



**REQUEST FOR QUALIFICATIONS**  
**Nationwide & Regional Lodging Services**  
**RFQ No. 102-1644-10R (Re-Quote No. 1)**  
**Clean copy as modified by Addendums 1 - 7**

**Section 1: PURPOSE OF REQUEST FOR QUALIFICATIONS.** The purpose of the Request for Qualifications (RFQ) is to establish a qualified list of Properties for lodging services by room for transient and extended stay at or below the domestic GSA per diem rates for Participant Travelers traveling on official government business within the United States. The State of Oregon Department of Administrative Services State Procurement Office (DAS SPO) is conducting this solicitation for these services for the National Association of State Procurement Officers (NASPO), its members, Western States Contracting Alliance (WSCA), its members, the State of Oregon (State), and its participating Oregon Cooperative Purchasing Program members (ORCPP) pursuant to its authority under ORS 279A.205, OAR 125-246-0410; ORS 279B.085, OAR 125-247-0287 and Special Procurement No. SP-437-10 issued July 1, 2010; and OAR 125-247-0550. Oregon will act as the Lead State for this RFQ. DAS SPO will conduct the solicitation, manage and maintain the Authorized Lodging Provider List on behalf of WSCA and all Participants.

**Multiple Provider Opportunity.** The State of Oregon on behalf of WSCA will include all Lodging Providers that meet the terms and conditions of this RFQ in a non-binding, open list of Authorized Lodging Providers. From time to time, DAS SPO may issue requests for additional providers to add to the Authorized Providers List under the same provisions set forth herein.

**Section 2: WSCA Background Information.** The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

In addition to Oregon, the following States have requested to be named as Participants in this RFQ as potential users of the Services: Alaska, Arkansas, Colorado, Florida, Hawaii, Iowa, Minnesota, Nebraska, Nevada, New Hampshire, Oklahoma, South Carolina, Utah, Vermont, and West Virginia.

The Lead State anticipates other states will elect to participate on or after the award process.

**Section 3: General RFQ Provisions.** WSCA's goal for this RFQ is to create a list of Authorized Lodging Providers whose Properties (Brand specific or family of Brands) will offer the services to the Participants based upon the requirements in this RFQ and as specifically set forth on Attachment B of this RFQ. The resulting WSCA Authorization is permissive and is intended to supplement any existing in-state or national lodging agreements or qualifications that other States may already have in effect.

Participants, travel agencies and contracted travel arrangers will receive a List of the Authorized Lodging Providers and their web-links. Each State Participant will also make a listing of State authorized Lodging Provider web-links available to State travelers. WSCA Authorization holders may market themselves as such to Participants, Participant Travelers travel agencies and contracted travel arrangers

**Open RFQ:** The State of Oregon and WSCA considers this an open Request for Qualification and reserves the right to re-open this RFQ as it deems necessary for the purposes adding qualified properties to the qualified list of Properties.

**Section 4:** This Request includes the provisions and requirements set forth herein as well as the following attachments:

- Attachment A - Definitions pertaining to this RFQ
- Attachment B – Lodging and Services Requirements
- Attachment C - NASPO Regions
- Attachment D: Reserved
- Attachment E – RFQ Response Sheet
- Attachment F - Reserved
- Attachment F.1 Reserved
- Attachment G - Sample WSCA Authorization and letter
- Attachment H – Sample Request for Compliance Authorization

The State of Oregon on behalf of WSCA invites all Lodging Providers to review this packet and respond according to interest. The State of Oregon on behalf of WSCA intends to issue authorizations to some or all Lodging Providers who meet the qualifications and agree to the terms of this RFQ. If a Lodging Provider responds to this RFQ and the Submittal is deemed responsive, Lodging Provider shall be added to the List of Authorized Lodging Providers, as appropriate, and may begin providing Services to Participating Entities pursuant to the terms of the RFQ upon receipt of a WSCA Lodging Authorization.

Lodging Providers seeking authorization must submit their responses, meeting all provisions and requirements to:

State of Oregon  
 DAS State Procurement Office  
 1225 Ferry Street SE U140  
 Salem, OR 97301-4285

The Sole Point of Contact (SPC) for this RFQ is:

Tim Hay, State Procurement Analyst  
 Phone: (503) 378-4650 Fax: (503) 373-1626  
 E-Mail: tim.hay@state.or.us

**Section 5: SCHEDULE OF EVENTS:**

<b>Event</b>	<b>Date</b>	<b>Time (Pacific Time)</b>
RFQ Release	12/27/2010	See ORPIN
Pre-Submittal Conference	1/14/2011	8:30 AM
Deadline for Receipt of Questions/Clarifications	1/21/2011	5:00 PM
Deadline for Protest of RFQ Provisions	1/28/2011	5:00 PM
Closing Date and Time for Submittals	10/01/2016	3:30 PM
Posting of Notice of Intent to Issue List of Authorized Lodging Providers and Issue Authorization Letters (approximate)	TBD	See ORPIN
Authorizations Issued	TBD	See ORPIN

**PRE-SUBMITTAL CONFERENCE:**

- Not Applicable
- Applicable: A conference will be held for this RFQ.**

Lodging Providers attendance at this Pre-Submittal conference is:

- Mandatory
- Voluntary**

DATE	TIME	LOCATION
January 14, 2011	8:30 am	State of Oregon General Services Building Mt. Mazama Room 1225 Ferry Street SE Salem, OR 97301

**OR**

Participants may dial into the conference by calling 1-866-699-3239 code # 56823821#. Please notify the sole point of contact by 3:00 PM (Pacific Time) January 12, 2011 if you will be participating by phone or in person.

The purpose of this Pre-Submittal Conference is to explain the RFQ requirements and to answer any questions Lodging Providers may have. Statements made at the Pre-Submittal Conference are not binding upon DAS SPO. Lodging Providers are cautioned that the official RFQ requirements will change only by written Addenda issued by DAS SPO as provided in subsection 6.5. This is a voluntary Pre-Submittal Conference and Lodging Providers are encouraged to attend this conference. Lodging Providers may bring no more than two representatives to the Pre-Submittal Conference.

**Section 6: RFQ TERMS AND CONDITIONS**

**6.1. Late Requests for Qualifications.** LATE RESPONSES TO REQUESTS FOR QUALIFICATIONS WILL NOT BE ACCEPTED OR CONSIDERED. It is the responsibility of the Lodging Provider to ensure that its response (Submittal) to the Request for Qualifications (RFQ) arrives prior to the time and at the place indicated in the RFQ. Telephone or facsimile Submittals will not be accepted.

**6.2. Specifications.** Specifications are provided to identify the service required and to establish an acceptable quality level. WSCA will be the sole judge in determining comparable levels of service and quality in all Submittals. Failure to furnish specifications, and/or reports as requested may be sufficient cause to consider a Submittal non-responsive.

**6.3. Information Required.** National and Regional Lodging Providers shall send one Submittal with the listing of all Properties. Regional Lodging Providers must indicate on Attachment E which regions they serve.. Regions are described on Attachment C. The Evaluation Committee will review each Submittal independently of the others. Lodging Provider shall furnish all the information required and are expected to examine any drawings, sample reports, specifications, schedule of delivery, all instructions, and the terms and conditions.

**6.4. Protest of Specifications.** Should the Lodging Provider find any part of the listed specifications or provisions or requirements to be prohibitive, unnecessarily restrictive or limit competition may submit a protest, in writing, to the SPC. This is the Lodging Providers only opportunity to protest the provisions of this RFQ, including but not limited to, the process, specifications and requirements of Service and RFQ terms and conditions. Failure to do so will be at the Lodging Provider's risk.

**6.5 RFQ Addenda.** Addenda to this RFQ will be official only if furnished, in writing and posted on the ORPIN System, by the DAS State Procurement Office. Lodging Providers shall not rely on verbal statements that alter any specifications or any term and condition of the RFQ.

**6.6. Products/Services Provided.** The Lodging Provider shall furnish the services in strict accordance with the specifications, and within the price or price limitation, if any, set forth for each item, in the RFQ.

**6.7. Submittal Acceptance/Objection.** The State of Oregon Procurement Office on behalf of WSCA reserves the right to reject any or all Submittals and to waive informalities and minor irregularities in Submittals received and to accept all or any portion of a Submittal, if deemed in the best interest of the State and not contrary to law. This implies no obligation on the part of any Participant to pay any costs incurred in the preparation or the submission of such Submittals, or to purchase or contract for products or services, nor does the DAS State Procurement Office silence imply any acceptance or rejection of any Submittal.

**6.8. Evaluation and Authorization.** An Evaluation Committee will review all Submittals.. Authorizations will be made to responsive and responsible Lodging Providers in accordance with the criteria described in the RFQ.

**6.9. Information and Quantity Of Submittals.** Lodging Providers shall submit to the SPC, an electronic copy of its Attachment E Submittal Cover Page.and Property listings on one (1) CD ROM or USB flash drive Submittal must be in MS Excel 2003 format. By checking the box on Attachment E, the authorized representative of Lodging Provider is verifying Lodging Provider's response and Lodging Provider's list of Properties on the header page of Attachment E.

Lodging Provider must submit Attachments E-and a written narrative of other desirable features asked for in this RFQ.

Lodging Providers also must submit Attachment E to each of their Properties for response to this RFQ. Upon receipt of the information from each of their member Properties, Lodging Providers must aggregate the information from Attachment E and insert the information into Attachment E. The Evaluation Committee will use Attachment E for evaluation purposes.

**6.10 Envelope, Package or Box Label.** Submittals must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

- Name of Lodging Provider
- RFQ Number
- Closing Date and Time

Lodging Providers are solely responsible for ensuring that their Submittals are received by DAS SPO in accordance with the solicitation requirements, before the Closing Date and Time, and at the place specified on the cover sheet of this RFQ. DAS SPO is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Submittal deliveries made to another location other than to the address identified on the cover sheet of this RFQ will be considered non-responsive unless re-delivery is

made to the address identified on the cover sheet of this RFQ before the Closing Date and Time. **Submittals may NOT be submitted by facsimile.**

**6.11 Opening.** Submittals will be opened and the names of all Lodging Providers will be read at the Closing Date and Time listed above. Submittals will be opened at the DAS SPO Second Floor, 1225 Ferry Street SE, Salem, Oregon.

## **Section 7: Review**

**7.1 General.** An Evaluation Committee comprised of WSCA representatives will review all Submittals to ensure each Property meets the requirements of this RFQ. WSCA plans to use the best rates and amenities as an incentive to direct Participant Travelers to selected Lodging Providers. Lodging Providers are not limited to specific Brands and are encouraged to submit a family of Brands in each of their Submittals. Lodging Providers with more advantageous submittals will be placed higher on the list of Authorized Lodging Providers.

**7.2 Reserved**

**7.3 Reserved**

**7.4 Other Desirables.** The following will also be considered:

### **7.4.1 Reserved**

**7.4.2 Greening Programs:** It is desired that Properties have other greening initiatives or carbon offset programs in place. It is further desired that the Participants may choose to enroll in these programs at no additional cost. State may consider offering applicable Properties being “showcased” as Environmentally Preferable.

**7.4.3 AAA Diamond Rating:** It is desired that properties in the brand are nationally ranked for customer satisfaction by AAA. Please indicate the properties that are 1 diamond, 2 diamond, 3 diamond, 4 diamond and 5 diamond ranked.

**7.4.4 Last Room Availability:** It is desired that Properties offer last room availability. Lodging Providers shall list the number of locations and locations that will offer last room availability at the rates offered in this RFQ.

**7.4.5 Black Out Dates:** It is desired that Properties do not black out certain dates of the year. Lodging Providers shall list the number of locations and locations that will offer no black out dates under this RFQ.

**7.4.6 Historic Property, Historic Downtown designation:** Lodging Providers are to check yes on the Attachment E if any of their Properties ~~they~~ are an historic property, located in an historic downtown or both, as appropriate. Historic properties are limited to properties listed on the National Register of Historic Places, or on a state or local historic register. Historic downtowns are limited to downtowns listed on the National Register of Historic Places, or on a state or local historic register, or it's a recognized Main Street downtown as identified by a local Historic Landmark Commission, city planner or State Historic Preservation Office. If the property does not meet the criteria defined in this section for historic designation, then the Lodging Provider should check no on Attachment E related to that property.

## **Section 8: Ranking and Authorized List.**

**8.1 Authorized List.** The Lodging Providers' Submittals will be reviewed based on the number of rooms and locations, amenities offered and discount offered. DAS SPO will issue and maintain the Authorized List. WSCA reserves the right to provide a WSCA Lodging Authorization to some or all Submitting Providers.

**8.2 Notice of Posting of Authorized List.** DAS SPO shall post a notice listing all successful Lodging Providers.

**8.3 Request for Hearing.** If a Lodging Provider is not selected for the Authorized List, the Lodging Provider may request a hearing by submitting a request in writing to the SPC within three (3) business days of the Notice of Posting of Authorized List.

**8.4 Authorization Letter.** DAS SPO will send Authorization Letters to each successful Lodging Providers.

## **ATTACHMENT A - Definitions pertaining to this RFQ.**

“Brand” means the trademark or distinctive name identifying Lodging Provider’s Properties.

“Contact Person” means the individual appointed by Participant to administer this agreement on behalf of the Participant. For purposes of the Authorized Lodging Providers List, the Contact Person is SPC under this RFQ.

“DAS SPO” means the Oregon Department of Administrative Services, State Procurement Office.

“GSA” mean General Services Administration of the United States Federal Government.

“GSA Per-Diem” means the domestic GSA lodging per diem rate in effect at the location and on the date of the room occupancy as published on the Internet at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem), as FTR Bulletins.

“Lead State” means the state that conducted this cooperative solicitation and that will centrally administer this resulting WSCA Lodging Program.. Oregon is the Lead State for this WSCA Lodging Program. Lead State also means “Administrator” as defined in OAR **125-246-0400(3)(a)**.

“Lodging Provider” means a person, organization or governmental entity that submits a response to this RFQ. (Property/Brand Representative) “Authorized Lodging Provider” means a Lodging Provider whose Submittal meets the requirements of this RFQ, has received an Authorization Letter, and who is willing to provide Services to Participants and Participant Travelers pursuant to the provisions in this RFQ.

“ORCPP” means the Oregon Cooperative Purchasing Program, whose members include but are not limited to: State Agencies not subject to DAS SPO purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

“ORPIN” means the Oregon Procurement Information Network.

“Participant” means a governmental body that is authorized to procure Services from Lodging Provider pursuant to this RFQ. Participant includes State, State Agencies, ORCPP members, and Participating States and Political Subdivisions of Participating States properly authorized by a Participating State to acquire Services described in this RFQ from an Authorized Lodging Provider.

“Participating State” means a WSCA member state located outside the State of Oregon that has indicated its intent to participate in this RFQ, or another state authorized by WSCA to purchase under the provisions of this RFQ.

“Property” means commercial lodging facility offering overnight accommodations by the room, and related Services.

“RFQ” means this Request for Qualification.

“Services” means the providing of overnight lodging by room for transient and extended stay and related innkeeper services as set forth in this RFQ.

“State” means the State of Oregon.

“State Agency” means each agency, department, commission, bureau or other subdivision of the State government of Oregon whose costs are paid, in whole or in part from funds held in the State Treasury. “State Agency” does not include local governments or other political subdivisions of the State of Oregon.

“State Chief Procurement Official” means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of goods and services.

“Submittal” means Lodging Providers response to this RFQ, including the Submittal Cover Sheet, Attachment E, and any other documents or information Lodging Provider delivers in response to this RFQ.

“Traveler” or “Participant Traveler” means the person authorized by Participant to purchase Services under this WSCA Lodging Program..

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for State government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

“WSCA Authorization” means the authorization from the DAS State Procurement Office authorizing the Lodging Provider to provide services per the terms and conditions of this Request for Qualifications and its Submittal.

“WSCA Lodging Program” means the program described in this RFQ where WSCA maintains a list of authorized Lodging Providers based upon the requirement of this Request for Qualification, the Submittal submitted by the Lodging Provider and the WSCA Lodging Authorization.



## **ATTACHMENT B: Lodging and Services Qualification Requirements:**

All Properties offered by a Lodging Provider must provide services according to this Attachment B. Lodging Providers shall not list Properties in its Submittal unless the Property meets and agrees to the following:

**1. States Use of GSA Rates.** The focus of this Request for Qualifications is to address the needs of Participant Travelers on official government business. Most of the states in the United States use the General Services Administration (GSA) federal per-diem rates as the benchmark to reimburse its employees for overnight lodging while on travel status. The GSA Per-Diem is generally a cap. It is required that the list of authorized Lodging Providers whose Properties (Brand specific or family of Brands) offer GSA Per-Diem or more preferably, Properties will offer variable rates throughout the year provided that the rates do not exceed the GSA per-diem rate or the discounted rate for that Location.

**2. Rate Composition.** Property shall offer non-commissionable room rates at or below current GSA Per-Diem rates. State and local room taxes are not included in the WSCA Lodging Program rates.

**3. Reservations.** Property shall accept reservations and attempt to meet 100% percent of Participants' or Participant Travelers' reservations when reservations are made at least 24 hours in advance. Reservations may be made by Participant or Participant Traveler or by Participant's contracted travel agencies. Reservations made with a credit card shall guarantee room availability for the first night including automatic, no-added-cost substitution. Reserved rooms will be held until 7:00 a.m. the following morning prior to release. The credit card used to make the reservation may be charged for the one night, Whenever possible, the Participant or Participant Traveler will advise the Property a minimum of four (4) hours in advance of normal check in time of any change of travel plans necessitating room reservation cancellation. Property shall not charge a cancellation fee if a reservation is canceled by 4:00 p.m. the day of check in. Participant Travelers and Participants will cancel reservations in the same manner they were made when possible. Property shall honor confirmed reservations or will provide for stay at another comparable hotel in area if they are unable to honor the confirmed reservation. The terms and conditions take precedence over and supersede all other conflicting terms and conditions, express or implied that are included in the reservation confirmation and terms and conditions of use of any internet reservation system.

**4.A Reservation Systems/Options.** Lodging Provider shall maintain an internet reservation system where Participants and Participant Travelers can access the net rates under this WSCA Lodging Program on its website (rate applied to applicable GSA Per Diem rate). Lodging Provider shall make available its rates under this WSCA Lodging Program on all major Global Distribution Systems (GDS). Lodging Provider shall have the ability to accept lodging reservations through Global Distribution System (GDS) at non-commissionable rates and also via online booking tools such as ResX, Travel Port, etc.

**4.B** Lodging Provider shall maintain a toll free 24 hour per day reservation phone number where Lodging Provider's agents have access to the rates under this WSCA Lodging Program. Lodging Provider shall also accept reservations at Properties via walk-in or local telephone number. Personnel at all Lodging Provider Properties must have access to the rates and terms and conditions contained in this WSCA Lodging Program.

**4. WSCA Rate Codes.** One WSCA Rate Code will be established for all of the Participating States. Lodging Provider shall load the rate into the GDS using the established rate code per the instructions established by the WSCA Contract Administrator. The rate code shall also be provided to Participants' travel management contractors for loading in their booking tools. The approved rates outlined in the Submittal will be loaded under the special WSCA Rate Codes. The Lodging Provider shall attach the terms and conditions and discounts offered for each Property under the Submittal to the special WSCA Rate Code. Personnel at Property must be knowledgeable with the rates, terms and conditions of the WSCA Lodging Program contained under the WSCA Rate Code.

**6. Web Reservations.** Lodging Provider must have a dedicated web link for Participant or Participant Traveler to access room availability and make reservations over the internet. Lodging Provider shall

create a WSCA Corporate ID number that attaches the WSCA Rate Code for web reservations on the Lodging Providers website under the Lodging Provider's website.

**7. Property Updates.** Lodging Provider shall be responsible for maintaining the list of Properties that will offer the rates under the WSCA Rate Code established in this RFQ and as included in the Authorized List. Lodging provider may submit an updated list of Properties with additions, subtractions or changes to Properties not more than once a month to the point of contact identified in this RFQ. Submitted updates shall be on an excel spreadsheet in the formats prescribed in Attachment E Revised by Addendum 7.

**8. Non-Smoking Rooms.** Property shall offer non-smoking rooms.

**9. Room Availability.** If Property offers last room availability, it must continue to offer last room availability until the lodging list is updated by the Lodging Provider on the semi-annual basis. If Property offers no black out dates, it must continue to offer no black out dates until the lodging list is updated by the Lodging Provider on the semi-annual basis. No more than ten date ranges and a total 50 black out days are allowed per calendar year, per location. A standard room is a single room with attached bathroom and either one king-sized or two queen-sized beds. Property must meet or exceed the requirements of a standard room.

**10. ADA Compliance.** Property must be ADA compliant with at least one room meeting ADA specifications. Property must provide a list of ADA accessibility features.

**11. National or Regional Brand.** Must be an established regional or national commercial lodging Brand with Properties (owned and franchised). In Attachments E Lodging Providers shall provide a list of each of their Properties that will participate as part of the Authorized List.

If a Lodging Provider is a regional Brand, it must be an established Brand in one or more of the six (6) regions shown in Attachment C. To be considered a regional Brand, Lodging Provider must have properties located in two (2) or more states of a region with the exception of Alaska and Hawaii regions.

Lodging Providers that have locations in at least all states of the 48 contiguous states are considered a national Brand.

**12. Licenses.** Must have all required licenses, bonding, facilities, equipment, vehicles, and trained personnel necessary to perform the requirements specified in this RFQ.

**13. Minimum Age Restriction.** Property must provide rooms to any Participant Traveler who possesses a valid state ID (employee badge or business card) and is at least 18 years of age (unless further restricted by state law) and has a form of payment allowed under this RFQ. No additional prequalification is required either via oral or written inquiry and Lodging Provider shall add no minimum age surcharge to WSCA Rates.

**14. FEMA Compliance.** All Properties must comply with the Federal Emergency Management Agency (FEMA) U.S. Fire Administration (USFA) Fire-Safe Hotel List.

**15. Prohibited Fees and Taxes.** Property shall not charge Participant Travelers the following fees:

- A. Change / Cancellation Fee if change or cancellation is received prior to 4:00 PM the day of check-in.
- B. Booking, Deposit or Reservation Fee
- C. Short notice reservation fee.
- D. Early Departure Fee
- E. Flat City Tax (State and local room taxes exempt from this tax)
- F. Parking fee when staying with no vehicle.
- G. Resort fees
- H. Energy fees

**16. National Contact Representative.** Lodging Provider's single point of contact that represents all of the locations under the Brand umbrella (i.e. national sales manager or representative) shall be indicated on Attachment E.

**17. Guest Relations Representative.** Lodging Provider shall also list a Guest Relations Representative who is responsible for dealing with customer service issues in relation to the requirements of this RFQ. Travelers will be instructed to send in a form (Attachment H) to the person listed below with any concerns related to the Travelers stay at the property. The Guest Relations Representative will respond back to the Travelers concerns within seven (7) calendar days with a response. The Guest Relations Representative shall be indicated on Attachment E.

**18. Investigative Assistance.** The Lodging Provider or Property shall assist any investigative unit of Participant concerning alleged wrongdoing or suspected fraud or abuse by any Participant Travelers or those entities doing business with the Lodging Provider. Reciprocal assistance from the Participant with regard to investigations shall be provided to the Lodging Provider.

**19. Major Credit Cards.** Property shall accept all major credit cards. Property shall not assess any additional fees or charges to Participant Travelers or Participants when accepting these cards for payment. Except as otherwise authorized by Participant Traveler, Property shall only post charges on the cards at the conclusion of the occupancy period. Property shall not pre-charge cards with estimated room charges or first night room charges. If authorized by Participant when Participant makes a room reservation, Property may post charges on a card for pre-paid room and tax for the entire stay. Property shall post a credit on a card for pre-paid rooms not used if the reservation is timely canceled.

## **20. CENTRALIZED CONSOLIDATED MONTHLY BILLING WHERE ESTABLISHED BY LOCAL PROPERTY.**

**20.1 Accounts.** Property may establish a procedure by which Participant may open an account for the purpose of direct billing for Services purchased. Property shall keep any billing account opened separate from any other account maintained by Lodging Provider for the Participant. Property agrees to look only to the Participant for payment of account charges.

**20.2 Invoices.** For Participants with direct billing, Property shall provide invoices to each billing address indicated by the Participant during the account set up process. Property shall invoice not more frequently than monthly. Property shall invoice Participant for Services within 5 days of month end. The invoice shall include all transactions and adjustments completed during the billing cycle. Invoices shall contain at a minimum the following transaction information:

- Participants Name
- Travelers Name
- Name and location of Property
- Date of Check in
- Date of Checkout
- Daily room rate and tax
- Total room rate and tax

Property shall provide electronic invoicing at the Participant's request. Electronic invoices will be considered received at the time the Participant retrieves their invoice or a Participant's computer invokes a preset transmittal request (auto/dial feature) in its electronic mailbox or 24-hours after the Property submits the invoice to the electronic mailbox, which ever is earlier.

**20.3 Changes to Account.** Property shall send a written request to the Participant's Contract Administrator regarding any proposed changes to the Participant's account. Participant shall reply in writing approving or rejecting the account modification.

**20.4 Payment Options.** Participants with direct billing shall have the option of payment by check, warrant, or Electronic Funds Transfer (EFT). Participant shall submit payments to the Property at the address shown on the invoice.

**20.5 Overdue Account Charges.** Property shall not charge Participants any annual fees, transaction fees, processing fees, report fees or any other fees for the administration of the direct billing account. Payment is due by Participant no later than 45 days from date of invoice. Payment will not be considered late if a check or warrant is post marked within that time. At Property 's option, it may assess overdue account charges, in accordance with the provisions of Participant's Statutes or Rules pertaining prompt payment provisions or interest accrual rates. For Properties located in Oregon, ORS 293.462(3), limits charges up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462(4).

**20.6 EFT Transaction Procedures.** Lodging Provider and Participant shall establish procedures for EFT transactions at the time of account setup for each Participant. In order to take advantage of any prompt payment incentives, Participants shall be encouraged to receive invoices electronically and make payments via EFT. In the event the Property, during the WSCA Lodging Program term, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and required information specified above must be received by DAS SPO and each Participant's Contract Administrator at a minimum of thirty (30) days prior to the effective date of change. Property's failure to provide accurate information in a timely manner may delay payment of amounts otherwise properly due.

**20.7 Resolution of Disputes.** The Property shall provide resolutions of disputed amounts and shall make appropriate adjustments to Participants' accounts. The Property shall provide the Participant Contract Administrator with a copy of all Property correspondence relating to disputed transactions.

## **21. VOLUME SALES REPORTS**

**21.1 Ability to report:** Lodging Provider shall create a WSCA corporate ID number for the ability to report sales for reservations booked directly on Lodging Provider website.

**21.2 Reports to Lead State.** Lodging Provider shall provide to the WSCA Contract Administrator at Lead State monthly reports of all Services sold under the WSCA Lodging Program and Participating Addenda nationwide ("Volume Sales Report"). Lodging Provider shall include:

- WSCA Rate Code
- WSCA Corporate ID Number
- Locations of sales (City and State)
- Property Transaction Number
- Name and location of Property
- Date of room occupancy (Services sold)
- Length of stay
- Unit price and extended total
- Dollar volume of Services by locations subtotaled by month
- Total dollar volume of Services.

### **21.3 Reserved**

**21.4 Reportable Sales or Not.** Lodging Provider shall submit a Volume Sales Report each month to the WSCA Contract Administrator and the DAS SPO Contract Contact Person, whether or not there are reportable sales of Services. Participating State may specify whether or not it requires a report in a quarter with no reportable sales. The report must contain complete and accurate details of the Services sold for the quarter just ended and (ii) such other information as Participating State may informally request. For purposes of the Volume Sales Report based on the Services sold, Lodging Provider shall report the dollar volume of all Goods and Services for which Lodging Provider charges Participant. Volume Sales do not include taxes, assessments, fees, or other charges itemized on the invoice which Lodging Provider is required by a third party to collect.

**21.5 Reporting Dates.** Lodging Provider shall submit the monthly reports required by this Section 3 by the thirtieth (30th) day of the month following the reporting month. LEAD STATE AND DAS SPO IN

THEIR SOLE DISCRETION RESERVES THE RIGHT TO REMOVE LODGING PROVIDER FROM WSCA LODGING PROGRAM IF LODGING PROVIDER DOES NOT SUBMIT VOLUME SALES REPORTS AS SCHEDULED. A PARTICIPATING STATE MAY TERMINATE ITS PARTICIPATION IN THE WSCA LODGING PROGRAM IF REPORTS ARE NOT RECEIVED AS SCHEDULED.

**22. Detailed Folio.** Upon check out, Property shall provide a detailed hotel folio. Property shall invoice Participant for Services at the rates specified above. This folio must show all daily room charges, applicable taxes and any other charges made against the room. The terms and conditions of this WSCA Lodging Program take precedence over and supersede all other conflicting terms and conditions, express or implied that are included in the hotel folio.

### **23. RATES AND EXTENSION TERM PRICE ADJUSTMENTS**

**23.1 GSA Per-Diem Rates:** The Property shall charge for Services at the discount in RFQ Section 7.3 based on the GSA Per-Diem rates in effect at time and location of stay for rooms provided under this WSCA Lodging Program. If the applicable GSA per-diem rates change during a Traveler's stay, Property shall charge the applicable daily per-diem rate per each day of stay to the Traveler. Property shall update its reservation system price information as the GSA updates its per-diem rates.

**23.2 Term of Program** The term of this program is January 1, 2011 through December 31, 2016. This program may be extended by mutual agreement with the Lodging Provider or replaced by a subsequent RFQ.

### **24. Removal from List:**

**24.1 State Removal:** The State of Oregon on behalf of WSCA reserves the right to remove Properties or Lodging Providers from the qualified lodging list for violating the requirements set forth in the WSCA Lodging Program. The State of Oregon will work with the Lodging Provider to resolve any issues prior to removal from list.

**24.2 Lodging Provider Removal:** The Lodging Provider is responsible for maintaining the list of Properties it offers under the rate code. It is understood by WSCA and the State that Properties may be added or deleted from the list annually in conjunction with updated GSA per-diems. The Lodging Provider under mutual agreement with the State of Oregon, may remove the entire list of Properties offered under the rate code. Lodging Provider must provide 60 days written notice to the WSCA Lodging Program Administer prior to removing all of its Properties from the list.

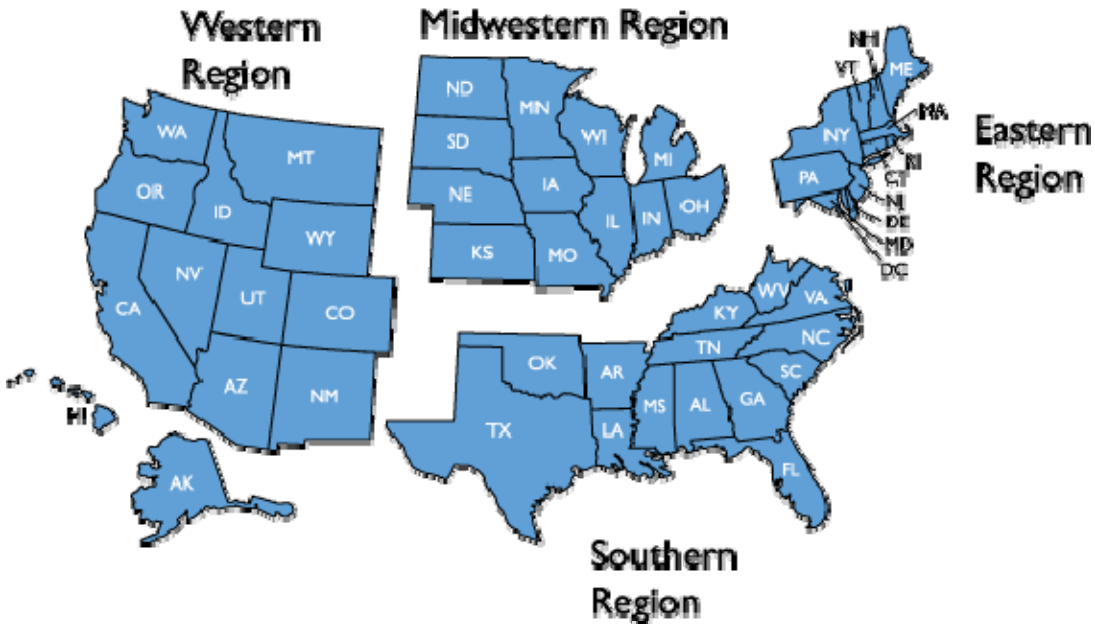
### **25. PARTICIPANT RESPONSIBILITIES**

Participant purchases of Services under this WSCA Lodging Program are subject to the following conditions for Traveler use of the facilities. Lodging Provider shall hold State, Participant and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the Property provided the room is not used by the Participant or Traveler in any manner listed in this Section:

- A. Will not be used for any illegal purpose
- B. Only authorized Travelers on Government Travel status will use rates from this WSCA Lodging Program.
- C. Will not cause destruction to the rooms
- D. Will adhere to check-in and check-out times as posted by each property unless alternate arrangements have been pre-arranged
- E. Will not smoke in non-smoking rooms
- F. Traveler will present identification such as an employee identification badge, state issued credit card with the state name embossed or imprinted on the card, or business card at the time of check-in identifying that they are the person authorized by Participant to purchase Services under this WSCA Lodging Program .

**26. Independent Lodging Providers:** WSCA Lodging is expanded to include independent Lodging Providers. Independent Lodging Providers are Lodging Providers with independent Properties and are not franchised with a national or regional lodging Brand. Independent Lodging Providers must meet all of the requirements of this RFQ with the exception of the following sections, 4.A, 5, 6, and 11; however, it is still highly desirable that independents meet sections 4.A, 5, 6 and 11. Independent Lodging Providers must submit their lodging information through their Participating State point of contact for the Participating State in-state qualified lodging program. The Participating State point of contact shall be responsible for assembling the list of Local Lodging Provider Properties and submitting the list per the requirements of Attachment E to the single Point of Contact listed in this RFQ prior to the deadline.

**ATTACHMENT C – NASPO REGIONS**



- EASTERN REGION
- SOUTHERN REGION
- MIDWESTERN REGION
- WESTERN REGION (WSCA)
- ALASKA
- HAWAII

**ATTACHMENT E – RFQ RESPONSE SHEET**

**(inserted here)**



## ATTACHMENT G

### SAMPLE WSCA AUTHORIZATION COVER LETTER

July 13, 2010

Lodging Provider Name  
Lodging Provider Address  
Lodging Provider City, State, ZIP

Re: WSCA Lodging Provider Authorization

Thank you for responding to the Western States Contracting Alliance (WSCA) Request for Qualifications for nationwide and regional lodging services.

We are pleased to announce that your Submittal meets the criteria required by WSCA. Attached you will find a copy of your WSCA Lodging Provider Authorization.

When a Participant Traveler needs lodging services, the Participant or Participant Traveler may contact you directly or they may have a Participants travel management provider to make reservations. Your response to the RFQ states that reservations can be made through a central reservation system.

Thank you for taking the time to respond to the Request for Qualification. If you have any further questions regarding this WSCA Lodging Provider Authorization, please feel free to contact me at (503) 378-4650

Sincerely,

Tim Hay  
State Procurement Analyst

**Sample WSCA Lodging Provider Authorization below**

Request No: RFQ-102-1644-10

### WSCA Lodging Provider Authorization

Authorization Issued by:

#### Effective Dates of Authorization

January 1, 2011 thru  
December 31, 2011  
unless terminated early

State of Oregon on behalf of  
WSCA



---

This authorization is permissive.

**Based upon its Submittal under RFQ #102-1644-10, Nationwide and Regional Lodging Services, Phoenix Inn Suites is hereby designated as an Authorized WSCA Lodging Provider.**

This Authorization is the result of a solicitation by the State of Oregon on behalf of the Western State Contract Alliance for nationwide and regional lodging services for use by Participant Travelers on official government travel. This Authorization extends to the list of Properties offered by the Lodging Provider in its Submittal and is subject to the terms in the RFQ and the Lodging Provider's Submittal. The term of this Authorization begins **January 1, 2011** and expires **December 31, 2011** unless terminated early. At this time, please load the agreed upon negotiated rates into the GDS(s) per the instructions below.

**Rate loading instructions:** GDS Rate Code for WSCA Lodging is **WZ2** for Amadeus, Apollo / Galileo, Sabre and Worldspan. Please name the rate code **WSCA Lodging**. Attached to this Authorization are a list State Travel Agencies and their applicable Pseudo City Codes. Please load rates for all Properties using these codes. Once these rates have been loaded into your hotel's property/chain management system, please forward these instructions to your hotel's GDS/Distribution Department to complete the loading process.

---

State of Oregon on behalf of the Western States Contracting Alliance.

Signature\_\_\_\_\_

Date\_\_\_\_\_

**State of Oregon and WSCA  
Lodging Program Administrator**

**Authorized Lodging Provider  
Representative**

Tim Hay  
DAS State Procurement Office  
1225 Ferry Street, SE  
Salem, OR 97301  
Phone: (503) 378-4650  
Fax: (503) 373-1626

**Attachment H: Sample Request for Compliance Authorization**

**Request No:** RFQ-102-1644-10

**WSCA Lodging Provider**

**Authorization Issued by:**

**Effective Dates of Authorization**

October 1, 2010 thru  
September 30, 2015  
unless terminated early



**State of Oregon on behalf of WSCA**

**In State Lodging - Request for Compliance Authorization**

**To: Hotel Guest Relations Representative:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**From: WSCA Participant:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**We request that you address the following complaint or concern by a Participant or Participant Traveler who believes that a Property has failed to comply with the requirements as an Authorized WSCA Lodging Provider for the following reason(s):**

**We ask that you contact the WSCA Participant identified above within seven (7) calendar days to resolve this issue.**

**Additional Remarks:**