



Purchasing
Truman State University
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100 E. Normal Ave.
Kirksville, MO 63501
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Email: purchasingbuyer@truman.edu
Website: <http://businessoffice.truman.edu/pruchasing>

PROPOSER REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND

Truman State University Request for Proposals for Study Abroad and Group Travel Management Services

Project SP15-01

All organizations downloading this request for proposal must complete this page and fax to 660-785-7337 or email notification to purchasingbuyer@truman.edu to receive all future correspondence.

This form notifies Truman State University of your interest in this project and your organization will be notified of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

Name of Organization: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Note: Organizations are cautioned not to alter the wording of this request for proposals. In the event that changes to the wording do occur, the request for proposal as originally prepared by Truman State University shall be considered the record copy and shall be deemed the prevailing document.

Proposal Request Document Follows

This page is not part of the request for proposal and must be submitted after downloading the request for proposal in order for your organization to receive future addenda or other updates regarding the project.

**REQUEST FOR PROPOSALS
FOR
STUDY ABROAD AND GROUP TRAVEL MANAGEMENT SERVICES**

Project No. SP15-01

**TRUMAN STATE UNIVERSITY
Kirksville, Missouri**



June 2014

Proposal Opening Date: July 22, 2014

Time: 2:00 PM CDT

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Request for Proposal – Notice to Proposing Firms

Truman State University is requesting sealed proposals from qualified firms to provide Study Abroad and Group Travel Management Services to assist with comprehensive study abroad program travel arrangements and other miscellaneous group travel.

Proposals are to be addressed and delivered to the Purchasing Department, 106 McClain Hall, Truman State University, Kirksville, MO 63501 until 2:00 PM CDT, Tuesday, July 22, 2014, at which time the names of those firms or individuals submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available on the Truman State University Purchasing Website at the following link: <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>.

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the first page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability.

The University's delivery address is:

Truman State University
Purchasing Department
McClain Hall 106
100 East Normal
Kirksville, MO 63501



Lori Davenport
Purchasing Buyer
Truman State University

PART I GENERAL TERMS AND CONDITIONS

A. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

1. **Truman** or **University** are used interchangeably and means Truman State University, the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Purchasing Department**. Truman is also responsible for payment.
2. **Amendment** means a written, official modification to an RFP or to a contract.
3. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
4. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by the Purchasing Department in its office.
5. **Proposing Firm** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
6. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
7. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
8. **Contractor** means a person or organization who is a successful Proposing Firm as a result of an RFP and who enters into a contract.
9. **Director** means the Director of Purchasing, or Buyer, or designated representative of Truman. The Director is the agent of the Owner.
10. **Exhibit** applies to forms which are included with an RFP for the Proposing Firm to complete and return with the sealed proposal prior to the specified opening date and time.
11. **Request for Proposal (RFP)** means the procurement document issued by the Purchasing Department to potential Proposing Firms for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
12. **May** means that a certain feature, component, or action is permissible, but not required.
13. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
14. **Pricing Page(s)** applies to the form(s) on which the Proposing Firm must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing page(s) must be completed and returned by the Proposing Firm with the sealed proposal prior to the specified proposal opening date and time.

15. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Purchasing Department.
16. **Shall** has the same meaning as the word **must**.
17. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

B. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

1. It shall be the Proposing Firm's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from Proposing Firms regarding specifications, requirements, competitive procurement process, etc. must be directed to the buyer from the Purchasing Department, as indicated on the first page of the RFP. Such communication should be received at least seven (7) calendar days prior to the official proposal opening date. Every attempt shall be made to ensure that the Proposing Firm receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Proposing Firms will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Proposing Firms are advised that unless specified elsewhere in the RFP, any questions received by the Purchasing Department less than seven (7) calendar days prior to the RFP opening date may not be answered.
2. Proposing Firms are cautioned that the only position of Truman State University is that position which is stated in writing and issued by the Purchasing Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
3. The Purchasing Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Proposing Firms, price-fixing by Proposing Firms, or any other anticompetitive conduct by Proposing Firms which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
4. The Purchasing Department reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

C. PREPARATION OF PROPOSALS

1. Proposing Firms **must** examine the entire RFP carefully. Failure to do so shall be at Proposing Firm's risk.
2. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
3. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The Proposing Firm may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the Proposing Firm shall explain, in detail, (a) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (b) why the

proposed equivalent should be considered. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

4. Proposals lacking any written indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
5. The following is only applicable to state agencies and political subdivisions submitting a proposal. In the event that the Proposing Firm is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an Proposing Firm may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Purchasing Department and the Proposing Firm, if such Proposing Firm is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such Proposing Firm needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
7. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

D. SUBMISSION OF PROPOSALS

1. A proposal submitted by an Proposing Firm must (a) be signed by a duly authorized representative of the Proposing Firm's organization, (b) contain all information required by the RFP, (c) be priced as required, (d) be sealed in an envelope or container, and (e) be mailed or hand-delivered (not faxed) to the office of the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
2. The sealed envelope or container containing a proposal should be clearly marked on the outside with (a) the official RFP number and (b) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
3. A proposal may only be modified or withdrawn by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the Proposing Firm or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.
4. Proposing Firms must sign and return the RFP Proposal Certification page thereto in order to constitute acceptance by the Proposing Firm of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the Proposing Firm's full compliance with those documents is indicated elsewhere within the Proposing Firm's response.

E. FACSIMILE DOCUMENTS

All responses to RFP's, amendments to RFP's, and requests to modify a proposal, must be delivered to the office of the Purchasing Department in a sealed envelope or container. Submission by unsealed facsimile, telegram or

telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals or submitting a “no bid” response may be submitted by facsimile or email, but must be received by the Purchasing Department prior to the official opening date and time specified.

F. PROPOSAL OPENING

1. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the Proposing Firms shall be read at the proposal opening. The contents of the proposal shall not be disclosed.
2. It is the Proposing Firm’s responsibility to ensure that the proposal is delivered by the official opening date and time to the office of the Purchasing Department.
3. Proposals which are not received by the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Proposing Firm. Late proposals shall not be opened.

G. PREFERENCES

1. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
2. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
3. In accordance with Executive Order 94-03, contractors are encouraged to utilize minority businesses in selecting subcontractors.

H. EVALUATION/AWARD

1. Any clerical error, apparent on its face, may be corrected by the buyer before the contract award. Upon discovering an apparent clerical error, the buyer shall contact the Proposing Firm and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: (a) misplacement of a decimal point; and (b) obvious mistake in designation of unit.
2. Any pricing information submitted by a Proposing Firm but not reflected on the pricing page shall be subject to evaluation if deemed by the Purchasing Department to be in the best interests of Truman State University.
3. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
4. Awards shall be made to the Proposing Firm whose proposal (a) complies with all mandatory specifications and requirements of the RFP and (b) is the lowest and the best proposal, considering price, responsibility of the Proposing Firm, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (c) complies with Executive Orders 03-27 and 04-09.
5. In the event all Proposing Firms fail to meet the same mandatory requirement in an RFP, the Purchasing Department reserves the right, at its sole discretion, to waive that requirement for all Proposing Firms and to

proceed with the evaluation. In addition, the Purchasing Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

6. Negotiations may be conducted with those Proposing Firms who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing Proposing Firms.
7. Any award of a contract shall be made by written notification from the Purchasing Department to the successful Proposing Firm. The Purchasing Department also reserves the right to make multiple awards.
8. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
9. The Purchasing Department reserves the right to request written clarification of any portion of the Proposing Firm's response in order to verify the intent of the Proposing Firm. The Proposing Firm is cautioned, however, that their response shall be subject to acceptance without further clarification.

I. CONTRACT/PURCHASE ORDER

1. By submitting a proposal, the Proposing Firm agrees to furnish all services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
2. A binding contract shall consist of: (a) the RFP and any amendments thereto, (b) the contractor's response (proposal) to the RFP including the contractor's best and final offer, and (c) the Purchasing Department's acceptance of the response (proposal) by "notice of award" (for ongoing provision of services) or by "purchase order".
3. A notice of award does not constitute a directive to proceed with services. Before providing services, the contractor must receive a properly authorized Purchase Order or authorization in writing to charge a University-issued procurement card.
4. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Purchasing Department or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

J. INVOICING AND PAYMENT

1. Truman State University does not pay state or federal taxes unless otherwise required under law or regulation.
2. The Truman Automated Procurement System has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoice for payment.

3. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Purchasing Department.
4. Payment for all services required herein shall be made in arrears. Truman State University shall not make any advance deposits unless specifically addressed in the purchase order or contractual agreement.
5. All invoices for services purchased by Truman State University shall be subject to late payment charges as provided in Section 34.055 RSMo.

K. APPLICABLE LAWS AND REGULATIONS

1. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
2. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Purchasing Department.
3. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
4. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

L. CONFLICT OF INTEREST

1. Officials and employees of Truman State University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
2. The contractor hereby covenants that at the time of submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

M. REMEDIES AND RIGHTS

1. No provision in the contract shall be construed, expressly or implied, as a waiver by Truman State University of any existing or future right and/or remedy available by law in the event of any claim by Truman State University of the contractor's default or breach of contract.
2. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Truman State University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with Truman State University.

N. CANCELLATION OF CONTRACT

1. In the event of material breach of contractual obligations by the contractor, the Purchasing Department may cancel the contract. At its sole discretion, the Purchasing Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
2. If the contractor fails to cure the breach or if circumstances demand immediate action, the Purchasing Department will issue a notice of cancellation terminating the contract immediately.
3. If the Purchasing Department cancels the contract for breach, the Purchasing Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Purchasing Department deems appropriate and charge the contractor for any additional costs incurred thereby.
4. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Truman for any period in which funds have not been appropriated, and Truman shall not be liable for any costs associated with termination caused by lack of appropriations.

O. COMMUNICATION AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

P. BANKRUPTCY OR INSOLVENCY

1. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
2. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

Q. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;

3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
If discrimination by a contractor is found to exist, the Purchasing Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all Proposing Firm's lists until the corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

R. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

S. TITLES

Titles of paragraphs used herein for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

T. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purpose of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration of award.

PART II – GENERAL REQUIREMENTS
TRUMAN STATE UNIVERSITY
REQUEST FOR PROPOSAL FOR GROUP TRAVEL MANAGEMENT SERVICES

A. INTRODUCTION

Truman State University is requesting sealed proposals from qualified firms to provide Study Abroad and Group Travel Management Services to assist with group travel arrangements. The current contract is with Adelman Travel (formerly Great Southern) located in Springfield, Missouri. Adelman's current contract will expire on June 30, 2014, ending their 5-year contract. This request for proposal contains background information on the University and specific information that must be included in the proposals submitted. Proposals must be submitted by 2:00 PM, July 22, 2014, to the Purchasing Department.

This travel is for official University business travel including transportation, lodging, car/van rental, and other travel-related services paid for by the University, including those services paid by employees and reimbursed by the University. Official business travel is needed for faculty, students, administrators, staff and official University guests who are participating in scholastic study abroad programs, post-season travel for intercollegiate athletic team sports and other miscellaneous group travel.

Truman sponsors several study abroad travel programs during the summer and a few programs during the semester winter break. Truman does not mandate specific travel arrangements other than that the University only reimburses the cost of coach class airfare. The University uses meal limits and reimburses for actual lodging expenses. Overall, the University strives to obtain the most economical travel through vendor negotiations, knowledgeable travelers and travel arrangers, and experienced travel agents. University travelers and their travel needs are diverse. The University places a high priority on ensuring that travelers have the right travel arrangements so they can effectively carry out the University's business.

Truman anticipates study abroad travel programs to approximately 15 different countries with 7 to 30 participants per group.

B. BACKGROUND

Truman State University, Missouri's only public liberal arts and sciences institution is located in Kirksville, Missouri. Truman has an enrollment of approximately 6,225, primarily full-time, degree seeking undergraduates representing 39 states and 44 foreign countries. The institution has highly selective admission requirements and focuses on traditional undergraduate programs.

Founded in 1867, Truman has a long history of being recognized nationally for its innovative assessment program and commitment to providing a high-quality liberal arts and sciences education at an affordable price.

C. PURPOSE

The purpose of the Request for Proposals (RFP) is to solicit proposals from firms to provide study abroad and group travel management services for Truman State University. Vendors submitting a proposal must propose to provide all services as indicated in this RFP, unless the service is specifically noted as being optional.

D. CONTRACT PERIOD

The contract for group travel services shall begin July 1, 2014 through June 30, 2015. The University reserves the right to renew this contract for four (4) 1-year periods to run concurrent with the expiration of each 1-year term for a total term of five years.

PART III - SPECIFIC REQUIREMENTS

A. Scope of Work:

Truman currently sponsors several study abroad travel programs during the summer and a few programs during the semester winter break. Truman does not mandate specific travel arrangements other than that the University only reimburses the cost of coach class airfare. The University uses meal limits and reimburses for actual lodging expenses. Overall, the University strives to obtain the most economical travel through vendor negotiations, knowledgeable travelers and travel arrangers, and experienced travel agents. University travelers and their travel needs are diverse. The University places a high priority on ensuring that travelers have the right travel arrangements so they can effectively carry out the University's business.

Truman anticipates study abroad travel programs and the number of estimated participants each summer as follows:

<u>Location</u>	<u>Estimated Participants</u>
Belize	10
Cape Town	20
Central Europe	30
Chile	10
China	12
Costa Rica	20
Europe	10
Germany	10
Mexico	20
Mideast (Jordan/Israel)	15
Philippines	10
Salamanca (Spain)	25

Truman reserves the right to add programs to the above listing as more venues are considered and approved. Truman will not be penalized for any trips cancelled or not approved.

The University does not imply or guarantee a specific number of study abroad programs or group travel under any contract as a result of this RPF document. The study abroad programs, intercollegiate athletic team sports and other group travel will consist of air transportation and/or ground transportation services. This would include but not be limited to airfare, train, vehicle rentals, lodging, reservations for events, English-speaking guides, etc. The contract awarded as a result of this RFP document will not be mandatory for use by the University.

While it is preferred that the selected travel management agency have direct experience managing a University or other account operating in a non-mandated environment, such is not a pre-condition to selection.

The travel management agency objectives will be to ensure that University travelers and travel arrangers are informed consumers and attain successful and economical travel; provide a quick, easy to use process for making travel arrangements and for recoding airfare in the University accounting system; ensure that travel arrangements take into account the most economical approach appropriate for the trip; have the travel agency utilize the University's Visa Business Travel Account; gather the necessary data and identify key negotiating points to obtain the best terms for the University from travel vendors; and simplify the process and ease the administrative burden of making travel arrangements, making use of electronic means where appropriate.

The travel management agency will be challenged to reduce the administrative effort associated with processing travel arrangements through payment to vendors and reimbursement to employees; educate our employees about how to ensure that travel arrangements meet their needs and are the most economical and practical under the

circumstances; respond to changing markets, services, products and vendor relationships; and develop a strategy and approach for making the most appropriate use of the Internet in the travel management process.

B. General Contractual Requirements

The contract between Truman State University and the travel management agency shall consist of this RFP document including any amendments thereto and the proposal submitted by the travel management agency in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP document shall govern.

However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the travel management agency, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP document or the travel management agency's proposal. In all other matters not affected by the written clarification, if any, the RFP document shall govern. The travel management agency is cautioned that their proposal shall be subject to acceptance by Truman without further clarification.

The University may, by written notice to all prospective respondents revise or amend this RFP document prior to the due date by issuing an amendment. If, in the opinion of the University, an amendment will require significant changes in the proposals, the due date will be extended. Amendments will be clearly marked as such and will be serially numbered. It is the respondent's responsibility to carefully review all information contained in this RFP document and any subsequent amendments, if applicable. Failure to do so will not relieve the respondent of the responsibility to be aware of all requirements. Failure of any respondent to receive an amendment shall not relieve such respondent obligation under this RFP document. No person is authorized to amend this RFP document by oral communication.

All reports and materials developed or acquired by the travel management agency as a direct requirement specified in the contract shall become the property of Truman. No reports or materials prepared, as required by the contract, shall be released to the public without the prior written consent of Truman.

The University requires a timely statement of any pending agency changes including, but not limited to, sale, merger or purchase. In the event such change occurs, Truman is not obligated to accept the new corporate entity as authorized. The selected travel management agency shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of Truman.

The travel management agency covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The travel management agency further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Either party may cancel the contract at any time for a breach of any contractual obligation by providing the other party with a 30 day written notice of such cancellation. Should either party exercise their right to cancel the contract for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the other party. Any selected travel management agency promising compliance with specified services and conditions, but not fulfilling such commitments will, at the discretion of Truman, be subject to immediate contract terminations.

PART IV – PROPOSAL, EVALUATION & AWARD

A. SUBMISSION OF PROPOSAL & AWARD

1. Proposal responses must be signed, sealed and returned (with all necessary attachments) to the following address on or before 2:00 PM on Tuesday, July 22, 2014.

Truman State University
Purchasing Department
106 McClain Hall
Kirksville, MO 63501
Attn: Lori Davenport

2. One (1) original and three (3) copies of the proposal response are required to be submitted. Proposal responses will not be accepted by fax machine. All proposals shall be sealed in a package and clearly marked "Request for Proposal, Project SP15-01 for Study Abroad and Group Travel Management Services". Proposals will be accepted up to the time and date shown as indicated above. Firms are responsible for ensuring that proposals are received by the deadline. Proposals received after the deadline will be considered non-responsive and will be removed from consideration on this basis.
3. All data required herein in order for the firm's proposal to be evaluated and considered for award must be submitted. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. **An individual authorized to extend a formal proposal must sign all proposals.** Proposals that are not signed may be rejected.
4. Before submitting a proposal, Firms should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP. It shall be the Firm's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.
5. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the University. All copyright material must be clearly marked.
6. Firms must include an audited financial statement for the most current quarter and last year-end including Balance Sheet, Income Statement, and Statement of Cash Flows for their company. This information should be placed in a separate, sealed envelope and marked as "Financial Information". This information will be used to determine overall financial strength of the firm's company and will be maintained as confidential information by the University.
7. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". The University is the final authority as to the extent of material that is considered proprietary or confidential. Pricing information cannot be considered proprietary.
8. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when the University determines that it is in their best interest to do so. The University also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.

9. Any award of a contract resulting from the RFP document will be made only by written authorization from the Purchasing Department.
10. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP document must be submitted in writing and forwarded to the address noted above and directed to the Purchasing Department, Lori Davenport, Purchasing Buyer; faxed to 660.785.7337 or emailed to purchasingbuyer@truman.edu. Submission questions and subsequent responses will be issued as an addendum to all prospective Firms on file. No addenda will be issued later than 72 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. The deadline for all formal inquiries must be submitted by July 15, 2014. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Please note that the University will answer informal questions only after this date.

The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an addendum to this RFP. Proposing Firms shall not rely on any verbal responses from the University.

11. Disclosure of any information to the possibility of proposed takeovers; both for this company by another company, or any takeovers of other service providers by this company, must be provided.
12. Firm's must include a description of any litigation in which the firm's company is currently involved, as well as indicating any potential conflict of interest and plans for avoiding the conflict of interest.
13. If the Firm plans to subcontract any of the work described in the scope of work, the Firm must respond to all items for each proposed subcontractor. If a Firm plans a joint venture with another company, the Firm shall specify accordingly and respond to all items for each company involved in the joint venture.
14. Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Firm's abilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.
15. The University reserves the right to conduct discussions with Proposing Firms and to accept revisions of proposals and to negotiate price changes. Price, although a consideration, will not be the sole determining factor. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other Proposing Firms. Once an award is made, the solicitation file and the proposals contained therein, are in the public record and will be disclosed upon request.

B. Evaluation Method for Proposals

1. To facilitate the evaluation process, Firms are requested to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. Each distinctive section should be titled with each individual evaluation category and all materials related to that category should be included therein. Firms are requested to provide the requested information in their response.
2. Proposal responses should be as thorough and detailed as possible so that Truman may properly evaluate the Firm's capabilities to provide the required services. Experience, reliability, and economic stability of the Firm's organizations are considered in the evaluation process. Therefore, the Firm is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of the RFP document, as well as financial backing of the organization to ensure successful completion of the contract.

3. The selection committee will first determine if a proposal satisfies the mandatory requirements stated in this RFP. The award shall be based on the lowest and best proposal taking into consideration price, qualifications of the firm and the evaluation of references in accordance with the evaluation criteria stated below.

Cost to Truman	30%
Experience, Expertise and Reliability of Personnel	30%
Services	40%

4. The firm must submit information that documents successful and reliable experience in past performances of projects of similar scope, especially those performances related to the group travel requirements of this Request for Study Abroad and Group Travel Management Services document. Three (3) references are required to be submitted.
5. The firm must provide the following information related to previous and current contracts which are considered similar to the requirements of this Request for Study Abroad and Group Travel Management Services document of which includes experience in handling and servicing a project of this size.
 - a. Name, address and telephone number of agency and a contact person.
 - b. Dates of contract.
 - c. A brief, written description of the specific services performed under the contract.
6. The submitting firm must identify any additional resources required by the University not previously outlined in this Request for Request for Study Abroad and Group Travel Management Services.
7. The submitting firm must outline in their proposal all fees to perform the services as required in this Request for Request for Study Abroad and Group Travel Management Services document.
8. All proposals received from qualified Firms will be evaluated. Truman reserves the right to accept or reject any or all proposals submitted for consideration. In addition, Truman reserves the right to negotiate specific aspects of a proposal submitted. The selection committee will first determine whether a proposal satisfies the requirements stated in this RFP document.
9. Truman reserves the right to consider historic information and fact, whether gained from the Firm's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman shall have the right to take such steps as it deems necessary to determine the ability of a Firm to perform the work, and each Firm shall furnish to Truman such information and data for this purpose as it may request. The right is reserved to reject any proposal response where an investigation, or consideration of the information submitted by such Firm, does not satisfy Truman that the Firm is qualified to carry out properly the terms of these specifications.
 - a. The Firm is cautioned that it is the Firm's sole responsibility to submit information related to the evaluation categories and that Truman is under no obligation to solicit such information if it is not included with the Firm's proposal response. Failure of the Firm to submit such information may cause an adverse impact on the evaluation of the Firm's proposal response.
 - b. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Firms responding to this RFP the Firm whom has been selected to perform these services. Any proposal award protest must be received within 10 days after the date of notification of award in accordance with the State statute.

PART V – GENERAL CONTRACTUAL REQUIREMENTS

- A. The Agreement between Truman and the selected agency shall consist of (1) RFP and any amendments thereto, and (2) the proposal submitted by the selected Firm in response to this RFP. In the event of a conflict in language between the two (2) documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected firm and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the selected firm's proposal response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The submitting firm is cautioned that its proposal shall be subject to acceptance by Truman without further clarification.
- B. Any change in the agreement including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal amendment to the engagement letter from a representative of the selected Firm. Any amendments to the engagement letter shall (1) specify an effective date; (2) specify any increases or decreases in the amount of the selected Firm's compensation, if applicable; and (3) describe changes, if any, to the services performed. The selected Firm expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the agreement.
- C. Renewals will be issued to the selected firm in the form of a request for renewal unless notification is received from the university stating the wish to not renew the agreement.
- D. All reports, data and materials developed or acquired by the selected Firm as a direct requirement specified in the purchase order shall become the property of Truman. All reports, data or materials that may reveal names or identification numbers of individuals, employees, or corporate entities, if not returned to Truman, must be properly destroyed so as to keep such information confidential. No reports or materials prepared, as required by the purchase order, shall be released to the public without the prior written consent of Truman.
- E. The selected Firm shall not at any time sell, convey, transfer, mortgage or assign any interest in the purchase order, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the purchase order without the prior written consent of Truman.
- F. Firms agree that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Firms further agree that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.
- G. Firms shall not provide any pre-requisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. Firms shall not attempt to gain support and appreciation from any group of employees other than providing the highest quality consulting services possible.
- H. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- I. The parties to this Agreement agree that Truman State University, their departments, agencies, boards and commissions shall be indemnified and held harmless by the selected firm for the vicarious liability of the University as a result of entering into this Agreement. However, the parties further agree that the University, their departments, agencies, boards and commissions shall be responsible for their own negligence. Each party to this Agreement is responsible for their own negligence.

- J. No waiver by University of any breach of the provisions of this Agreement by the selected firm shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
- K. In the event that the selected firm shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the selected firm in writing of such failure and demand that the same be remedied within ten (10) days. Should the selected firm fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
- L. The University may by giving 60 days written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time for a breach of any contractual obligation by providing the other party with a sixty (60) days written notice of such cancellation. Should the University exercise its right to cancel the contract for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the selected firm.
- M. Upon filing for any bankruptcy or insolvency proceeding by or against the Firm, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefits of creditors, the Firm must notify Truman immediately. Upon learning of such actions, Truman reserves the right at its sole discretion to either cancel or reaffirm the business relationship.
- N. Any written notice of the Firm shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Firm or at its address as listed on the signature page of the contract, or as such address as the Firm may have requested in writing.
- O. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this consulting process must be handled as confidential and may not be shared with other firms who may want to do business with Truman without the prior written approval of the University's Purchasing Department. Any future business with Truman will be obtained through a proposal process.
- P. The agreement shall be construed according to the laws of the State of Missouri. The Firm shall comply with all local, state and federal laws and regulations related to the performance of the agreement to the extent that the same may be applicable.
- Q. The Firm represents himself/herself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Truman. Therefore, the selected Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold Truman, its officers, agents and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- R. The selected Firm and all subcontracted Firms doing business with Truman must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by the selected Firm or subcontracted Firm is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all bidders' lists until corrective action is made and ensured, and referral to the Attorney General's Office.
- S. Missouri Preference Executive Order: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman State University must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 03-27 states Missouri state government agencies shall purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact

to the State of Missouri for Missouri products versus the economic impact if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.

Vendors must provide the following information as it relates to this RFP:

1. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
2. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. A description of the Vendor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
4. If any products and/or services offered under this RFB are being manufactured or performed at sites outside the continental United States, the Vendor must disclose such fact and provide details with their proposal.
5. MBE/WBE Certification. In accordance with Executive Order 98-21, firms are encouraged and may be required per the FFB to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://oa.mo.gov/oswd/mbewbe.htm> or contact the MBE/WBE Certification Program at 573.751.8130 or 877.259.2963.

PART VI
TRUMAN STATE UNIVERSITY
PROPOSAL CERTIFICATION

The Firm certifies it is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the Truman's RFP.

The Firm further certifies the responses and resulting proposal to Truman's Request for Proposal are true and accurate.

In submitting a response to Truman's RFP, the Firm understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of **30 days** after the date and time set for the receipt of proposals.

The Firm hereby affirms:

- (1) That I am the Firm (if the Firm is an individual), a partner in the Firm (if the Firm is a partnership), or an officer or employee of the Firm having authority to sign on its behalf (if the Firm is a corporation);
- (2) That the proposal has been arrived at by the Firm independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent bidding or competition;
- (3) That the contents of the proposal has not been communicated by the Firm or its employees or agents to any person not an employee or agent of the Firm or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the Firm has fully informed himself/herself regarding the accuracy of the statements made in their response.
- (5) The Firm is registered with and maintains good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that their firm (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP15-01, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Company

Federal Tax ID No.

Telephone Number

Address

Fax Number