



STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #: 66-24009 SB

Travel Management Company Services

Date of Issue: Wednesday, September 6, 2023

Proposal Due Date: Wednesday, September 27, 2023

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Scott Brechtel

Director of Materials Management

Email: sjbrecht@charlotte.edu



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #

66-24009 SB

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
University of North Carolina at Charlotte

Refer **ALL** Inquiries regarding this RFP to:
Scott Brechtel
sjbrecht@charlotte.edu

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Proposals will be received until:
Wednesday, September 27, 2023 at 2:00 PM ET

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED.
Late proposals CANNOT and will NOT be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 2023, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of UNC Charlotte)</p>

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	RESERVED	6
2.6	PROPOSAL QUESTIONS.....	6
2.7	PROPOSAL SUBMITTAL	6
2.8	PROPOSAL CONTENTS	7
2.9	ALTERNATE PROPOSALS.....	7
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	8
3.1	METHOD OF AWARD.....	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	8
3.3	PROPOSAL EVALUATION PROCESS	8
3.4	EVALUATION CRITERIA.....	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.6	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS	10
4.1	FINANCIAL PROPOSAL	10
4.2	INVOICES.....	11
4.3	FINANCIAL STABILITY	11
4.4	HUB PARTICIPATION	11
4.5	VENDOR EXPERIENCE	11
4.6	REFERENCES	11
4.7	BACKGROUND CHECKS	11
4.8	PERSONNEL	11
4.9	VENDOR’S REPRESENTATIONS.....	12
4.10	RESERVED	12
4.11	AGENCY INSURANCE REQUIREMENTS	12
5.0	SCOPE OF WORK	12

5.1	GENERAL	12
5.2	FUNCTIONAL SERVICES	13
5.3	TECHNICAL SERVICES	14
5.4	FUNCTIONAL APPROACH	16
5.5	TECHNICAL APPROACH.....	16
5.6	RESERVED	16
6.0	CONTRACT ADMINISTRATION	16
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	16
6.2	POST AWARD PROJECT REVIEW MEETINGS	17
6.3	CONTINUOUS IMPROVEMENT	17
6.4	POST AWARD PRESENTATION/MEETING.....	17
6.5	ACCEPTANCE OF WORK	17
6.6	RESERVED	18
6.7	TRANSITION ASSISTANCE	18
6.8	DISPUTE RESOLUTION	18
6.9	CONTRACT CHANGES	18
7.0	ATTACHMENTS.....	19
	ATTACHMENT A: FINANCIAL PROPOSAL.....	19
	ATTACHMENT B: INSTRUCTIONS TO VENDORS.....	19
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS	19
	ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION	19
	ATTACHMENT E: CUSTOMER REFERENCE FORM	19
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.....	19
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.....	19

1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following seven colleges: College of Arts & Architecture, College of Liberal Arts & Sciences, College of Business, College of Education, College of Engineering, College of Health and Human Services, and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs

Enrollment is approximately 30,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth for the foreseeable future.

The intent of this solicitation is to secure proposals from qualified and accredited Travel Management Companies (TMC) that will provide highly responsive, sensitive, quality-oriented service to the University of North Carolina at Charlotte. Primarily, these services will be utilized by the Athletics Department, but all campus departments will be eligible to use the TMC's services. Emphasis will be placed upon innovative approaches designed to obtain both the highest quality of service and realistic, demonstrable cost savings. Types of services would include, but not be limited to, requests for air charters, motor coaches, vehicles, and hotels for both teams/groups and individual travel.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Proposal Number: 66-24009 SB

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	Wednesday, September 6, 2023
Submit Written Questions	Vendor	Tuesday, September 12, 2023
Provide Response to Questions	State	Monday, September 18, 2023
Submit Proposals	Vendor	Wednesday, September 27, 2023 by 2:00 PM ET
Contract Award	State	TBD

2.5 RESERVED

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to sjbrecht@charlotte.edu by the date and time specified above. Vendors should enter "RFP #66-24009 SB: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

This will be a One-Step proposal process:

Vendor's proposal may contain both the Technical and Financial Proposal (ATTACHMENT A) submitted for evaluation in a single file.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the University may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.
- b) Completed and signed version of all EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing the entire Scope of Work of this RFP.
- e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # ___ for 'name of Vendor'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a

Proposal Number: 66-24009 SB

separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

Additional Definitions:

TMC: Travel Management Company

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more portions, to not award one or more portions or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be accessed via the eVP and all offers (except those that have been previously withdrawn or voided) will be noted. Since negotiations after receipt of proposals is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's final position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

Vendor Background/References 10%

- Company background and evidence of financial soundness
- Minimum of ten (10) years coordinating collegiate athletic travel
- Responses received from references

Functional Services 40%

- Booking tool capabilities, including implementation timeline
- Staffing services offered
- Billing and reporting processes
- Quality control procedures

Technical Services 40%

- Air transportation procedures
- Charter bus procedures
- Lodging procedures
- Vehicle rental procedures

Financial Proposal 10%

- Costs as compared to other proposals received

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{\text{Financial Proposal Points Available (XX)}}{\text{the cost of the lowest cost proposal}} \times \text{the cost of the cost proposal being evaluated}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 FINANCIAL PROPOSAL

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Provide a financial proposal, label it as ATTACHMENT A: FINANCIAL PROPOSAL, and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Invoicing standards will be agreed upon between the University and the awarded TMC. Invoices shall include detailed information to allow University to verify pricing at point of receipt matches the correct price from the original date of order.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Specific experience in providing travel management services to NCAA Division I institutions is highly preferred.

4.6 REFERENCES

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate

any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 RESERVED

4.11 AGENCY INSURANCE REQUIREMENTS

Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

5.0 SCOPE OF WORK

5.1 GENERAL

UNC Charlotte would like to pursue a full service, travel management company to handle all facets of the travel experience for both individual and group/team travel. The TMC services will primarily be focused on the Athletics department, but may be used by any campus department. The preferred agency will be responsive to the unique needs that come with moving groups and individuals around the country on direct and multi-city itineraries. The ideal agency will have extensive, financially-beneficial relationships with commercial airlines, charter air companies, hotels, car rental, bus rental and catering companies that may be needed in the process of completing our travel needs. All bookings must be completed in accordance with State of North Carolina and UNC Charlotte travel policies. Those specifically related to Athletics must also be in compliance with applicable NCAA rules and policies.

<https://finance.charlotte.edu/about-us/offices/controllers-office/disbursements/travel/>

As an additional note, the University is in the early stages of working with Concur to implement a Travel and Expense system campus-wide, so the firm awarded a contract through this solicitation will need to have the ability to integrate with this system once implementation is completed. The anticipated completion date is July 1, 2024.

5.2 FUNCTIONAL SERVICES

5.2.1 Agent Booked Services

- a) TMC will schedule, book and ticket air transportation for individual and group travelers. Service will offer lowest available fares that meet arrival/departure times and destinations of traveler(s).
- (b) TMC will have the ability to reserve lodging accommodations to meet the needs of individual and group travelers at the most economical cost to the University. In addition, negotiating favorable cancellation terms for team travel.
- (c) TMC will be capable of making car rental reservations at the most economical cost to the University.
- (d) TMC will have the ability to reserve safe and reliable motor coach transportation on a trip- by-trip basis. In addition, the TMC will assist the University in negotiating and contracting with transportation companies for better rates in a particular area over a longer period.
- (e) TMC will provide services in accordance with NCAA, State and University policy.

5.2.2 Online Booking Tool Services

The TMC will provide the University with 24-hours per day, user-friendly, automated online reservation booking tool for individual domestic and international air travel. The tool shall also book car rental and lodging, either with or without a related flight. This booking tool shall be on a secure website and be password protected. The booking tool shall be customizable to University travel policy. The booking tool shall contain both a ticketing and payment authorization system that allows for multiple payment options which could include payment by University p-card or personal credit card. The University is in the initial stages of implementing the Concur Travel and Expense module, so the proposed online booking tool must be able to integrate with Concur. Concur is anticipated to go live July 1, 2024.

5.2.3 Cancellations & Refunds

The TMC will allow cancellations and provide refunds for travel costs where possible.

5.2.4 Fare Monitoring

The TMC will provide a system to monitor the fares of tickets purchased or reserved by the University on a scheduled basis. This would be used to ensure the best prices were obtained as flights are booked, to ensure the ticketing of flights prior to fare increases, and to prompt the reissue of tickets where fares have decreased.

5.2.5 Staffing

Option 1: TMC shall supply experienced, trained travel professionals to work from the University athletic department solely on university travel needs. Agent must be present/available during normal business hours 8:00 AM to 5:00 PM, Monday through Friday.

Option 2: TMC will provide direct phone and email access to experienced, trained travel professionals at a remote location, (that is also open during normal University hours).

Regardless of option proposed, TMC must also supply a 24-hour hot line available for afterhours emergencies, reservations and cancellations. Please note in your response if this service is provided from within your Agency or contracted to a third party.

5.2.6 Quality Assurance

The TMC will have procedures to continuously monitor the quality, compliance and costs of travel services provided to the University. These procedures will include a staff training and transaction inspection program that covers all services performed and a method for identifying and correcting deficiencies in performance. The program must also include a complaint resolution system that handles problems and complaints quickly and effectively.

5.2.7 Billing Information

TMC will provide, by the last business day of each month, detailed reporting information on the airline tickets issued during the preceding month. Ticket data must be received electronically, in a format approved by the University, and must agree with p-card charges for that billing cycle.

5.2.8 Management Reporting Services

In addition to the Billing Information, the TMC will provide the University with canned and customizable management information and reports. This service will preferably be available via on-line portal that is customizable to a particular user's needs (travelers, travel arrangers and managers). Available information shall include, but not be limited to, unused/outstanding tickets; fare savings and lost savings (including explanation of why lowest fare wasn't used); ticket sales by a variety of criteria; lodging, motor coach, and rental car reservations; mileage, mode and emissions. Dashboards that summarize progress to goals and benchmarks are desirable.

5.2.9 Additional applications and solutions

TMC will make available to the University any additional mobile features, booking tools or management applications not specifically mentioned here that TMC believes would be useful to the University.

5.3 TECHNICAL SERVICES

5.3.1 Itineraries, Tickets, and Confirmations

At minimum, provide itineraries, tickets and confirmations to the University no later than twenty-four (24) hours prior to departure times. Information to include but not limited to the following:

- Flight or associated travel numbers
- Departure times
- Arrival times
- Associated group travel names and confirmation numbers
- Other relevant information
- Describe in detail the methods that tickets and itineraries can be delivered to University personnel

5.3.2 Charter Air Transportation

- Methodology for gathering and pricing for flights, and how rates are negotiated for flights in and out of Charlotte, North Carolina
- Charter air partners/associates or preferred services
- Backup aircraft contingencies
- Booking and scheduling TSA security measures
- Screening options if the University uses the same aircraft provider for team charter trips during a calendar year
- Aircraft configuration options
- Maximum seating capacities
- First class options and availability
- Payloads of aircrafts leaving and returning to Charlotte, NC
- Broker fees and how they are determined and assessed
- Fees not listed and how they are determined and assessed

5.3.3 Commercial Air Transportation

- Processes related to airline tickets and obtaining the lowest airfares, efficiency of travel and accuracy
- Ability to integrate University contracted fare rates when booking air travel (if applicable)
- Process to manage unused non-refundable tickets
- Tracking unused e-tickets
- How team commercial travel varies as compared to individual commercial travel

5.3.4 Charter Bus Transportation

- Methodology used for gathering and determining charter bus pricing
- How charter bus partners are vetted
- How driver contact information is communicated to the University
- Driver information should be communicated to the University at least one day prior to scheduled departure
- Broker fees and how they are determined and assessed
- Fees not listed and how they are determined and assessed

5.3.5 Lodging

- National hotel discounts available
- Existing local programs and fees
- How team travel lodging is determined and negotiated.
- How team travel reservation name changes are handled
- How team travel reservation changes to the number of rooms are handled
- Late checkouts for team travel
- Ability to negotiate waivers with hotels to allow teams to bring in outside food and beverage
- Team specific meeting/meal/catering/audio-visual services
- Execution of hotel contracts/agreements
- How services vary for team lodging as compared to individual lodging
- Ability to upload and implement university lodging and per diem rate for team and individual lodging booking
- Implement an approval process for reservations over the allowable rate PRIOR to individuals being able to confirm the reservation
- Broker fees and how they are determined and assessed
- Fees not listed and how they are determined and assessed

5.3.6 Vehicle Rental

- National discount programs available
- Method to incorporate the University's rental partnerships
- Process for booking vehicles
- Broker fees and how they are determined and assessed
- Method for customizing who can reserve other than a standard vehicle or implementing an approval process for same
- Fees not listed and how they are determined and assessed

5.3.7 Reporting

- Reporting system in use
- Reconciliation reports
- Unused ticket reports
- Hotel usage reports
- Vehicle rental reports
- Air carrier reports
- Summary reports
- Volume and transaction reports
- Traveler reports
- Customized reports available
- Integration with University's primary Travel &Expense system (Concur, est. July 2024)

5.3.8 Reconciliation

Proposal Number: 66-24009 SB

- Option to use University's p-card for booking travel
- Ability to send receipts to University personnel
- Process for tracking and redeeming travel rewards
- University's ability to pool and accrue travel rewards for a department account to offset travel expenses

5.3.9 Implementation

- Implementation process and adoption rates
- Timeline for implementation including high-level project plan with major deliverables defined

5.3.10 Additional Services

- Supplier may provide additional services that are not addressed herein. The University shall determine which additional service options are most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit, depending on University needs.

5.4 FUNCTIONAL APPROACH

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.6 RESERVED

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

Proposal Number: 66-24009 SB

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 POST AWARD PRESENTATION/MEETING

The successful contractor will be asked to come to campus to speak with university personnel involved in making travel reservations for individuals and groups. This will be an opportunity for the contractor to present their services to the campus community and respond to questions posed by those most closely involved with making travel arrangements. This meeting is of particular importance to our Athletics staff due to the high volume of travel arrangements made by that department for sports teams.

6.5 ACCEPTANCE OF WORK

Performance of the work shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 RESERVED

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: FINANCIAL PROPOSAL

Provide the costs associated with this RFP

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****