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Header @ 12

[List View](#)

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

Procurement Folder: 1713817

Procurement Type: Statewide MA (Open End)

Vendor ID: VS0000049269

Legal Name: BYZTRAV CONSULTANTS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/10/2025

Response Time: 14:39

Responded By User ID: Byztrav01

First Name: Candi

Last Name: Ross

Email: hq@byztrav.com

Phone: 6173049426

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2500000007

Published Date: 6/11/25

Close Date: 6/17/25

Close Time: 13:30

Status: Closed

Solicitation Description: Statewide Contract: Travel Management Services

Total of Header Attachments: 12

Total of All Attachments: 12



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: 1713817		
Solicitation Description: Statewide Contract: Travel Management Services		
Proc Type: Statewide MA (Open End)		
Solicitation Closes	Solicitation Response	Version
2025-06-17 13:30	SR 0212 ESR06102500000007527	1

VENDOR
VS0000049269 BYZTRAV CONSULTANTS INC

Solicitation Number:	CRFQ 0212 SWC2500000007		
Total Bid:	0	Response Date: 2025-06-10	Response Time: 14:39:58
Comments:	Byztrav negotiates exclusive pricing for clients based on GDS, GSA, NDC, Federal, per-diem, distressed and hidden rack-rates. Additional discounting is not applicable as a result of this structure.		

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

Vendor Signature X	FEIN#	DATE
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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.

Byztrav Consultants Inc.

600 Main Road, Ste#65

Tiverton, RI 02878

Byztrav.com

Date: June 10, 2025

West Virginia - Department of Administration

Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

Attention: Mark A. Atkins - Procurement

Subject: Transmittal Letter - CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services

Dear Mark and Members of the RFQ Committee,

Byztrav Consultants Inc. is pleased to submit our proposal in response to RFQ for Statewide Travel Management Services. Our commitment to excellence, innovation, and client-centric solutions positions us as an ideal partner for the State of West Virginia (the State). We understand the critical nature of efficient travel management within government systems, and we are confident in our ability to deliver services that align seamlessly with your organizational goals.

[About Byztrav Consultants Inc.](#)

Rebranded in 2024, Byztrav builds upon over 20 years of expertise in corporate, government, and educational travel management. Our services are underpinned by cutting-edge technology, including the Sabre GDS platform, which ensures efficiency, compliance, and cost optimization. We have a proven track record of managing large-scale travel programs with precision and reliability.

[Acknowledgement of addenda and questions](#)

Byztrav Consultants Inc. acknowledges receipt of all addenda and written questions, answers, and clarifications issued by the State of West Virginia regarding this RFQ. As of the date of this letter, there is only the Federal Funds Addendum {2 C.F.R. §§ 200.317 – 200.327} received.

[Validity of proposal](#)

We confirm that our proposal shall remain valid for the time period stipulated in the RFQ guidelines.

[Acceptance of financial responsibility for oral presentations and interviews](#)

Byztrav Consultants Inc. agrees to accept financial responsibility for all travel expenses incurred for oral presentations or interviews, should they be required.

[Deviations or exceptions to the RFQ requirements](#)

We have carefully reviewed the RFQ requirements. At this time, we have no deviations or exceptions to report. If any arise during negotiations, they will be addressed individually with detailed justifications.

[Confidential information](#)

Byztrav Consultants Inc. recognizes and fully adheres to the guidelines outlined for PROTECTED INFORMATION; regarding the identification and handling of proprietary or confidential information.

Exemptions to Terms & Conditions

Byztrav Consultants Inc. has reviewed the terms and conditions contained in the RFQ and have no proposed exemptions at this time. We fully accept the conditions outlined by the State of West Virginia.

Proposal overview

Our response to this RFQ for Statewide Travel Management Services comprehensively addresses the State's needs for its students and faculty airfare, lodging, ground transportation, logistical support, policy compliance, and advanced reporting capabilities. Highlights of our proposal include:

- ✓ Customizable online booking tools (Emburse OBT): Integration with existing State systems, ensuring streamlined processes and user-friendly access.
- ✓ Robust data security: Compliance with PCI, FERPA, and HECVAT standards to safeguard the State's sensitive information.
- ✓ Dedicated support: A 24/7 duty-of-care program to provide real-time alerts, risk management, and traveler support.
- ✓ Assigned account managers: Two or more certified, experienced travel agents exclusively assigned to the State's travelers.
- ✓ Global travel product access and expertise: Comprehensive knowledge of international, intra-continental, and federal travel regulations.
- ✓ Customized communication and reporting: Through our Sabre GDS and Emburse expense management platforms, the State will have tailored traveler communication templates and detailed reporting.

Why Byztrav?

Prior to 2025, Byztrav Consultants Inc. operated without requiring contracted agreements. For the first time we are participating in RFQ/RFP proposals, and we are eager to share how we are more than only a service provider; we are positioned and experienced to become a strategic partner, committed to the successful travel experience of The State of West Virginia. Our solutions are tailored to your specific needs, ensuring cost efficiency, policy adherence, and a superior travel experience for all stakeholders. Enclosed, you will find a detailed proposal highlighting how our services align with the RFQ's requirements, recommendations, and scope of work. Additionally, we have outlined how our industry partnerships and specialized travel management expertise make us an ideal partner.

We appreciate the opportunity to collaborate with the State of West Virginia. Should you have any questions or require additional information, please do not hesitate to contact our Financial Controller, Candida Ross, at (617) 304-9426 or cross@Byztrav.com.

Sincerely,



Craig Hadley
President
Byztrav Consultants Inc.
www.Byztrav.com

ByzTrav Consultants Inc.

West Virginia - Department of Administration

CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services

Scope of Work / Specifications

This proposal addresses the State of West Virginia's requirements for comprehensive travel services, including all logistics and coordination necessary for travel arrangements, lodging, ground transportation, and on-ground logistical support. Byztrav will leverage its Sabre GDS and Emburse OBT platforms to secure bookings, ensure compliance with the State of West Virginia's travel policies, and streamline the booking, tracking, and reporting processes for the State's travel activities.

1. Company profile

a. Founding

Byztrav Consultants Inc. rebranded and began operations in 2024. Our team has over 20 years of experience in corporate travel management, specializing in large-scale, government, educational, and non-profit travel. This extensive expertise includes high-volume booking, comprehensive support services, and optimized travel solutions tailored to organizational objectives.

b. Vision and Mission statements

- Vision: Byztrav envisions seamless, efficient, and impactful travel experiences, aiming to be a top-tier partner in corporate and organizational travel solutions.
- Mission: To provide tailored, efficient, and cost-effective travel solutions that prioritize client needs, leveraging sustainable practices and innovative technology.

c. Products and services

- Airfare: Domestic, international, and multi-stop itineraries
- Accommodation: Hotels, motels, long-term stays, and group bookings
- Ground transportation: Car rentals, shuttles, and regional transportation
- Athletics, conference & events: Full management of team and event travel logistics

Compliance Note: Byztrav aligns its services with government regulations, NDC compliance and industry standards, ensuring that each product offering and service matches client needs and follows industry regulations.

d. Office locations and staff allocation

Offices in South Dakota, Florida, Texas, New York and Rhode Island, with remote support across the USA, ensure comprehensive national and international client service.

e. Organization chart

- **President: Craig Hadley**
- **Financial Controller: Candida Ross**
- Director of Marketing & AI
- Director of Risk Management
- Travel managers and travel advisors

f. Facilities and equipment

Operating on the Sabre GDS platform, we use industry-compliant equipment and systems for travel management, data security, and client interactions.

Compliance Note: Byztrav ensures that all facilities and equipment adhere to the required technological standards for operational and data security.

2. Scope of Work response

❖ General travel services with fulfillment through full-agent services

Byztrav will provide comprehensive travel services covering airfare, hotel, ground transportation, and rail services. These services are facilitated by experienced travel advisors using the Sabre GDS platform to ensure cost-effective, policy-compliant bookings. Byztrav will:

- Arrange domestic and international travel, ensuring compliance with the Fly America Act for federally funded trips.
- Secure discounted hotel rates aligned with the State's preferred programs.
- Coordinate ground transportation, including car rentals, shuttles, and ADA-compliant vehicles.
- Maintain traveler profiles to personalize services and streamline future bookings.

❖ Specialty travel services with fulfillment through full-agent services

Byztrav will cater to specialty travel needs, including VIP/frequent traveler support, extended stay arrangements, and secure travel services for law enforcement (if required). Key actions include:

- Providing a dedicated travel agent for VIP travelers to handle urgent or complex requests.
- Coordinating cost-effective long-term stays with ongoing support.

Byztrav will implement an Online Booking Tool (OBT) through our Emburse Preferred Travel portal, compatible with the State's travel authorization and approval workflow, ensuring streamlined and efficient booking processes. The rollout will include:

1. Integration and customization:
 - Aligning the OBT with the State's branding and policies.
 - Ensuring real-time updates and travel alerts.
2. Phased rollout:
 - A 30, 60, and 90-day implementation plan, including onboarding, system testing, and user training.
3. Training:
 - Conducting workshops and support sessions to familiarize users with the OBT.

❖ Data security that protects the confidentiality of the State's data

Byztrav is committed to maintaining robust data security standards, ensuring the State's information remains confidential and secure. Measures include:

- Full compliance with PCI standards to protect payment data.
- Utilization of encryption, access controls, and breach monitoring of sensitive information.
- Conducting quarterly security audits and staff training on data protection protocols.
- Maintaining certifications such as FERPA and HECVAT compliance audits.

❖ Duty of care program includes warnings/alerts for travelers

Byztrav will prioritize traveler safety through its duty of care program, offering real-time updates and alerts. This includes:

- Providing 24/7 communication support for travel disruptions, including weather, political unrest, or health concerns.
- Integrating risk management solutions to monitor travel and proactively alert travelers.
- Recommending risk mitigation strategies for the State's travelers.

❖ Exceptional customer service

Byztrav's customer support operates around the clock, ensuring timely and effective assistance. The approach includes:

- Offering multiple communication channels, including phone, email, and online chat.
- Providing real-time updates and immediate resolution of travel issues.

3. Travel firm representation and account management

Byztrav's strategic account management practices ensure efficient coordination and ongoing relationship management. Key features include:

- Assigning a dedicated account manager to liaise with the State's travel team.
- Conducting regular assessments of travel trends and spending analysis to identify cost-saving opportunities.
- Offering scalable solutions to accommodate increased travel volumes or new requirements.

4. Comprehensive reporting tool for travel details and summaries

Byztrav provides a robust reporting tool to meet the State's requirements for detailed and summary travel analytics. Features include:

- Monthly, quarterly, and annual reporting on traveler tracking, compliance analytics, and pre-trip approvals.
- Customized dashboards for the State to access real-time data and performance insights.

5. Adherence to The State of West Virginia' travel policy manual

Byztrav ensures full compliance with the State's travel policy manual by:

- Integrating the State's policies into its booking systems to ensure compliance during travel arrangements.
- Train staff to align all services with the State's specific travel guidelines, ensuring a seamless partnership.

6. Travel management services

A. Overview

Byztrav provides comprehensive travel planning for the State's travelers at both individual and group levels, covering air, hotels, rail, and car rentals.

- Air travel: Arrange domestic and international air travel at the most cost-effective rates, leveraging both GDS and non-GDS carriers. Verify international travel arrangements for compliance with the Fly America Act when federal funds are utilized.
- Hotel accommodations: Book hotels with negotiated discounts and ensure compliance with preferred hotel programs.

- Ground transportation: Coordinate car rentals, shuttle services, and other ground transportation needs.
- Rail services: Arrange domestic and international rail travel where applicable.

Compliance Note: Each travel service aligns with client policy requirements, ensuring that bookings comply with cost-efficiency mandates and are accessible to travelers with ADA and other regulatory requirements.

B. Traveler profile management

1. Develop and maintain detailed traveler profiles to provide personalized services.
2. Ensure accommodation for ADA requirements and compliance with relevant regulations.
3. Uphold data privacy and security standards as per applicable regulations.

Compliance Note: Byztrav maintains traveler profiles in secure systems with privacy controls that are compliant with ADA and data privacy standards, ensuring service personalization and regulatory adherence.

C. Policy compliance and monitoring

1. Establish procedures to ensure adherence to the State's travel policies.
2. Manage policy exceptions on a pre-trip and post-trip basis.
3. Generate reports on policy compliance and travel spending.

Compliance Note: Byztrav employs policy-based booking technology and monitoring systems that align with the State's travel policies, ensuring each booking reflects pre-established client compliance criteria.

D. Strategic account management

1. Dedicated account manager.
2. Maintain relationships with providers to secure optimal rates and services.
3. Recommend strategies for savings, increased compliance, and enhanced traveler experience.
4. Scalability: Capacity to accommodate increased travel volume or the State's requirements.

Compliance Note: Byztrav's account management practices include regular assessments and cost-optimization strategies that align with industry best practices for cost efficiency and policy compliance.

E. New distribution capability (NDC)

1. Implement NDC solutions to expand booking options and efficiency.
2. Define the roadmap for NDC deployment within the State's travel program.

Compliance Note: Byztrav's NDC implementation is consistent with industry standards for fare transparency, providing clients with optimized, real-time pricing and fare availability.

F. Quality control

1. Ensure accuracy and consistency in all travel bookings.
2. Maintain quality control throughout the travel experience.

Compliance Note: Byztrav follows rigorous quality control protocols in every booking to minimize errors, using industry-standard checks and technology to ensure booking integrity.

G. Client support

1. Offer 24/7 support via phone, email, online chat, or contact form.
2. Maintain effective communication with travelers for updates and alerts.
3. Provide updates on industry changes and system updates as needed.

Compliance Note: With around-the-clock availability, Byztrav ensures compliance with client expectations for support response times and communication standards.

H. Sustainability

1. Provide insights and recommendations for sustainable travel options, such as carbon offset programs and eco-friendly accommodations, supporting organizational sustainability goals.

Compliance Note: Byztrav's commitment to sustainability includes carbon tracking, offset programs, and regular reporting on eco-friendly travel practices.

7. Online booking tools (OBT)

1. ** Emburse Preferred/Elite partner
2. Provide user-friendly booking tools that integrate with the State's system.
3. Ensure customization of the OBT to meet the State's specific branding and needs.
4. Support mobile access for reservations, itineraries, and travel alerts.
5. Enable alerts for company messages and reminders.

Compliance Note: Byztrav's OBT solutions meet data security, accessibility, and mobile compatibility standards, ensuring full compliance with the State's technical requirements.

8. Special services

A. Extraditions

1. Qualified to handle Law Enforcement Office (LEO) travel requirements, including secure travel for extraditions. **Current government clients with similar requirements.

Compliance Note: Byztrav is compliant with LEO and TSA requirements, employing agents trained in secure travel protocols.

9. Extended stay support

1. Arrange long-term accommodation for extended stays.
2. Manage costs to align with budget requirements.
3. Provide ongoing support throughout long-term stays.

Compliance Note: Byztrav ensures compliance with budget guidelines and long-term travel requirements, offering cost-effective and reliable support solutions.

10. Frequent travelers/VIP services

1. Maintain comprehensive profiles for frequent travelers, including preferences and special requirements.
2. Offer 24/7 support for urgent travel needs and last-minute changes.
3. Assign dedicated travel agents to frequent travelers.

Compliance Note: Byztrav's frequent traveler support includes ADA accommodation, VIP booking privileges, and real-time, prioritized assistance.

12. Additional services

1. Loyalty programs management: Support and manage loyalty program benefits.
2. Unused tickets and refunds: Implement a system to manage unused tickets and handle refunds or rebooking.

Compliance Note: Byztrav follows protocols for unused ticket management, ensuring transparency and client cost recovery.

13. Data security and compliance

1. Ensure PCI compliance to protect cardholder data.
2. Apply robust data security measures, including encryption, access controls, and breach monitoring.

Compliance Note: Byztrav is fully PCI compliant, adhering to encryption standards, regular security audits, and secure data handling procedures.

14. Compliance & security

- FERPA: Certified.

Compliance Note: Byztrav's certifications reflect its commitment to maintaining industry-standard security and privacy protocols across all client engagements.

15. Reporting & data management

1. Monthly, quarterly, and annual reporting on pre-trip approvals, traveler tracking, and compliance analytics.

Compliance Note: Byztrav's reporting processes align with industry standards, ensuring transparency and accountability.

16. Implementation & change management

1. Phased rollout in 30, 60, and 90 days, including dedicated onboarding, profile migration, and live support.

Compliance Note: Byztrav's phased approach meets industry expectations for change management and implementation.

17. Schedule & timing

1. Project milestones, from onboarding to implementation, available on the State's e-bid portal.
-

18. Cost proposal

1. Available on separate cost model attachment.

APPENDIX

➤ **References**

(References will be provided separately.)

➤ **Business license**

Byztrav Consultants Inc. is licensed and in good standing in South Dakota, license ID# DB277840. A copy of the business license can be provided upon request.

➤ **Industry affiliations and accreditations**

- Airline Reporting Corporation (**ARC**)
 - **SAM.gov** verified and accredited vendor
 - Affiliate membership with the American Society of Travel Advisors (**ASTA**)
-

➤ **Certificate of Insurance**

Byztrav establishes customized insurance policies for each client to ensure comprehensive protection tailored to their unique needs through our Berkshire Hathaway Inc. umbrella policy.

(Certificates of insurance will be provided upon request.)

➤ **Clarification, exception, or deviation**

Byztrav Consultants Inc. has no clarifications, exceptions, or deviations from the requirements stated in this ITN.

➤ **Disclosure of judgments or litigation**

Byztrav Consultants Inc. confirms that there are no judgments, pending or expected litigation, or other financial reversals that could materially affect the viability of the company.

➤ **Five-year history of legal violations**

Byztrav Consultants Inc. confirms that there have been no accidents or violations of federal, state, or local laws in West Virginia (or any other state or territory over the last five years).

➤ **Qualifications**

Byztrav possesses the necessary licenses, permits, equipment, and facilities to execute the services outlined in this RFP to a high standard.

➤ **Financial statements**

a. Banking reference

- JP Morgan Chase Bank
- Bluevine Fintec / Coastal Community Bank

b. Credit rating

Byztrav Consultants Inc. maintains a strong credit rating through **Dun & Bradstreet**; DUNS# 132677747. This rating is available upon request.

➤ **Compliance & security**

Byztrav is committed to the highest standards of data protection and regulatory compliance. Our certifications include:

- HECVAT risk assessment: Byztrav holds a 90% compliance score on the Higher Education Community Vendor Assessment Toolkit (HECVAT), which demonstrates our rigorous approach to data security and risk management.
- HIPAA compliance: Certified for handling sensitive healthcare data securely and in compliance with HIPAA.
- FERPA compliance: Ensuring that educational data is treated with the utmost confidentiality, meeting all FERPA requirements.
- CompliAssure secured certification: Byztrav is certified by CompliAssure for our data handling and security measures, guaranteeing our clients' information is safe from unauthorized access.

➤ **Service strategy & technology**

- a. GDS system:** Byztrav utilizes the **Sabre GDS** for comprehensive management of domestic and international travel.
- b. Emburse OBT:** Byztrav utilized the Emburse online booking tool, its service platform and ancillary technology features for travel and expense management, tracking and reporting.

Submitted by:

Candida Ross

Financial Controller, Byztrav Consultants Inc.

Phone: (617) 304-9426

Email: cross@Byztrav.com

ByzTrav Consultants Inc.

West Virginia - Department of Administration

CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services

Cost Proposal

We are thrilled to share our cost proposal with the State of West Virginia (the State)! Byztrav Consultants Inc. is pleased to offer all our comprehensive travel booking and management services. This means the State will enjoy ByzTrav's full suite of white-glove services, exclusive vendor access, and advanced technology solutions - all without any additional booking charges. We look forward to bringing this added value to the State's travelers, travel experience!

Based on the Scope of Work specifications provided, here's a detailed cost proposal breakdown for the State's RFP, including an average trip cost, forecasted annual cost, and 5-year forecasted cost. On average, ByzTrav is confident it can save the State, 14-18% on travel annually, based on several factors including: seasonality, schedule, ancillary needs, destination and product exclusivity through ByzTrav's vendor network deals. The proposal includes costs for flights, hotels, rental cars, buses, tours, and other outlined elements. Additionally, Byztrav is dedicated to providing exceptional air charter services for the State's programs through partnerships with leading charter companies like Monarch Air Group and Glacier Aviation Services to ensure that your teams travel safely, comfortably, and efficiently.

Finally, our state-of-the-art OBT platform, ByzTrav offers the State a person-to-person, white-glove experience with a dedicated Travel Manager who ensures seamless, personalized travel planning and support – with no additional costs. The State has the option to utilize either the **per fee transaction option** outlined below or operate within a **\$25 flat-rate transaction fee** per traveler, per booking structure. Our network and partnerships unlock advanced technology, including an AI-driven travel request portal that streamlines booking and enhances user experience. ByzTrav's extensive client portfolio enables economies of scale, allowing us to deliver unique savings and services that exceed traditional agency offerings.

This document covers group travel, including ground transportation and accommodation.

1. Service fees

❖ Full-agent transactions

Service	Proposed Fee
Agent booked air ticketing - domestic	\$21.00
Agent booked air ticketing - international	\$25.00
Agent booked hotel ticketing	\$17.00
Agent booked train ticketing	\$17.00
Agent booked rental car ticketing	\$17.00

❖ Online booking tool (OBT) / Online transactions

Service	Proposed Fee
OBT booked air ticketing - domestic	\$5.00
OBT booked air ticketing - international	\$5.00
OBT booked hotel ticketing	\$5.00
OBT booked train ticketing	\$5.00
OBT booked rental car ticketing	\$5.00

❖ Other

Service	Proposed Fee
Express ticket - mail delivery	\$10.00
Passport and Visa assistance (per traveler) – per svc	\$15.00
After-hours emergency services – per call	\$15.00
Conference and meeting planning - per svc	\$50.00

❖ Specialty services

Service	Proposed Fee
Domestic group air travel – per ticket/person	\$10.00
Domestic group hotel travel – per ticket/ person	\$7.50
Domestic group car travel – per ticket/ person	\$7.50
International group air travel – per ticket/ person	\$15.00
International group hotel travel – per ticket/ person	\$10.00
International group car travel – per ticket/ person	\$10.00

Through our exclusive vendor relationships, the State benefits from private rates and deals unavailable on the public market. ByzTrav's technology, including an AI-driven travel request portal, streamlines bookings while keeping all transactions compliant with the State's policies.

2. Account management fees - ~~waived~~

Total Annual Net Travel Expenditures	Proposed Management Fee
\$1-\$999,999	1.5%
\$1,000,000-\$1,999,999	1.3%
\$2,000,000-\$2,999,999	1.1%
\$3,000,000-\$3,999,999	.9%
\$4,000,000-\$4,999,999	.7%
\$5,000,000+	.3%

3. Credit card acceptance

- ✓ Does Byztrav accept credit cards? **Yes**
- ✓ Does Byztrav charge a fee for the use of credit cards? **No**

4. Applicable startup costs - ~~waived~~

- Licensing, implementation, and training:
 - Licensing and implementation (one-time): ~~\$10,000~~
 - Training and systems configuration (one-time): ~~\$7,500~~
 - Ongoing support services (annually; 5-yr forecast): ~~\$5,000~~

This proposal provides the State with a clear breakdown of travel costs, licensing fees, and support services, giving a comprehensive financial view for both short-term and long-term budgeting needs. Adjustments to the forecasted costs can be made based on changes in travel frequency or participant numbers.

This proposal is submitted in response to the **State of West Virginia - CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services**. We appreciate the opportunity to work with the State and look forward to supporting your domestic and international travel program needs.

ByzTrav Consultants Inc.

West Virginia - Department of Administration

CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services

Schedule and Timing Framework for Implementation

Byztrav typically follows a standard 30/60/90-day phased launch plan, however, the following proposal details a comprehensive implementation framework, for our expedited 30-day launch schedule. With either model, there is governed logic and structure to ensure the seamless launch of Byztrav’s travel management services for the State of West Virginia. This approach outlines milestones, activities, and sample workflows for the State’s requirements. Additionally, Byztrav can provide ongoing customization schedules to accommodate urgent needs or future travel enhancements.

Expedited 30-day schedule outline

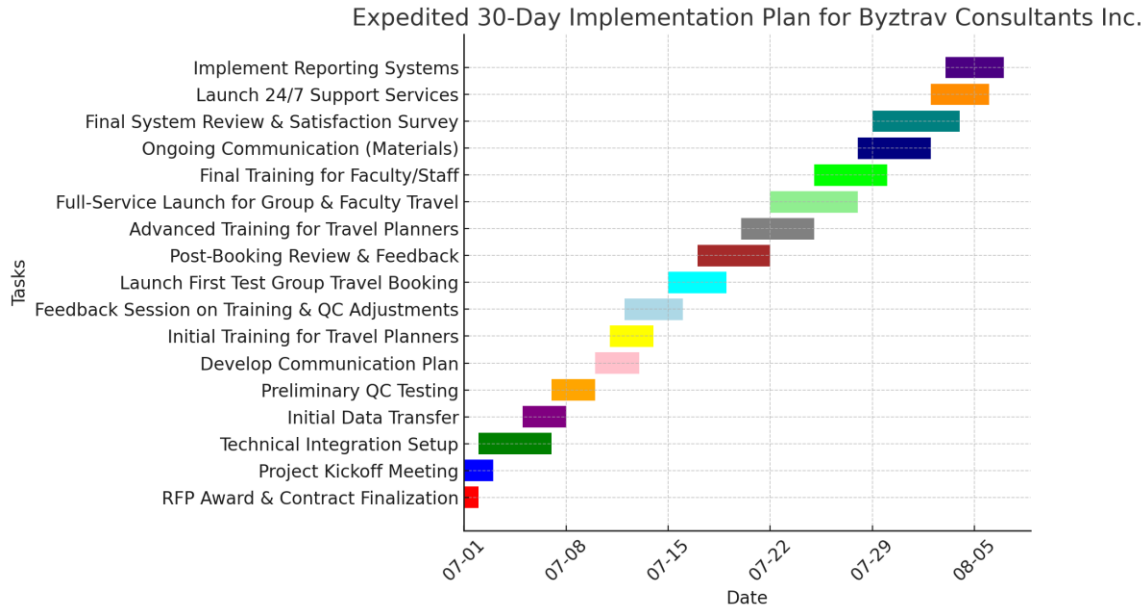
If requested by the State, Byztrav can execute an expedited 30-day implementation plan to fast-track system setup and training while maintaining operational quality. This timeline requires concurrent task execution and efficient communication with the State's travel coordinators to meet all critical requirements within one month.

<u>Day</u>	<u>Key Activities</u>	<u>Responsible Team</u>
1	RFQ award and contract finalization	the State's legal team, Byztrav legal
2-3	Project kickoff meeting with the State's travel coordinators and stakeholders	Byztrav account management team
3-4	Technical integration setup (GDS system, Sabre, etc.)	Byztrav IT, Sabre tech support
5-6	Initial data transfer (upload traveler profiles, duty of care integration)	Byztrav data management, IT team
7	Preliminary quality control (QC) testing of booking systems	Byztrav IT, the State's travel office
8-9	Develop communication plans (emails, materials, resources for the State's staff)	Byztrav marketing
9-10	Initial training for the State's travel planners (system usage, booking process)	Byztrav training team

<u>Day</u>	<u>Key Activities</u>	<u>Responsible Team</u>
11	Feedback session on initial training and QC adjustments	Byztrav account management, the State's planners
12-13	Full account setup for faculty/staff (ensuring preapproval numbers and duty of care)	Byztrav account management
14	Launch first "test group" travel booking (sample: 15 travelers; CRW to DCA) - EXAMPLE	Byztrav booking team
15	Post-booking review of group trip and feedback	Byztrav account management
16-18	Advanced training for the State's travel planners (fare monitoring, unused tickets)	Byztrav training team
19-20	Final QC testing for booking systems	Byztrav IT, QC teams
21	Launch 24/7 support services (dedicated after-hours support line active)	Byztrav customer support
22-23	Implement reporting systems (sample reports generated)	Byztrav reporting team
24-25	Ongoing communication (educational materials for all the State's staff)	Byztrav marketing, the State's planners
26-27	Final training for the State's faculty/staff (support and refresher sessions)	Byztrav training team
28-29	Full-service launch for group and faculty travel (fully operational)	Byztrav account management, IT
30	Final system review and satisfaction survey with the State's travel planners	Byztrav account management

Key milestones - Expedited timeline

<u>Milestone</u>	<u>Day</u>	<u>Key Deliverables</u>
RFQ award and kickoff	Day 1	Contract finalized, kickoff meeting
Technical setup completed	3-4	GDS, Sabre integrated and operational
Initial training	9-10	the State's travel planners trained
First group travel booked	14	50-person, 2-day trip successfully booked
Full-service launch	28-29	24/7 support, travel management operational
System review completed	30	Final review and satisfaction survey completed



Analytical legend for the expedited 30-day Gantt chart

The Gantt chart visually represents the timeline of tasks for Byztrav's expedited 30-day implementation plan. Below is the analytical legend explaining the coding, task dependencies and milestone markers.

Coding:

- Project kickoff & contract finalization
 - Tasks related to initiating the project, finalizing agreements, and engaging stakeholders.
- Technical setup & integration
 - Activities related to integrating Sabre GDS, Emburse, and other TM systems.
- Data management & traveler profiles
 - Tasks covering the upload and verification of traveler data and profile integration.
- Training & support implementation
 - Training sessions for the State's travel planners and staff on booking tools, reporting, and systems.
- Quality control & testing
 - Testing phases to ensure system functionality, user readiness, and initial bookings.
- Booking & travel execution
 - First travel bookings, including airline, hotel, and ground transportation logistics.
- Reporting, communication, & review
 - Implementing reporting tools, generating sample reports, and reviewing CSAT surveys.

Task dependencies:

Dependencies:

- Some tasks must be completed before others can begin.
 - Indicated using arrows connecting dependent tasks.

Milestones:

- **Milestones:**
 - Marked with diamonds on the chart, denoting critical achievements such as:
 - RFQ award & contract finalization (day 1)
 - Technical setup completed (day 4)
 - Initial training completed (day 10)
 - First group travel booked (day 14)
 - Full-service launch (day 28-29)
 - Final review & satisfaction survey (day 30)
-

The standard and expedited implementation frameworks ensure a seamless launch of Byztrav's travel management services for the State of West Virginia, fully aligned with the RFQ's requirements and policies. Byztrav's commitment to quality and client satisfaction includes ongoing support, training and reporting systems in place at launch. We are grateful for the opportunity to work with the State and look forward to providing exceptional service for all travel needs.

This proposal is submitted in response to the **State of West Virginia - CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services**. Byztrav Consultants Inc. appreciates the opportunity to work with the State and is committed to delivering high-quality, efficient travel management experience.

ByzTrav Consultants Inc.

West Virginia - Department of Administration

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References & Bios

Dear RFQ Review Committee,

Byztrav Consultants Inc., is proud to present the following references to demonstrate our unwavering commitment to high-quality service delivery, exceptional client relationships, and expertise across multiple sectors. These references reflect our ability to customize travel solutions that align with each organization's unique needs while maintaining the highest standards of reliability, efficiency, and satisfaction.

Our client base spans diverse industries, including private corporations, academic institutions, non-profits, and government entities, showcasing our capacity to adapt to a wide range of operational requirements and objectives. We prioritize transparency and collaboration, as evidenced by the willingness of our esteemed clients to serve as references for this RFQ submission.

The clients listed below have authorized Byztrav to include their organizational affiliations, personal names, and direct contact information for professional endorsements specific to the **State of West Virginia's RFQ** for travel-related services:

- **Gregory Ritchie**, Chief Operating Officer, Sigma Pi Fraternity - gritchie@sigmapi.org. *Gregory oversees travel operations for a national fraternity with 232 chapters across the United States, encompassing over 5,000 undergraduate members and more than 118,000 alumni; requiring seamless coordination of group travel and adherence to budget constraints.*
- **Scott Squillace**, Chief Executive Officer, Squillace & Associates, P.C. - scott@squillace-law.com. *Scott leads a prominent legal firm where precision, efficiency, and compliance with strict schedules are critical for international and domestic travel arrangements.*
- **Susan Ondr**, Senior Manager, Egg Bank America - susan@eggdonoramerica.com. *Susan manages operations for a healthcare organization, a leading egg donation agency serving diverse clientele in the U.S. and globally, requiring focus on tailored travel solutions that ensure compliance with industry regulations and client confidentiality.*

Each reference below underscores our commitment to delivering high-quality, tailored travel solutions with a focus on client satisfaction, global expertise, and reliability. Our client portfolio expands across industry sectors to include private-sector, academic, non-profit and government industries. These references reflect our breadth of experience in managing complex and varied travel requirements, underscoring our ability to meet the State's standards of excellence. We look forward to the opportunity to serve the State and bring the same commitment and quality to your travel needs.

We are pleased to inform you we typically deploy a “**pod-team**” strategy to support our clients. These pods are segmented in 3 parts: Sales, Operations and Management. The team that would be assigned to support the State's account “initially”, would be supported by our robust Emburse OBT and Sabre GDS platforms. With this structure, we are fully equipped to manage an annual client volume of \$35 million TTV (approximately 21,000 transactions). The team identified for the initial State account include: Nancy B. from ‘Sales’ (front-end); Carmelo L. from ‘Operations’ (back-end); and an executive member from ‘Management’ (escalations). Given the priority of your account, our President, Craig Hadley, will personally oversee the first year of your account to ensure outstanding performance and service.

Bios:

- ❖ Nancy B.; support role - sales team - Nancy has dedicated 25 years to leisure and corporate travel management services. Currently serving as a Senior Travel Manager, she excels in the academic travel space, managing research, athletic, fraternity, and group travel services. Nancy's extensive experience and meticulous attention to detail ensure that all travel arrangements for the State will be handled with the highest level of professionalism and efficiency. Her ability to navigate complex travel requirements makes her an invaluable asset to the State's account.
- ❖ Carmelo L.; support role - operations team - Carmelo has 40 years of experience in system integration, security, and sales optimization. He is a pillar of knowledge in BAA and FERPA compliance regulations, OBT and GDS system security, and NDC compliance and standards regulations. A former Flight Centre Travel Group member, Carmelo's expertise in risk management and system security will ensure that all travel operations for the State are conducted with the utmost safety and compliance, providing peace of mind for all stakeholders involved.
- ❖ Craig Hadley; support role - management team – Craig brings over 28 years of extensive experience in the travel industry, having advanced from a travel advisor to the brand president of business travel services at Flight Centre Travel Group. His expertise spans across various domains including student travel, group travel, corporate travel, leisure travel, and law enforcement travel services. Craig's leadership and deep understanding of domestic and international travel logistics make him exceptionally qualified to oversee the State's account, ensuring top-notch service and strategic travel solutions.

The identified team of highly qualified professionals will be the lead personnel on your account should we win the award. We are confident the combined team, in addition to our technologies, will ensure that the State's travel needs are met with excellence, efficiency, and full compliance.

At no time during the lifetime of this agreement, based on the current composition of the RFQ, does Byztrav foresee or intend to use subcontractors or sub-consultants to service or support the State's account.

This proposal is submitted in response to the **State of West Virginia - CRFQ-0212-SWC2500000007-1 - Statewide Travel Management Services**. We appreciate the opportunity to work with the State and look forward to supporting your comprehensive travel needs and initiatives.

ByzTrav Consultants Inc.

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Frequently Asked Questions: *FAQs for the State*

1. What are the details regarding pricing and fees of implementation costs, annual fees, SSO, HR feed, etc.?

Byztrav Consultants Inc. adopts a transparent pricing model with no hidden charges. To show transparency, and our belief in our services, the following fees have all been **waived**.

Licensing and implementation (one-time): \$10,000 - This cost covers the use and integration of advanced tools and platforms essential to providing seamless and efficient travel management services.

1. Sabre GDS platform client account lines
 2. Emburse travel and expense platform account services
 3. Ancillary software licensing and usage rights
 4. Maintenance for platforms and applications
-

Training and systems configuration (one-time): \$7,500 - This is a setup cost to ensure the client's unique needs are fully addressed from the outset and that users are proficient with the systems.

1. System setup and customization
 2. Data migration and onboarding
 3. Training programs, online booking tools, generating reports, and handling exceptions
 4. Testing and quality assurance
-

Support services (annually): \$5,000 - Ongoing support ensures a smooth operation and addresses issues proactively to minimize disruptions.

1. Dedicated support team
 2. 24/7 help desk line with round-the-clock assistance for urgent travel needs
 3. Compliance and security monitoring
 4. Review insights quarterly to analyze travel trends and identify cost-saving opportunities
-

2. If maintaining existing OBT provider, does the information transfer automatically; or, will new HR feed need to be provided?

As Byztrav does not maintain the existing Online Booking Tool (OBT) with the State, if required, a new HR feed will need to be provided for successful integration. Once connected, information will transfer automatically.

3. Are NDC rates included?

Byztrav includes New Distribution Capability (NDC) rates wherever applicable. While NDC rates are still being adopted across the industry, they can offer cost advantages when available and Byztrav will execute these automatically for the State's travel requests.

4. Is the assigned travel manager the same individual for teams, international group travel, field trips, and small group travel?

Yes, one point of contact will coordinate all travel requests from the State. Additionally, a dedicated team will be assigned, and work in concert with the travel manager to handle the State's travel requirements across all categories. This allocation will be reviewed quarterly to assess the need for additional resources.

5. How does Byztrav distribute travel notifications or alerts?

All alerts and notifications, including weather emergencies, will be sent via email to designated contacts. Additionally, through our Emburse OBT mobile app, this will also serve as an alert and notifications gateway for traveler communication.

6. Will Byztrav assist with platform and program training for faculty/students?

Yes, Byztrav, in coordination with our technology partners, will provide comprehensive training support to ensure smooth adoption of the travel system online (and on-campus if requested).

7. Explain the process for booking turnaround-time for individuals, groups, and international.

Byztrav adheres to a 15-minute service level agreement for initial responses to email, phone and AI-interface inquiries. Straightforward bookings typically take less than 18 minutes to complete; while complex itineraries may require additional time.

8. If there is an unexpected weather event or delay, how do you rebook for both individuals and groups?

Byztrav proactively monitors airline notifications and manages rebooking internally to minimize disruption and prevent miscommunication. In most cases, Byztrav contacts the traveler prior to any realization of a travel delay or reservation issues.

9. Explain emergency after-hours support.

Byztrav offers 24/7/365 emergency support through dedicated phone and email alerts, as well as directly through our OBT platform and its mobile application.

10. Is the OBT tool able to book more than one person at a time?

Yes. The OBT system supports individual user profiles, but can be configured to allow 'super users' to handle small group travel bookings (up to 8 travelers). Larger groups are managed directly by a Byztrav live-agent.

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Byztrav Consultants Inc
600 Main Road, Ste#65
Tiverton, RI 02878-9998
<https://byztrav.com>

Offeror point of contact:
Candi Ross - Financial Controller
Phone: 1.617.304.9426
Email: cross@byztrav.com

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 TRAVEL21 contract that will expire 06/30/2025. The TRAVEL21 Contract can be viewed on the Purchasing Division's website at: <http://www.state.wv.us/admin/purchase/swc/TRAVEL.htm>

Summary of TRAVEL21 contract spend utilizing fiscal year 2022 through 2025.

Travel Service	Dollars
Airline	\$7,241,491.00
Lodging	\$644,090.00*
Rail	\$870.00
Car Rental	\$299,098.00*

- These are transactional spend amounts for the TRAVEL21 contract as reported by the contact holder, National Travel Services.
- *Travelers are not required to book cars and hotels with National Travel.
- No addition information is available for spend amounts or contract usage.

- 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, must be provided upon request.

3.1.1.1.2 Vendor must have previously provided a minimum of twenty (15) million dollars in gross annual air volume sales (per year) to corporate and/or government entities for calendar years: 2022, 2023, and 2024.

3.1.1.1.2.1 Data for each year should be provided with bid and must be provided upon request.

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 must be provided upon request.

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 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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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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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. AIRFARE24 & CRENTAL25) 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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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 for informing 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 & CONSULTING 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:

PERIOD END

REPORT DUE

December 31
March 31
June 30
September 30

January 31
April 30
July 31
October 31

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3.1.14 ADMINISTRATIVE FEE: The Vendor shall pay to the West Virginia Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00%) no later than (60) calendar days following the end of each quarter for purchases made by Purchasing Entities within the jurisdiction of the State of West Virginia. This fee must be included in the vendors bid pricing and cannot be passed onto the end user.

This fee is to be included as part of the prices incorporated into this Contract and will begin on the contract start date. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the contract: **CMA 0212 TRAVEL25**.

Payment shall be made by check payable to the “**WV Purchasing Division**”. The West Virginia Contract number **CMA 0212 TRAVEL25** must be included in all payments.

Remit Checks To: WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

3.1.15 LOBBYING CERTIFICATION:

3.1.15.1 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.

3.1.15.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting

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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.

3.1.15.3 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.

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 per year. 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

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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.
- 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

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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.

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. (see **Specification 3.1.13** for more information).
- 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: Candi Ross - Financial Controller
Telephone Number: 617-304-9426
Fax Number: _____
Email Address: cross@byztrav.com

(TRAVEL25) 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	50.00	\$ 5.00	\$ 250.00
Transaction B	Domestic Travel, Agent assisted reservation (available 24/7/365)	3400.00	\$ 21.00	\$ 71,400.00
Transaction C	International Travel, Agent assisted reservation (available 24/7/365)	30.00	\$ 25.00	\$ 750.00
Agent Intervention (in support of Transaction A)	Agent intervention Fee (after self reservation transaction was utilized) (Available 24/7/365)	100.00	\$ 17.00	\$ 1,700.00
Document Delivery	Overnight Express Document Delivery Services	5.00	\$ 10.00	\$ 50.00
Passport & VISA Service	Passport & VISA Assistance (traveler will pay the actual Passport or Visa cost directly to the issuing entity)	25.00	\$ 15.00	\$ 375.00
			TOTAL COST	\$ 74,525.00

* 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:	Byztrav Consultants Inc
Contact Name:	Candi Ross
Email:	cross@byztrav.com
Phone:	617-304-9426

[illegible]

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By:  _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

[Currentness](#)

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W. Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page