local delivery <em>(within Charlottesville)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Special Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passport / Visa Processing Fees <em>(per country, in addition to third party costs to obtain Passport or Visa)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passport / Visa Photograph</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passport / Visa Expediting Fee <em>(In addition to normal processing fee when less than 6 weeks available)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Additional Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee for after hours Agent Assisted Calls <em>(these should be Emergency type calls only, it</em></td>
<td>Normal Operating hours:</td>
<td>Fee for After hours call:</td>
</tr>
</tbody>
</table>

51
<table>
<thead>
<tr>
<th>should not be used for normal booking needs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Research (When providing information that is over 3 months old and / or covering a extended amount of time)</td>
</tr>
<tr>
<td>Payment change, lost paper ticket, other</td>
</tr>
<tr>
<td>Other Services you wish to list</td>
</tr>
</tbody>
</table>

| Additional % charged to Guests and Visitors of the University (prices listed above plus ___% = amount charge to Guests and Visitors: |
| % |