



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 11

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 893063

Procurement Type: Statewide MA (Open End)

Vendor ID:

Legal Name: NATL TRAVEL SERVICE INC

Alias/DBA:

Total Bid: \$0.00

Response Date: Response Time: Responded By User ID: First Name: Last Name: Email: Phone:

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2100000017

Published Date: 6/8/21

Close Date: 6/22/21

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 11

Total of All Attachments: 11



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 893063
Solicitation Description: Statewide Contract: Travel Management Services
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2021-06-22 13:30	SR 0212 ESR06142100000008179	1

VENDOR
 000000203044
 NATL TRAVEL SERVICE INC

Solicitation Number: CRFQ 0212 SWC2100000017
Total Bid: 0
Response Date: 2021-06-14
Response Time: 16:46:12
Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Travel Management Services	0.00000			0.00

Comm Code	Manufacturer	Specification	Model #
90121502			

Commodity Line Comments:

Extended Description:

Note: Vendor shall complete the Exhibit_A Pricing Page for bid pricing and must attach with bid.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 See section 18 of Instructions to Bidders for additional information.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: National Travel, Inc. Address: Suite 100 Chase Tower
707 Virginia Street E.

Name of Authorized Agent: B. Ann Hoskins Address: Charleston, WV 25301

Contract Number: CRFQ SWC21*17 Contract Description: Travel Management Services

Governmental agency awarding contract: WV Purchasing Division

~~Check here if this is a Supplemental Disclosure~~

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Ted R. Lawson

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

B. Ann Hoskins

Signature: 


Date Signed: 6-14-21

Notary Verification

State of West Virginia, County of Kanawha:

I, Ted R. Lawson, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14th day of June, 2021

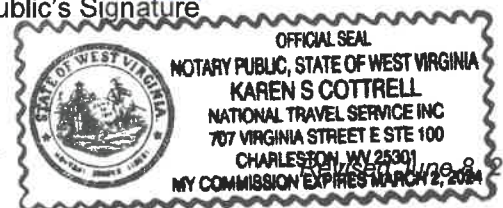

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: Purchasing Division



2018

(TRAVEL21) Travel Management Services

COMMODITY	DESCRIPTION OF TRANSACTION/SERVICES	ESTIMATED QUANTITY (transactions per year)	Fee* (cost per transaction)	EXTENDED PRICE
Transaction A	Domestic or International On-line (using Booking Tool) Reservation with any Common Carrier without agent assistance or intervention	1000.00	\$ 7.00	\$ 7,000.00
Transaction B	Domestic Travel, Agent assisted reservation (available 24/7/365)	3200.00	\$ 28.00	\$ 89,600.00
Transaction C	International Travel, Agent assisted reservation (available 24/7/365)	150.00	\$ 34.00	\$ 5,100.00
Agent Intervention (in support of Transaction A)	Agent intervention Fee (after self reservation transaction was utilized) (Available 24/7/365)	100.00	\$ 20.00	\$ 2,000.00
Document Delivery	Overnight Express Document Delivery Services	5.00	\$ 7.50	\$ 37.50
Passport & VISA Service	Passport & VISA Assistance (traveler will pay the actual Passport or Visa cost directly to the issuing entity)	25.00	\$ -	\$ -
			TOTAL COST	\$ 103,737.50

* Any box not provided with a Fee (cost) will be awarded as a NO CHARGE item to the agency/traveler and the vendor will not be permitted to charge for that item during the life of the contract.

Vendor Name:	National Travel, Inc.
Contact Name:	Ted R. Lawson
Email:	tedlawson@nationaltravel.com
Phone:	304.357.0801

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 04/21/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 11, 2021 due by 10:00am EDT

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970 Vendors should ~~not~~ use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Travel Management Services
BUYER: Mark Atkins, File# 42
SOLICITATION NO.: CRFQ 0212 SWC210000017
BID OPENING DATE: 06/22/2021
BID OPENING TIME: 1:30pm EDT
FAX NUMBER: 304-558-3970

Revised 04/21/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

~~**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:~~

~~**BID TYPE:** (This only applies to CRFP)~~

~~Technical~~

~~Cost~~

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 06/22/2021 at 1:30pm EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until One (1) Year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 04/21/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

Airline Reporting Corporation License

International Air Transport Association (IATA) Certificate of Appointment

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000.00 per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacv/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

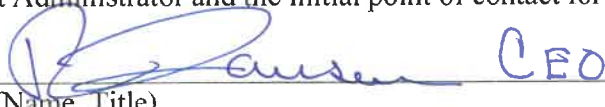
43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 04/21/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 CEO

(Name, Title)
Ted R. Lawson, President & CEO

(Printed Name and Title)
Suite 100 Chase Tower, 707 Virginia Street E., Charleston, WV 25301

(Address)
304 357.0801 / 304 343.5059


(Phone Number) / (Fax Number)
tedlawson@nationaltravel.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

National Travel Service, Inc.

(Company)
 CEO

(Authorized Signature) (Representative Name, Title)
Ted R. Lawson, President & CEO

(Printed Name and Title of Authorized Representative)
June 14, 2021

(Date)
304.357.0801 304.343.5059-fax

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ 0212 SWC210000017
Travel Management Services
(Travel21)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State Agencies and Political Subdivisions located in the State of West Virginia to establish a Statewide Open-End Contract for Travel Management Services.

The anticipated contract resulting from this RFQ will replace the TRAVEL18 contract that will expire 06/30/2021. The TRAVEL18 Contract can be viewed on the Purchasing Division's website at: <http://www.state.wv.us/admin/purchase/swc/TRAVEL.htm>

Summary of TRAVEL18 contract spend utilizing fiscal year 2018 thru 2021.

Travel Service	Dollars
Airline	\$4,060,077.23
Lodging	333,513.32*
Rail	\$179.00
Car Rental	\$140,472.94*

- These are transactional spend amounts for the TRAVEL18 contact as reported by the contact holder, National Travel Services.
- *Travelers are not mandated to book cars and hotels with National Travel.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 “Common Carrier”** for this RFQ means the transporting of persons by air and ground by a company or corporation in the business of transporting goods or people for hire as a public service.
- 2.3 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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- 2.5 “**RFQ**” means Request for Quotation and refers to the solicitation and all documents contained herein.
- 2.6 “**24/7/365**” means 24 hours per day, 7 days per week, 365 days per year.
- 2.7 “**Traveler**” means any employee of a West Virginia State Agency or Political Subdivision traveling for business purposes. All Personal and/or Non-Business travel is prohibited under this agreement.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 VENDOR QUALIFICATIONS AND EXPERIENCE:

- 3.1.1.1** Vendor must have a minimum of five (5) years’ experience as a full-service, licensed Airline Reporting Corporation (ARC) and International Air Transport Association (IATA).

3.1.1.1.1 Should provide ARC & IATA proof with bid, will be required prior to award.

3.1.1.1.2 Vendor must have previously provided a minimum of twenty (20) million dollars in gross annual air volume sales (per year) to corporate and/or government entities for calendar years: 2017, 2018, and 2019.

3.1.1.1.2.1 Data for each year should be provided with bid and will be required prior to award.

3.1.1.2 Dun & Bradstreet Viability Score Rating or Equal:

3.1.1.2.1 Vendor must have a maximum D&B Viability Rating Score of four (4) or equivalent maximum Out of Business rating of five (5.0%) percent.(See **Exhibit_C “D&B Viability Rating Quick Guide”** for more information).

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3.1.1.2.2 Vendor should submit their D&B Viability Score (or equivalent) with their bid. Score will be required prior to award.

3.1.2 CUSTOMER SUPPORT:

3.1.2.1 Vendor must provide domestic and international Travel Management Services (via a common carrier) with a toll-free telephone number to assist travelers with reservations, answering questions, or assistance with travel problems needing resolved.

3.1.2.1.1 In-Office staffing hours of operation shall include but not limited to Monday through Friday (excluding legal holidays), 8:00am through 5:00pm Eastern Time.

3.1.2.1.1.1 A toll-free number must be provided for each office location servicing this contract.

3.1.2.1.1.2 Vendor should complete **Exhibit_B List of Office Locations** to identify all locations the vendor will utilize in providing Travel Management Services to the State.

3.1.2.1.2 After office hours travel management services must be available to travelers 24/7/365 via a toll-free telephone number at no extra charge for after hour services.

3.1.2.1.3 Vendor shall provide an emergency phone number in the event the toll-free line is out of service due to an unforeseen event.

3.1.2.1.4 The customer toll-free number and an emergency number should be provided in the bid response on **Exhibit_B**. Must be provided prior to contract award.

3.1.2.1.5 Vendor shall not subcontract or outsource to a third-party any Travel Management Services or customer support services required under this RFQ and resulting contract to ensure that a traveler using this contract will be assisted by an employee of the vendor.

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Travel Management Services
(Travel21)

3.1.2.1.6 Vendor should dedicate for this contract a fully trained staff capable of providing assistance in all phases of Travel Management Services required under this RFQ and solve travel related problems as they arise.

3.1.3 BOOKING TOOL:

3.1.3.1 Vendor must provide an On-Line Booking Tool at no additional charge to the State.

3.1.3.1.1 Must be integrated and fully operational within forty-five (45) calendar days of contract start date.

3.1.3.2 Vendor must maintain any contract with the booking tool agent and pay any transaction fees required in the implementation, maintenance and continual operation of the booking tool for the life of this agreement.

3.1.3.2.1 The booking tool must have the ability to save flight research without making a reservation to allow for the traveler to secure any necessary approvals pre-trip.

3.1.3.2.2 The booking tool must create a computerized personal profile based on the traveler's user ID.

3.1.3.2.2.1 The personal profile must store the traveler's important information including passport numbers and expiration dates, visa information, and Known Traveler Id number to expedite clearance through TSA Security when available.

3.1.3.2.2.2 The booking tool should also be capable of notifying the traveler six (6) months prior to the expiration of a passport or visa.

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Travel Management Services
(Travel21)

3.1.4 ACCOMODATION and TRAVEL:

3.1.4.1 The vendor is required to book air and ground transportation, hotel and/or motel rooms for the State's business travelers according to the WV State Travel Policy and any existing State contracts or agreements (i.e. AIRFARE21 & CRENTAL20) in place at the time of the travel request.

The State Travel Policy can be viewed and downloaded at:
<http://www.state.wv.us/admin/purchase/travel/policy.html>

The Statewide Contract listing can be viewed at:
<http://www.state.wv.us/admin/purchase/swc/default.html>

3.1.4.1.1 The traveler shall be provided an itinerary to confirm arrival and departure dates, mode of travel (air, rail, or rental car), and the name of the hotel and room rate.

3.1.4.1.2 The vendor shall obtain the lowest fare possible which meets the traveler's agenda for the mode of travel preferred, the accommodations, and any in-city ground transportations.

3.1.4.1.2.1 Vendor should advise traveler of the availability of different flight options which may produce lower fare flights +/- three (3) hours of the requested departure time that produce lower fares and flights that are available with one-stop in lieu of more expensive non-stop flights.

3.1.4.1.2.2 Vendor must accept airline reservations for a minimum of 180 days in advance of departure date.

3.1.4.1.2.2.1 Vendor shall monitor reservations made in advance of departure for new fares that may incur additional savings and notify the traveler of the new fare and savings.

3.1.4.2 The vendor must provide State travelers' the Lowest Logical Available Airfare (LLAA) at the time the reservation is placed.

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(Travel21)

3.1.4.2.1 In the event a reservation is not issued at the LLAA at the time the reservation is placed, the vendor will be required to refund the difference in the fare.

3.1.4.2.2 If LLAA is sold out, the vendor will wait-list the class of service and advise the traveler of the same.

3.1.4.2.2.1 Upon clearance of the lower airfare, the vendor will advise the traveler of the fare difference and ticketing requirements.

3.1.4.3 If any flight is cancelled within the legal time frames specified by the air carrier, the vendor is responsible to inform any traveler of any penalty that may be incurred due to change or cancellation of special fares.

3.1.4.3.1 The notification should be communicated prior to ticketing and restated on the traveler's itinerary.

3.1.4.4 Security Issue Awareness:

3.1.4.4.1 Vendor must inform traveler(s) as to the areas of the world where travel may be unsafe due to but not limited to the following:

3.1.4.4.1.1 Health risks,

3.1.4.4.1.2 Political risks,

3.1.4.4.1.3 Cultural risks,

3.1.4.4.1.4 Natural disasters,

3.1.4.4.1.5 Potential theft or harassment.

3.1.4.4.2 Vendor must inform traveler(s) of specific carriers that should be avoided as advised by the State Department.

3.1.5 SYSTEM INTEGRATION:

3.1.5.1 The vendor must provide access to the reservation system (Apollo, Sabre, etc.) to the Travel Management Office (the Travel Management Office randomly checks reservations for accuracy and compliance with travel regulations) as well as the

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management information reports normally supplied to a corporate client with ad hoc reports upon request with reasonable notice.

3.1.5.2 The vendor must use a booking tool that integrates with the State of West Virginia's current Travel Expense Reporting system wvOASIS for the purpose of creating a Travel Authorization Document requiring approval of that document prior to allowing purchase of air, hotel, or car itineraries.

3.1.5.2.1 Any integration fees to implement and maintain operation of the booking tool shall be paid by the awarded vendor.

3.1.5.2.2 Booking Toll must be integrated and fully operational within forty-five (45) calendar days after contract start date.

3.1.6 BILLING:

3.1.6.1 The vendor shall bill at time of sale.

3.1.6.2 Billing must be in accordance with the terms and conditions established herein. Travel card or personal charge card will be accepted.

3.1.7 FEES:

3.1.7.1 Fees will be based off air carrier transactions only and will not be permitted for hotel and/or rental car only transactions.

3.1.7.2 The transaction fee shall only be charged at the time of the ticketing of an airline reservation or when a reservation is confirmed with a confirmation number.

3.1.7.2.1 A transaction fee shall not be charged regardless of the number of changes made to an itinerary prior to the airline ticket issued.

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3.1.7.3 For reservations with multiple travel suppliers such as airline, hotel, and car rental, there shall be only a single fee for one reservation trip.

3.1.8 TICKETS:

3.1.8.1 E-Ticket's shall be provided by the vendor to the traveler when applicable.

3.1.8.1.1 The State will not pay for paper tickets for domestic or international travel.

3.1.8.2 Vendor shall monitor and validate the usage of E-Tickets.

3.1.8.2.1 Unused E-Tickets shall be reissued or refunded.

3.1.8.2.1.1 In the event a refund is not available, or the ticket issued at a nonrefundable fare, the vendor shall provide a credit equal to the refund amount to the traveler for future travel by the same traveler and same airline upon a new reservation being placed.

3.1.8.3 Vendor must be capable of dispatching airline tickets to any area of the world either through the Vendor's own network of offices, airport ticket counters, or E-Tickets.

3.1.8.4 Vendor must utilize special savings programs and services when available for airline reservations which include but not limited to the following:

3.1.8.4.1 Bulk ticket purchases,

3.1.8.4.2 Promotional coupons,

3.1.8.4.3 Consolidator tickets,

3.1.8.4.4 Frequent flyer mileage,

3.1.8.4.5 Airline two-for-one promotional fares.

3.1.8.5 Vendor must provide physically impaired travelers with necessary and reasonable accommodations to include but not limited to the following:

3.1.8.5.1 Airline Seating,

3.1.8.5.2 In-terminal transfers,

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- 3.1.8.5.3 Ground transportation,
- 3.1.8.5.4 ADA lodging.

3.1.9 ITINERARY:

- 3.1.9.1 Upon issuance of an E-Ticket, an itinerary must be provided to the traveler (fax or email) of all confirmed arrangements. The itinerary must include at a minimum the following:
 - 3.1.9.1.1 Traveler name,
 - 3.1.9.1.2 Agent Name, Address, and 24-hour toll free phone number,
 - 3.1.9.1.3 Carrier name(s) with flight numbers (departing and returning),
 - 3.1.9.1.4 Arrival and departure dates and times,
 - 3.1.9.1.5 Seat assignment,
 - 3.1.9.1.6 Meal service (if applicable),
 - 3.1.9.1.7 Ground transportation confirmation number (if applicable),
 - 3.1.9.1.7.1 name and telephone number, pickup-return dates,
 - 3.1.9.1.8 Hotel/Motel reservation and confirmation number (if applicable),
 - 3.1.9.1.8.1 Name and telephone number, check-in time,
 - 3.1.9.1.9 The lowest fare available (or reason lowest fare not utilized),
 - 3.1.9.1.10 Standard rate versus the traveler's actual rate and savings (if any),
 - 3.1.9.1.11 Statement and copy of the traveler receipt for all charges associated with the transportation ticket and description of the fees assessed.
- 3.1.9.2 **Itinerary Changes:**
 - 3.1.9.2.1 Vendor must promptly confirm requested changes and provide revised itineraries.
 - 3.1.9.2.2 Vendor must advise traveler of any penalties associated with requested travel changes.

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3.1.10 DOCUMENT SERVICES:

3.1.10.1 Vendor must provide Passport and Visa Services:

3.1.10.1.1 Vendor shall provide complete Passport & Visa services to international State travelers from application to delivery.

3.1.10.1.2 Vendor must provide all appropriate visa applications and forms to the international traveler.

3.1.10.1.3 Vendor must provide any required letters to embassies and consulate for visas and arrange for passport and visa pick-up and delivery to the traveler.

3.1.10.1.4 Traveler will be responsible for fees from any expediting agency or consular fees imposed by the issuing country.

3.1.10.1.4.1 Traveler will pay these fees to the to the charging entity directly and separate from this agreement.

3.1.11 TRAINING & CONSUTLTING SERVICES:

3.1.11.1 Vendor shall provide a maximum of two (2) training sessions to designated State agencies per year upon request at no charge to the State.

3.1.11.1.1 Training sessions should include at a minimum the following:

3.1.11.1.1.1 Guidelines and procedures for booking travel reservations directly with the vendor (on-line booking tool),

3.1.11.1.1.2 Travel Safety tips,

3.1.11.1.1.3 Traveler rights and laws,

3.1.11.1.1.4 Travel tips (domestic and international),

3.1.11.1.1.5 Troubleshooting.

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3.1.11.1.2 Consulting Services to offer advice or updates on travel trends, changes, safety, or problem correction at no charge to the State upon request.

3.1.12 RECORD RETENTION (Access & Confidentiality):

3.1.12.1 Vendor shall comply with all applicable Federal and State of West Virginia rules and regulation, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract.

3.1.12.2 Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at the Vendor's location during normal business hours upon written request by the agency within ten (10) calendar days after receipt of the request.

3.1.13 REPORTS:

3.1.13.1 The Vendor shall provide quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- 3.1.13.1.1** Ordering Entity;
- 3.1.13.1.2** Purchase order number;
- 3.1.13.1.3** Description;
- 3.1.13.1.4** Quantity;
- 3.1.13.1.5** Price.
- 3.1.13.1.6** Savings.

These reports will be provided in Excel format and sent via email to Mark.A.Atkins@wv.gov on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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3.1.14 LOBBYING CERTIFICATION:

3.1.14.1 By submitting a bid response, the vendor is acknowledging and certifying that no federally appropriated funds have been paid or will be paid by or on behalf of the company or employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

3.1.14.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

3.1.14.3 By submitting a bid response, the Vendor agrees that this language of certification shall be included in the award document for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was mand and entered into.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price Travel Management Services on all Contract Items. The Contract shall be awarded to the Vendor that provides all Contract Items meeting the required specifications for the lowest Overall Total Cost as shown on the Exhibit_A Pricing Page.

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- 4.2 Pricing Pages:** Vendor should complete the Exhibit_A Pricing Page by entering a Fee for each commodity line item. The Pricing Page is formatted to automatically calculate the Extended Price and Total Cost when the vendor enters the Fee in the shaded box. However, it is the Vendor's responsibility to ensure the calculations for their bid is correct before submitting. In the event of an error, the Unit Price (Fee) shall prevail. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor is also required to accept on-line orders through a secure internet Booking Tool via portal/website. Upon award of a contract, the vendor shall provide a brief description of how Agencies may utilize the on-line booking tool/ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within three (3) calendar days after orders are received. Vendor shall deliver emergency orders within one (1) calendar day after the emergency order is received. Vendor shall fill all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

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8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jill Sujansky
Telephone Number: 304.598.0160
Fax Number: 304.598.0163
Email Address: jillr@nationaltravel.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: National Travel Service, Inc.

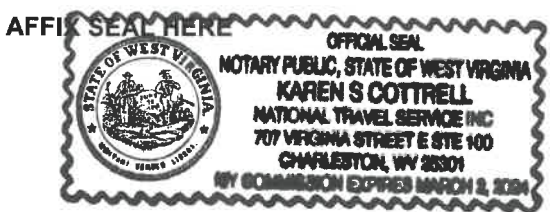
Authorized Signature: [Signature] Date: June 14, 2021

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14th day of June, 2021.

My Commission expires March 2, 2024



NOTARY PUBLIC [Signature]



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 893063			Reason for Modification:
Doc Description: Statewide Contract: Travel Management Services			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-08	2021-06-22 13:30	CRFQ 0212 SWC2100000017	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000203044

Vendor Name : National Travel Service, Inc.

Address : Suite 100 Chase Tower

Street : 707 Virginia Street E.

City : Charleston

State : WV **Country :** USA **Zip :** 25301

Principal Contact : Ted R. Lawson

Vendor Contact Phone: 304.357.0801 **Extension:** 231

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 55-0569384 **DATE** June 14 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of State Agencies and Political Subdivisions located in the State of West Virginia to establish a Statewide Open-End Contract for Travel Management Services, per the attached documents.

The anticipated contract resulting from this RFQ will replace the TRAVEL18 contract that will expire 06/30/2021. The TRAVEL18 Contract can be viewed on the Purchasing Division's website at: <http://www.state.wv.us/admin/purchase/swc/TRAVEL.htm>

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Travel Management Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
90121502			

Extended Description:

Note: Vendor shall complete the Exhibit_A Pricing Page for bid pricing and must attach with bid.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
See section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT:	2021-06-11

	Document Phase	Document Description	Page 3
SWC2100000017	Final	Statewide Contract: Travel Management Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Airlines Reporting Corporation

To Call Writer Direct:
(202) 626-8080

National Travel Svc. Inc
Ste. 416
Charleston Natl Plaza
Charleston WV 25301 2704

Date: 12-14-91

ACN: 51 63826 3

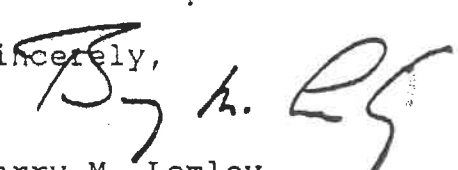
Dear Agent :

We trust that this letter will serve as a confirmation that your application for ATC/Airline Reporting Corporation accreditation was approved effective March 1 1965 and is on the the Official ARC Agency List.

Please note that this is an amended copy of the original approval letter and will be accepted by any airline carrier in the ARC program.

If you have any further questions please feel free to contact us.

Sincerely,


Barry M. Lemley
Director
Agency Accreditation Services

BML/cw

ARC

1709 New York Avenue, N.W.
Washington, D.C. 20006-5288
202-626-8000 Fax: 202-626-8029



Certificate of Accreditation

Presented to:

NATIONAL TRAVEL SERVICE INC.
100 CHASE TOWERS 707 VIRGINIA
STREET EAST
CHARLESTON, WEST VIRGINIA

This is to certify that the above Travel Agency has provided evidence of its commitment to the travel industry and has met the business standards as established by the International Airlines Travel Agent Network

A handwritten signature in black ink, appearing to read "B. A. Rivero", written over a horizontal line.

Humberto E. Rivero
Regional Director, The Americas



A handwritten signature in black ink, appearing to read "Giulia Collins", written over a horizontal line.

Giulia Collins
Assistant Director, IATAN Operations

Issue date: March 23, 2009

CreditBuilder™

NATIONAL TRAVEL SERVICE, INC. - Full Company View

Saved by Karen Cottrell | 06-14-2021

Report as of: 06-14-2021

NATIONAL TRAVEL SERVICE, INC.

Tradestyle(s): NATIONAL TRAVEL

ACTIVE **HEADQUARTERS**

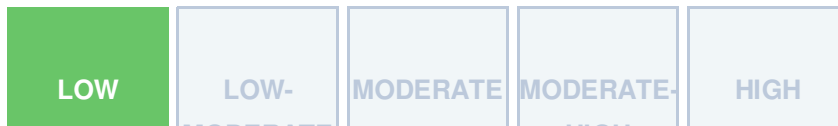
Address: 707 Virginia St E Chase Tower Ste 100, Charleston, WV, 25301, UNITED STATES

Alerts:

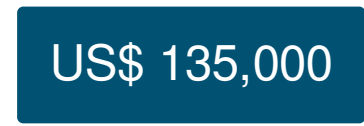
Risk Assessment

D&B Guidance

Overall Business Risk



Maximum Credit Recommendation



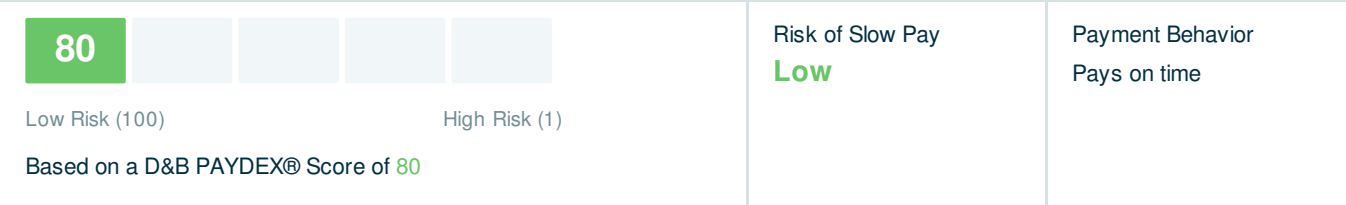
Dun & Bradstreet Thinks...

- Overall assessment of this company: **VERY STABLE CONDITION**
- Based on the perceived sustainability of this company: **STRONG LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

PAYDEX® Score

Based on 24 months of data



Business and Industry Trends



Understand My Score

Payment History

Total Last 24 Months: 26

[View All](#)

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/21	-	Cash account	50	0	0	1
05/21	-	-	50	50	0	Between 2 and 3 Months
05/21	-	Cash account	100	0	0	Between 2 and 3 Months
05/21	Pays Slow 30+	-	100	0	0	Between 2 and 3 Months
05/21	Pays Promptly	-	50	50	0	1

Keys

PAYDEX®	Payment Practices
100	Anticipate
90	Discount
80	Prompt
70	15 Days Beyond Terms
60	22 Days Beyond Terms
50	30 Days Beyond Terms
40	60 Days Beyond Terms
30	90 Days Beyond Terms
20	120 Days Beyond Terms
1-19	Over 120 Days Beyond Terms

UN

Unavailable

Delinquency Predictor Score

97

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of 97

Score

605 --

Class

1

Factors Affecting Your Score:

- Higher risk industry based on delinquency rates for this industry

Level of risk

Low

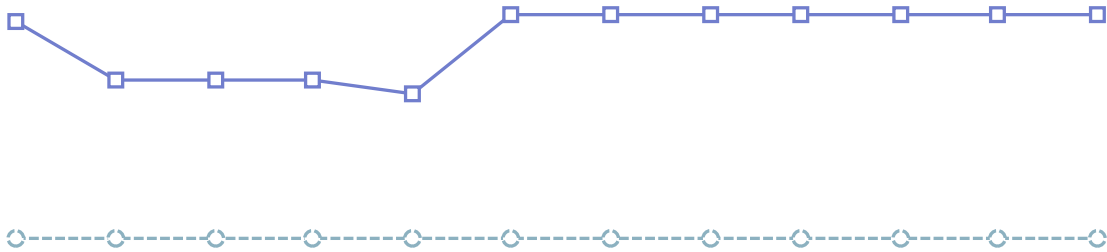
Probability of Delinquency

0.98%

Compared to Businesses in D&B Database

10.2%

Business and Industry Trends



Financial Stress Score

99

Low Risk (100)

High Risk (1)

Based on a D&B Financial Stress Percentile of 99

Score

1671 --

Class

1

Factors Affecting Your Score:

- Business does not own facilities
- Higher risk legal structure

Level of risk

Low

Probability of Failure

0.02%

Average Probability of Failure for Businesses in D&B Database

0.48%

Business and Industry Trends



Supplier Evaluation Risk Rating

Based on 24 months of data



Low Risk (1)

High Risk (9)

Factors Affecting Your Score:

- Business belongs to an industry with above average risk of ceasing operations or becoming inactive

Business and Industry Trends



D&B Rating

Current Rating as of 10-15-2020

Previous Rating

Financial Strength

3A : US\$1,000,000 to US\$9,999,999 in Net Worth or Equity

Risk Indicator

2 : Low Risk

Risk Indicator

1 :

Very Low Risk

D&B Viability Rating

Portfolio Comparison Score Low Risk (1) High Risk (9)		Level of risk Low	Rating Confidence Level Robust Predictions	
Probability of becoming no longer viable 0.1%	Percentage of businesses ranked with this score 23%	Average probability of becoming no longer viable 0.6%		
Viability Score Low Risk(1) High Risk (9)		Level of risk Low		
Probability of becoming no longer viable 0.2%	Percentage of businesses ranked with this score 14%			
Average probability of becoming no longer viable 0.3%				
Data Depth Indicator Predictive (A) Descriptive (G)		<ul style="list-style-type: none"> Rich Firmographics Extensive Commercial Trading Activity Comprehensive Financial Attributes 		
Company Profile		Compared to ALL US Businesses within the D&B Database:		
	Financial Data	Trade Payments	Company Size	Years in Business
	Available	Available	Large	Established
		<ul style="list-style-type: none"> Financial Data : Available Trade Payments : Available: 3+Trade Company Size : Large: Employees:50+ or Sales: \$500K+ Years in Business : Established: 5+ 		

Trade Payments

Trade Payments Summary	
Overall Payment Behavior 0 Pays on time	% of Trade Within Terms 96% Highest Past Due

US\$ 0

Highest Now Owing:

US\$ 15,000

Total Trade Experiences:

26

Largest High Credit:
US\$ 15,000Average High Credit:
US\$ 2,784**Total Unfavorable Comments :**

0

Largest High Credit:
US\$ 0**Total Placed in Collections:**

0

Largest High Credit:
US\$ 0**Trade Payments By Credit Extended**

Range of Credit Extended (US\$)	Number of Payment Experiences	% Within Terms
OVER 100,000	0	0
50,000 - 100,000	0	0
15,000 - 49,999	1	100
5,000 - 14,999	4	100
1,000 - 4,999	1	100
UNDER 1,000	13	97

Trade Payments By Industry

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼ 27 - Printing, Publishing and Allied Industries	1	50	
2741 - Misc publishing	1	50	100
▼ 35 - Industrial and Commercial Machinery and Computer Equipment	2	500	
3579 - Mfg misc office eqpt	2	500	100
▼ 45 - Transportation by Air	2	250	
4513 - Air courier service	2	250	100
▼ 48 - Communications	6	15,000	

4813 - Telephone communictns	6	15,000	100
▼ 59 - Miscellaneous Retail	2	2,500	
5943 - Ret stationery	1	2,500	100
5961 - Ret mail-order house	1	100	100
▼ 60 - Depository Institutions	1	100	
6021 - Natnl commercial bank	1	100	100
▼ 73 - Business Services	4	500	
7311 - Advertising agency	1	500	100
7389 - Misc business service	3	100	100
▼ 87 - Engineering Accounting Research Management and Related Services	1	100	
8748 - Business consulting	1	100	0

Trade Lines

Dispute Payments

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/21	-	Cash account	50	0	0	1
05/21	-	-	50	50	0	Between 2 and 3 Months
05/21	-	Cash account	100	0	0	Between 2 and 3 Months
05/21	Pays Slow 30+	-	100	0	0	Between 2 and 3 Months
05/21	Pays Promptly	-	50	50	0	1
05/21	Pays Promptly	-	100	100	0	1
05/21	Pays Promptly	-	250	0	0	Between 2 and 3 Months
05/21	Pays Promptly	-	250	0	0	1
05/21	Pays Promptly	-	500	0	0	Between 4 and 5 Months

05/21	Pays Promptly	-	500	100	0	1
05/21	Pays Promptly	-	7,500	750	0	1
05/21	Pays Promptly	-	7,500	5,000	0	1
05/21	Pays Promptly	-	7,500	7,500	0	1
05/21	Pays Promptly	-	10,000	1,000	0	1
05/21	Pays Promptly	-	15,000	15,000	0	1
05/21	Pays Promptly	-	-	100	0	1
05/21	Pays Promptly	-	-	500	0	1
04/21	Pays Promptly	-	2,500	750	0	1
02/21	Pays Promptly	-	100	0	0	1
02/21	Pays Promptly	-	250	250	0	1
01/21	Pays Promptly	N30	100	0	0	Between 6 and 12 Months
04/20	-	Cash account	50	-	-	1
01/20	Pays Promptly	-	100	0	0	Between 6 and 12 Months
11/19	-	Cash account	0	0	0	Between 6 and 12 Months
11/19	-	Cash account	50	-	-	1
06/19	-	Cash account	50	-	-	1

Legal Events

Judgments	Liens	Suits	UCC Filings
0	0	0	0
Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: -

Special Events

12-15-2020

NATIONAL TRAVEL SERVICE, INC. was reported by the SBA as a recipient of a loan for \$788,877 from JPMorgan Chase Bank, National Association on 04/16/2020 under the Paycheck Protection Program as authorized under the CARES Act of 2020.

10-12-2020

A Rating change has occurred on this company.

07-27-2020

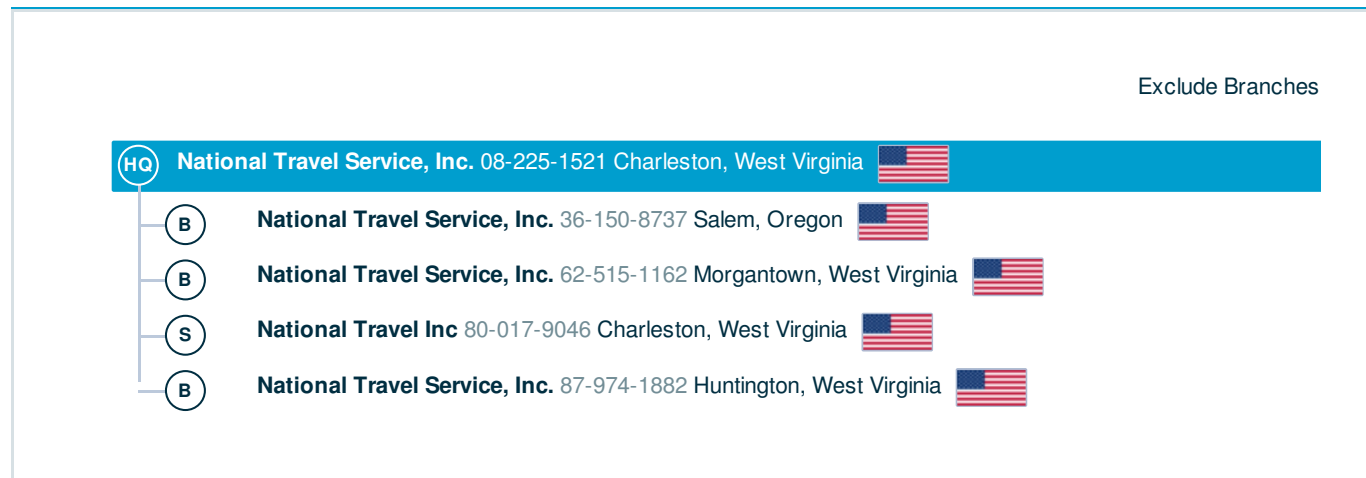
On July 6, 2020, the SBA announced that this business was approved for a loan between \$350K - \$1M from JPMorgan Chase Bank, National Association through the SBA's Paycheck Protection Program, as part of the CARES Act, in response to the COVID-19 pandemic. The amount of the actual loan may vary from the approved amount.

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Ownership

Family Tree

Members in the Tree	Subsidiaries of this Company	Branches of this Company
5	1	3



Company Profile

Company Overview		
D-U-N-S 08-225-1521	Mailing Address United States	Annual Sales US\$ 7,556,181
Business Form Corporation (US)	Telephone (304) 357-0801	Employees 70 (50 here)
Date Incorporated December 9, 1976		Age (Year Started) 44 years (1977)

State of Incorporation

West Virginia

Named Principal

TED LAWSON, PRES

Ownership

Not publicly traded

Line of Business

Travel agency

Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 06-10-2021
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name NATIONAL TRAVEL SERVICE, INC.**Corporation Type** Corporation (US)**Business Commenced On** 1977**State of Incorporation** WEST VIRGINIA**Date Incorporated** 12-09-1976**Registration ID** 20590**Registration Status** ACTIVE**Filing Date** 12-09-1976**Where Filed** CORPORATIONS DIVISION**Registered Agent****Name** TEDDY R. LAWSON**Address** 707 VIRGINIA ST. EAST STE 100, CHARLESTON, WV, 253010000**Registered Principal****Name** TEDDY R LAWSON**Title** President**Address** 707 VIRGINIA ST STE 100, CHARLESTON, WV, 253010000**Name** BEVERLY A. HOSKINS**Title** Secretary**Address** 707 VIRGNIIA ST STE 100, CHARLESTON, WV, 253010000**Principals**

Officers

TED R LAWSON, PRES
KAREN COTTRELL, V PRES FINANCE

Directors

DIRECTOR(S): THE OFFICER(S)

Company Events

The following information was reported on: 12-15-2020

The West Virginia Secretary of State's business registrations file showed that National Travel Service, Inc was registered as a corporation on December 9, 1976.

Business started 1977 by Ted Lawson. 100% of capital stock is owned by the officers.

TED R LAWSON born 1943. 1977-present active here.

KAREN COTTRELL. Antecedents are unknown.

Business Activities And Employees

The following information was reported on: 12-15-2020

Business Information

Trade Names NATIONAL TRAVEL

Description Operates a travel agency, specialized as a tourist agency (100%).
Terms are Net 30 days. Sells to general public, federal, state government agencies and commercial concerns. Territory : United States.

Employees 70 which includes officer(s) and 5-6 part-time. 50 employed here.

Financing Status Unsecured

Financial Condition Strong

Seasonality Nonseasonal.

SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
4724	Travel agency	-
47249901	Tourist agency arranging transport, lodging and car rental	-

NAICS Codes

NAICS Description

561510

Travel Agencies

Government Activity

[Dispute Government Activity](#)

Activity Summary

Borrower(Dir/Guar) No

Administrative Debt No

Contractor No

Grantee No

Party excluded from federal program(s) No

Possible candidate for socio-economic program consideration

8(A) Firm Yes

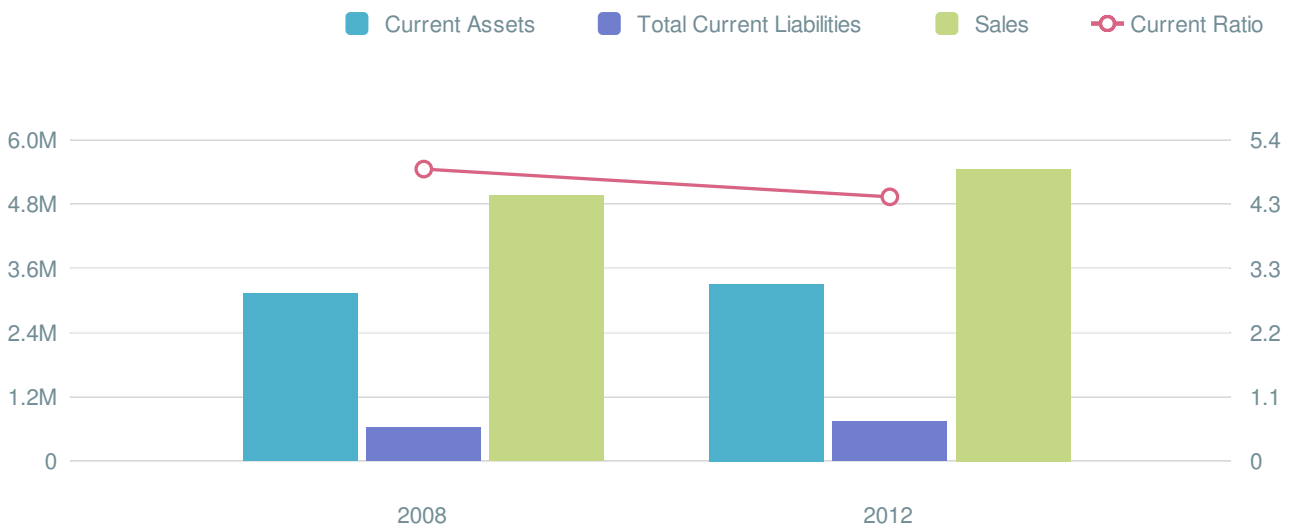
Labor Surplus Area Yes

Small Business Yes (2021)

Source: D&B | Currency: All figures shown in USD unless otherwise stated

Financials









Financial Statement Comparison



Fiscal Individual
Dec 2012

Fiscal Individual
Dec 2008

Last 2 Years

Current Assets	3,300,038	3,118,514	
Total Current Liabilities	739,065	631,573	
Tangible Net Worth	2,913,505	2,564,471	
Sales	5,443,811	4,944,718	
Net Income	207,019	120,125	
Current Ratio	4	5	
Working Capital	2,560,973	2,486,941	
Other Assets	356,387	77,530	
Long Term Liabilities	0	0	

Statement Information

Profit And Loss Information

From DEC 31 2018 to DEC 29 2019 annual sales \$7,556,181; gross profit \$7,556,181; operating expenses \$6,721,443. Operating income \$834,738; net income before taxes \$834,738; Federal income tax \$182,445; net income \$652,293.

Source Information Prepared from statement(s) by Accountant: Herman Cormany, Charleston, WV.

Key Business Ratios

Statement date

12-29-2019

Based on Number of Establishments

11

	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return on Sales	8.6	6.4	2
Return On Assets	10.7	6.4	2

Return on Net Worth	12.4	13.3	3
Short Term Solvency			
Quick Ratio	6.8	1.2	1
Current Ratio	6.9	1.3	1
Current Liabilities Over Net Worth	15.3	59.1	4
Current Liabilities to Inventory	-	999.9	-
Efficiency			
Collection Period	6.4	32.5	4
Sales to Inventory	-	67.6	-
Sales Over Net Working Capital	1.6	12.1	4
Accounts Payable to Sales	5.7	0.7	1
Assets Over Sales	80.5	45.1	1
Utilization			
Total Liabilities Over Net Worth	15.3	149.3	4

Inquiries

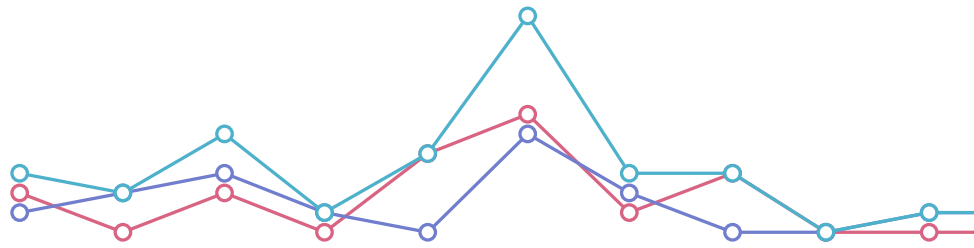
Inquiries-Summary - 12 Month	
Total number of Inquiries	Unique Customers
34	13

Inquiries-Summary		
<p>Over the past 12 months ending 6-2021, 34 individual requests for information on your company were received. The 34 inquiries were made by 13 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 17, or 50 % came from the Services; 7, or 20 % came from the Finance, Insurance and Real Estate; 6, or 17 % came from the Public Administration; 4, or 11 % came from the Manufacturing;</p>		
SIC/Sector		
Type		
Date		
SERV - Services		
- Testing laboratories	D&B Risk Solution	2021-05-26

- Business services, nec	D&B Risk Solution	2021-04-02
- Business services, nec	Sales & Marketing Solution	2021-02-28
- Business services, nec	Corporate Linkage Request	2021-02-24
- Business services, nec	Corporate Linkage Request	2021-02-23
- Business services, nec	D&B Risk Solution	2020-12-30
- Business services, nec	D&B Risk Solution	2020-12-30
- Business services, nec	D&B Risk Solution	2020-12-30
- Business services, nec	D&B Risk Solution	2020-12-30
- Business services, nec	Sales & Marketing Solution	2020-12-24
- Commercial nonphysical research	Sales & Marketing Solution	2020-12-06
- Commercial nonphysical research	D&B Risk Solution	2020-12-06
- Business services, nec	Corporate Linkage Request	2020-11-22
- Business services, nec	Corporate Linkage Request	2020-11-13
- Business services, nec	Corporate Linkage Request	2020-11-01
- Business services, nec	D&B Risk Solution	2020-09-02
- Business services, nec	D&B Risk Solution	2020-08-14
MANUF - Manufacturing		
- Office machines, nec	D&B Risk Solution	2020-09-16
- Office machines, nec	D&B Risk Solution	2020-09-16
- Office machines, nec	Sales & Marketing Solution	2020-09-16
- Office machines, nec	Sales & Marketing Solution	2020-09-16
PUBADMIN - Public Administration		
- General government, nec	Sales & Marketing Solution	2021-01-14
- General government, nec	D&B Risk Solution	2021-01-06
- General government, nec	D&B Risk Solution	2021-01-06
- General government, nec	D&B Risk Solution	2020-08-25
- General government, nec	Corporate Linkage Request	2020-07-06
- General government, nec	Sales & Marketing Solution	2020-07-06
FIR - Finance, Insurance and Real Estate		
- Surety insurance	Sales & Marketing Solution	2020-12-28
- Surety insurance	Sales & Marketing Solution	2020-12-28
- Surety insurance	Sales & Marketing Solution	2020-12-28
- Surety insurance	Sales & Marketing Solution	2020-12-28
- Fire, marine, and casualty insurance	Sales & Marketing Solution	2020-11-18
- National commercial banks	D&B Risk Solution	2020-10-26
- Commercial banks, nec	D&B Risk Solution	2020-07-08

Inquiries Trends - 12 Month

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Top-Five-Inquiries

By SIC Sector

Services	17
Finance, Insurance and Real Estate	7
Public Administration	6
Manufacturing	4

By Report Type

D&B Risk Solution	16
Sales & Marketing Solution	12
Corporate Linkage Request	6

All-Inquiries

Industry	Total Inquiries	Last 30 Days	Last 90 Days	Last 180 Days	Last 365 Days
Manufacturing	4	0	0	0	4
Finance, Insurance and Real Estate	7	0	0	4	7
Services	17	1	2	10	17
Public Administration	6	0	0	3	6

Peers Inquiries

Please [add a peer](#) from peers page to start the comparison.

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