REQUEST FOR PROPOSALS

UTAH DIVISION OF PURCHASING
Travel Management Services
LD19007

This Request for Proposals (RFP) is issued by the Utah Division of Purchasing (the Division) to seek competitive Proposals for Statewide Travel Management Services, LD19007 (the Project). A complete and responsive Proposal will contain all required elements detailed in this Request for Proposals ("RFP"). This RFP is issued and administered pursuant to authority provided in Utah Code § 63G-6a-Part 7 and the applicable administrative rules. The Contract will be contract procured using best value as a basis of selection, taking into consideration the price and evaluation criteria identified herein, following the process identified in this RFP.

Following Definitions apply to this solicitation:

“Contract” means an agreement(s) for a procurement following the evaluation of this Request for Proposals.
“Offeror” means a person who submits a proposal in response to a request for proposals.
“Transaction” The State defines as a ticket issued or exchanged. Refunds, voids, hotel and car reservations are not considered transactions.

I. EXECUTIVE SUMMARY

The State’s Background
The State has had a managed travel program to include a Travel Management Company since November, 1992. This service has provided the state with a streamlined process for booking business travel and allowed the State to obtain other travel contracts such as with airlines and rental car companies. The State employs approximately 22,000 employees and generates business travel volume, together with participating institutions and political subdivisions, of approximately $20,300,000.00 per year. The State has two onsite office spaces available at the
The State Office Building. The State makes no guarantee of volume of travel volume.

The State Travel Office handles the bidding and awarding of contract airfares and rental vehicles. They also negotiate hotel rates. Contract air tariffs, contracted rental car rates and negotiated hotel rates are loaded in the Global Distribution System (GDS).

Following is a summary of the total air volume booked during fiscal year ’18 (July 1, 2017 – June 30, 2018):

<table>
<thead>
<tr>
<th>Service</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Air Volume</td>
<td>$15,403,559.81</td>
</tr>
<tr>
<td>Total Air Transactions</td>
<td>33,691</td>
</tr>
<tr>
<td>Total Car Rental Volume</td>
<td>$978,428.92</td>
</tr>
<tr>
<td>Total Car Rental Bookings</td>
<td>8,946</td>
</tr>
<tr>
<td>Total Hotel Volume</td>
<td>$3,943,471.22</td>
</tr>
<tr>
<td>Total Hotel Bookings</td>
<td>12,978</td>
</tr>
<tr>
<td>APPROXIMATE TOTAL VOLUME</td>
<td>$20,325,459.95</td>
</tr>
</tbody>
</table>

APPROXIMATE TOTAL TRANSACTIONS & VOLUME – Student Travel and Tours

<table>
<thead>
<tr>
<th>Service</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>3094</td>
<td>$2,290,249.23</td>
</tr>
</tbody>
</table>

Problem Statement
Our current contract for a Travel Management Company (Travel Agency) expires 3/31/2019. The State is seeking proposals for a contract to replace the current contract. Upon notification of award for the State Travel Management contract, the Contractor will initiate activities to implement a smooth transition.

Expectation of Deliverables:

- Contractor shall waive all implementation costs including, but not limited to, the following:
  - Airlines Reporting Corporation (ARC) application fees
  - Software licensing fees
  - Custom script writing implementation costs
- Emergency support services shall be provided.
- Contractor shall provide detailed reports of each agency by request.
- Contractor shall provide the appropriate support to ensure continuity of service.
- Contractor and its Reservation Agents shall comply with the State travel policy.
The Project Goals are as follows: The purpose of this Request for Proposal is to establish a state cooperative contract for travel management services via a full service travel management services. The Resulting contract shall be available for use by all Eligible Users.

1. State Executive Branch Agencies
2. Alll other Eligible Users (i.e., School Districts, Higher Ed, etc.)

PROCUREMENT PROCESS

Proposal Acceptance

The Proposal shall consist of a Technical Proposal and Price Proposal. The Technical Proposal contents are set forth in in Attachments D-1, D-2, and D-3. The Proposal evaluation will be based on both Pass/Fail criteria and a combined evaluation of price and technical evaluation criteria. Offerors will also be evaluated on their interviews with the State. The Price Proposal contents are set forth in Attachment C.

Pre-Proposal Meeting

A previously recorded pre-proposal meeting is available to Offerors using the link provided in the Prerequisites section of the RFP. In order to submit a response Offerors must watch the recorded video as important information regarding the RFP will be discussed. Any new or additional information included at the pre-proposal meeting will be considered an amendment to the RFP and Offerors will be held accountable to that new information.

Examination of RFP

It is the sole responsibility of the Offerors to examine, with appropriate care and diligence prior to submitting its response to the RFP, the RFP and all conditions which may in any way affect its response or performance under the Contract (if awarded).

Number of Anticipated Contract

The State intends to award a single contract to the Offeror that as the highest total combined score.

Length of Contract

It is anticipated that the awarded contract will have a term of 10 years.

Price Guarantee Period

Offeror must guarantee its pricing for the length of the contract.

Administrative Fee

If an Offeror is awarded a contract from this RFP then it is required to provide a quarterly administrative fee and report.

The following Contract Administrative Fee and Quarterly Report requirements will apply to the awarded contract:
Quarterly Administrative Fee: Offeror agrees to provide a quarterly administrative fee to the Division of Purchasing in the form of a Check or EFT payment. The quarterly administrative fee will be payable to the “State of Utah Division of Purchasing” and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be 0% and will apply to all purchases (net of any returns, credits, or adjustments) made under the awarded contract.

Quarterly Utilization Report: Offeror agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The quarterly utilization report will show, at a minimum, the quantities and dollar volume of purchases by each: State of Utah Departments and Agencies, Cities, Counties, School Districts, Higher Education, Special Service Districts, and Other. The quarterly utilization report will be provided in secure electronic format and/or submitted electronically to the State reports email address: salesreports@utah.gov.

Report Schedule: The quarterly utilization report shall be made in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period Ends</th>
<th>Reports Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31st</td>
<td>April 30th</td>
</tr>
<tr>
<td>June 30th</td>
<td>July 31st</td>
</tr>
<tr>
<td>September 30th</td>
<td>October 31st</td>
</tr>
<tr>
<td>December 31st</td>
<td>January 31st</td>
</tr>
</tbody>
</table>

Fee Payment: After the Division of Purchasing receives the quarterly utilization report, it will send the Offeror an invoice for the total quarterly administrative fee owed to the Division of Purchasing. Offeror shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or the quarterly utilization report is not received by the report due date, then the Offeror will be in material breach of the awarded contract.

Eligible User(s): Pursuant to the Utah Procurement Code the following entities are Eligible Users and are allowed to use the awarded contracts.

This State of Utah Cooperative Contract will be for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

The following Eligible Users are allowed to use the awarded contract: State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.
Each Eligible User is considered an individual customer. Each Eligible User will be responsible to follow the terms and conditions of this RFP. Eligible Users will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The State is not responsible for any unpaid invoice.

Anticipated Schedule

The following is the anticipated schedule for this procurement. The Division reserves the right to alter these dates. All deadlines are prevailing (Daylight or Standard) Mountain Time.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>Sept 14, 2018</td>
</tr>
<tr>
<td>Offeror Pre-Proposal Q &amp; A Meeting</td>
<td>Sept. 18 at 2:00 PM MDT</td>
</tr>
<tr>
<td>Deadline for Questions during the Question and Answer Period</td>
<td>Sept. 27, 2018, 2018 at 2:00 PM MDT</td>
</tr>
<tr>
<td>RFP Offeror Submittals Due Date</td>
<td>October 12, 2018, 2018 at 11:00 AM MDT</td>
</tr>
<tr>
<td>Interviews</td>
<td>October 24 to 25, 2018 time TBA</td>
</tr>
<tr>
<td>Identification of Potential Best-Value Offeror</td>
<td>October 26, 2018</td>
</tr>
<tr>
<td>Clarification Kick Off Meeting (on site)</td>
<td>November 2, 2018</td>
</tr>
<tr>
<td>Final Clarification Meeting &amp; Award Justification Posted</td>
<td>November 29, 2018</td>
</tr>
<tr>
<td>Signing of Contract</td>
<td>November 30, 2018</td>
</tr>
<tr>
<td>Anticipated authorization to proceed</td>
<td>December 3, 2018</td>
</tr>
</tbody>
</table>

Offerors are required to meet the dates set for the meetings and the information submittal outlined in the summary sheet. Failure to meet these dates may result in the proposal being considered non-responsive.

Offer Forms

Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form instructions may result in disqualification.

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Form</th>
<th>Section that Describes Form</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A</td>
<td>RFP Cover Page, Declaration &amp; Checklist</td>
<td>IV.1.a</td>
<td>Pass / Fail</td>
</tr>
</tbody>
</table>
Submitting a Response

All proposals must be submitted electronically through SciQuest. It is the Offeror’s responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

All proposals are due no later than 11 AM MST October 8, 2018. Late proposals shall not be accepted.

All materials submitted become the property of the State unless otherwise requested by the Offeror in writing at time of submission.

Materials may be evaluated by anyone designated by the State as part of the evaluation committee.

All costs incurred in the preparation and presentation of the proposal response will be paid entirely by the Offeror. Any costs incurred in making necessary studies or designs for the preparation will be paid entirely by the Offeror.

II. PROPOSAL EVALUATION

To determine which proposal provides the best value to the conducting procurement unit, the evaluation committee shall evaluate each responsive and responsible proposal that has not been disqualified from consideration under the provisions of Part 7 of Utah Code 63G-6a, using the criteria described in this RFP.

An evaluation committee will evaluate and score the responses to the RFP based on the information provided in each response and the State’s evaluation of the Offeror’s understanding of the objectives of this project. The State may elect to contact listed references to gather information specific to their past history with the Offeror’s firm.
Proposals will be reviewed based on the five criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

<table>
<thead>
<tr>
<th>No.</th>
<th>Rating Criteria</th>
<th>% Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Level of Expertise Plan (LE)</td>
<td>35</td>
</tr>
<tr>
<td>2</td>
<td>Risk Assessment Plan (RA)</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Value Added Plan (VA)</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Interview</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>Price Proposal Form</td>
<td>30</td>
</tr>
</tbody>
</table>

**Scoring Methodology**

The evaluation team will provide a score using the following:

- 1 point – Offeror has demonstrated experience but was poor performing with supporting metrics
- 5 points – Offeror has no experience or experience with no demonstrated or verifiable metrics
- 10 points – Offeror has experience and is high performing with supporting or verifiable metrics

Evaluation of the Price Proposal Form will be the Offeror will the lowest cost proposal will receive all 10 points available. The State reserves the right to reject any Proposal if it determines that the Price Proposal is significantly unbalanced to the potential detriment of the State.

**Description of Submittal Process and Evaluation Process**

**Questions Regarding Solicitation**

All questions must be submitted through SciQuest during the Question and Answer period.

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered
questions and addenda will be posted on SciQuest. Offerors should periodically check
SciQuest for answered questions and addenda before the closing date. It is the
responsibility of the Offerors to submit their proposals as required by this RFP, including
any requirements contained in an answered question and/or addenda.

**Submittal Process**

To ensure that a proposal is complete and addresses all key RFP issues, proposals
must adhere to the following format.

Proposals shall be organized into the following sections, in the order listed, and inclusive
of all requested information:

a) **RFP Cover Page, Declaration and Checklist** - Offerors will prepare and submit the
RFP Cover Page, Declaration and Checklist – Using Attachment A, complete the
forms.

b) **Key Personnel** – Using Attachment B, complete the Key Personnel Proposal Form.
The Offerors shall provide the name of the Primary Project Lead (the personnel
must be the person who will be interviewed if shortlisted) that the Offerors propose
to provide services pursuant to a resultant contract.

c) **Price Proposal Form** – Using Attachment C, complete the Price Proposal Form.
The price proposal form must identify the total price proposal for the solution that
the Offeror is offering to solve the issue of the Agency described in this RFP. The
total price does NOT include value add-ons.

d) **Project Capability (PC) Submittal** - The Project Capability Submittal has three
components; Level of Expertise Plan (LE), Risk Assessment Plan (RA), and Value-
Added Plan (VA). See Attachments D, D1, D2 and D3.

i. **Purpose of PC Submittal**
   (i) Assist Division in prioritizing Offerors submittals based on their expertise and
ability to understand and deliver the deliverables for the project.
   (ii) Provide high performing Offerors the opportunity to differentiate themselves
from their competitors due to their experience and expertise by using
verifiable performance metrics and previous performance results.

ii. **PC Submittal Format Requirements**
   (i) PC submittal must NOT contain any names that can be used to identify who
the Offerors are (such as firm names, personnel names, Project names, or
product names).
   (ii) A PC proposal template is included in this RFP. This document must be used
by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify
the template in any manner. Offerors must type their responses on the Word
template provided.
   (iii) Failure to comply with any of the PC format requirements may result in
disqualification.
   (iv) The PC submittal shall not contain any marketing information. The submittal
should be used to prove to The State that the Offeror has expertise for the
specific project being proposed on.
iii. **Overview of the Level of Expertise Plan** - The Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capability and understanding of The State’s specific needs. Offerors should identify high performance claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the LE plan must be included in the price proposal form. (See Attachments C and D1).

iv. **Overview of the Risk Assessment Plan** - Offerors should list and prioritize major risk items that are caused by other stakeholders on this project that could cause the Offeror’s “vision” or “plan” to deviate or not meet the expectations of the client (i.e. risks that the Offeror does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to The State. Do not include in this submittal any risks caused by a lack of the Offeror’s technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. Offerors must also explain how they will mitigate, manage, and/or minimize the risk. The supporting performance information can include how many times the risk was previously mitigated, and the impact on the performance on the project in terms of customer satisfaction (see Attachment D2).

v. **Overview of the Value-Added Section** - The purpose of the Value-Added Plan is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit The State. These options or ideas may also be referred to as additional or optional services. Where applicable, the Offeror should identify: 1) what The State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The Offeror should list the cost and time impact of its options or ideas. The ideas identified in the Value-Added Plan must NOT be included in the Offeror’s Price Proposal Form. (See Attachment C and D3).

e) **Interviews** - The Offerors will be required to participate in an interview. The State selection committee will interview only the Offeror’s project lead. Interviews may be held either in person or via an electronic method (by telephone, google hangout, etc.)

f) **Clarification Phase** - The potential best-value Offerors will be required to perform the Clarification Phase functions outlined in Attachment E. The intent of this period is to allow the Offerors an opportunity to clarify their proposal, address any issues or risks, allow The State to add any concerns, and to prepare a Clarification Phase document. If the State cannot come to an agreement with the potential best-value Offeror then the State may move onto the next best-value Offeror.

III. **Award**

After the evaluation and final scoring of proposals is completed, the State shall award the
contract as soon as practicable (subject to the requirements of Utah Code Section 63G-6a-708) to the eligible responsive and responsible Offeror, subject to Utah Code Section 63G-6a-709(2), provided the RFP is not canceled in accordance with Utah Code Section 63G-6a-709(2)(b).

The State will notify each Offeror of The State’s selection in writing.

a. The State reserves the right to reject any or all proposals and to award to more than one Offeror and to other than the lowest-priced Offeror. The decision of the RFP award(s) by The State is final.

b. The State at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c. The State reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is dependent upon the Offeror’s Scope of Work (SOW) being acceptable to The State. Proposal responses and contents provided by the Offeror will be considered contractual obligations. Any existing agreements with the selected Offeror are construed as representative of minimum terms and conditions between The State and the Offeror. Any new or unique requirements as a result of the RFP response can be added or amended, at The State’s sole option, to the existing agreements. It should be understood that obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

The awarded Offeror’s performance will be tracked through the Weekly Risk Report System (See Attachment F).