



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

Header @ 13

List View

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

Procurement Folder: 1713817

Procurement Type: Statewide MA (Open End)

Vendor ID: 00000203044

Legal Name: NATL TRAVEL SERVICE INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/17/2025

Response Time: 11:34

Responded By User ID: int51638263

First Name: Karen

Last Name: Cottrell

Email: karen@nationaltravel.com

Phone: 3043570842

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC250000007

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: 13

Total of All Attachments: 13

| 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.

Addendum 2
Additional Pricing

This attachment provides National Travel’s pricing details that are not included in Exhibit A - Pricing Page.

National Travel’s **Online Booking** Fee of \$9.16 includes 24/7/365 Agent Assistance *at* no additional cost in the event of airline delays or cancellations – termed Irregular Operations, or IrOps (see Table 2).

National Travel’s new **Email Advantage** Fee is \$18.85 (see Table 1). With Email Advantage, travelers who initially book a reservation via email will receive full Agent Assistance for reservation changes without being charged an Intervention Fee. Email Advantage is offered at a 39% discount from our standard Agent-Assisted Fee. Estimating half of agent-assisted reservations being booked through Email, total cost to the State of WV for Travel Management Services would be reduced to \$88,596.00 – a 19% discount compared to Exhibit A pricing.

Our Email Advantage discount is applicable to reservations confirmed through our designated State of WV TMC email address: VIPservices@nationaltravel.com

Table 1 – Primary Travel Services

| Type of Travel Service | Fee | Estimated Transactions Per Year | Extended Price |
|---|--------------------|---------------------------------|----------------|
| Online Reservation | \$9.16 | 50.00 | \$458.00 |
| Agent-Assisted Reservation by Email Advantage | \$18.85 | 1715.00 | \$32,327.75 |
| Agent-Assisted Reservation - Domestic | \$31.15 | 1700.00 | \$52,955.00 |
| Agent-Assisted Reservation - International | \$37.75 | 15.00 | \$566.25 |
| Agent Intervention Fee <i>For Voluntary Changes to an Online Reservation</i> | \$21.99 | 100.00 | \$2,199.00 |
| Agent-Assisted Hotel or Car Only | \$0.00 | - | - |
| Voids, Refunds or Exchanges | \$0.00 | - | - |
| Passport or Visa Assistance | \$0.00 | - | - |
| Overnight Express Document Delivery Services | \$18.00 | 5.00 | \$90.00 |
| Estimated Total | \$88,596.00 | | |

National Travel's Flight Center provides critical support for travelers who may be stuck at the airport, sometimes with just minutes to find a seat on the next best alternate flight. The table below lists National Travel's Flight Center services and associated fees.

Table 2 – Flight Center Services

| Additional Travel Services | Fee | Other Details |
|--|--|--|
| IrOps 24-hour emergency assistance | \$0.00 | National Travel travel agents to assist 24/7/365. |
| Ticket reissue due to involuntary change | \$0.00 | Includes airline schedule changes and delays. |
| "Quick change" | \$0.00 (included with agent-assisted Phone or Email reservations) <i>or</i> \$21.99 (intervention fee for Online reservations) | En route ticket reissue for missed flight or voluntary change. |
| Flight Status Monitoring | \$0.00 (included with agent-assisted Phone or Email reservations) <i>or</i> \$21.99 (intervention fee for Online reservations) | Flight Center to monitor potential delays or cancellations, and research alternate flights in advance. |
| Flight Status Updates | \$0.00 | Flight status messaging sent to the traveler's mobile device. |
| \$200,000 flight insurance | \$0.00 (included with agent-assisted Phone or Email reservations) | Up to \$1,000,000 per traveler, per accident. |



ARCH INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

Administrative Address:
Aon Affinity Travel Practice
45 Executive Drive, Suite 100
Plainview, NY 11803
Telephone No.: (800) 803-1213

**TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY
INSURANCE POLICY
DECLARATIONS**

Policy Number: TAP0192309-04

Renewal of Policy Number: TAP0192309-03

Item 1. NAMED INSURED: National Travel Service, Inc.
ADDRESS: 707 Virginia Street East
Chase Tower, Suite 100
Charleston, WV 25301

Item 2. POLICY PERIOD:
From: 02/01/2025 **To:** 02/01/2026
12:01 A.M. Standard Time at the address shown in Item 1.

| Item 3. Coverages | Limits of Liability | Deductible |
|---|---|-------------------|
| A. Bodily Injury and Property Damage (except Auto) | Each Occurrence \$2,000,000 | \$5,000 |
| B. Non-owned and Hired Auto | Each Occurrence \$2,000,000 | \$5,000 |
| C. Professional Errors and Omissions Liability | Each Negligent Act or Negligent Omission \$2,000,000 | \$5,000 |
| D. Personal Injury | Each Offense \$2,000,000 | \$5,000 |
| General Aggregate Limit | \$2,000,000 | |

Item 4. Fire Legal Liability (if applicable) Any One Fire \$50,000

| | |
|--------------------------------|-------------|
| Item 5. Premium: | \$9,994.00 |
| Applicable Taxes/Fees: | |
| WV Insurance Premium Surcharge | \$54.97 |
| Total Due: | \$10,048.97 |

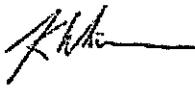
Item 6. Endorsements: See Attached Schedule of Endorsements and Notices.

Item 7. Reporting of Potential and Actual Claims:
See Attached Important Notice on Claims Reporting and Claims Services.

All Other Notices:

Arch Insurance Company
C/O Program Administrator listed above.

Broker of Record: Commercial Insurance Services
340 MacCorkle Avenue, Suite 200
Charleston, WV 25314

Signed by: 

Authorized Representative

Date: February 26, 2025



FILING POLICY NO.: C-4MQ8-562922-CYBER-2025
ENDT. NO.: 31

POLICY CHANGES - INCREASED LIMIT

| | |
|--|--|
| Form Number | SP 15 654 0219 |
| Effective Date of Endorsement | February 01, 2025 |
| Named Insured | National Travel Service, Inc. |
| Filing Policy Number | C-4MQ8-562922-CYBER-2025 |
| Issued by (Name of Insurance Company) | Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that this endorsement changes the policy effective on the inception date of the policy, unless another date is indicated above, in the following particulars:

| The following item(s): | is (are) deleted and replaced with the following: |
|--|---|
| <input type="checkbox"/> Master Policy Number | |
| <input type="checkbox"/> Item 1. Insured's Name and Address | |
| <input type="checkbox"/> Item 2. Policy Period | |
| <input checked="" type="checkbox"/> Item 4. Aggregate Policy Limit of Liability | \$2,000,000 |
| <input checked="" type="checkbox"/> Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions | See below |
| <input type="checkbox"/> Item 9. Retroactive Date | |
| <input type="checkbox"/> Item 10. Continuity Date | |
| <input type="checkbox"/> Item 11. Optional Extended Reporting Period | |
| <input type="checkbox"/> Item 12. Choice of Law | |
| <input type="checkbox"/> Endorsement No. | |



Insuring Agreement(s) purchased, Limits of Liability, and Retentions

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

THIRD PARTY LIABILITY COVERAGES

| | Insuring Agreement | Limit/Sub-Limit | Retention/Sub-Retention |
|----|--|------------------------|--------------------------------|
| A. | NETWORK AND INFORMATION SECURITY LIABILITY | \$2,000,000 | \$2,500 |
| B. | REGULATORY DEFENSE AND PENALTIES | \$2,000,000 | \$2,500 |
| C. | MULTIMEDIA CONTENT LIABILITY | \$2,000,000 | \$2,500 |
| D. | PCI FINES AND ASSESSMENTS | \$2,000,000 | \$2,500 |

FIRST PARTY COVERAGES

| | Insuring Agreement | Limit/Sub-Limit | Retention/Sub-Retention |
|----|--|------------------------|---|
| E. | BREACH RESPONSE | \$2,000,000 | \$2,500 |
| F. | CRISIS MANAGEMENT AND PUBLIC RELATIONS | \$2,000,000 | \$2,500 |
| G. | CYBER EXTORTION | \$2,000,000 | \$2,500 |
| H. | BUSINESS INTERRUPTION AND EXTRA EXPENSES | \$2,000,000 | \$2,500 i. Waiting period: 8 hours ii. Enhanced waiting period: 8 hours |
| I. | DIGITAL ASSET RESTORATION | \$2,000,000 | \$2,500 |
| J. | FUNDS TRANSFER FRAUD | \$250,000 | \$2,500 |

for additional premium of \$0.00 (annual premium of \$679.00) and return premium of \$0.00.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

AGENCYWIDE METRICS

| Year | Air Total Spend | # Air Tickets | Rail Total Spend | # Rail Tickets | Car Total Spend | # Car Rentals | Hotel Total Spend | # Hotel Stays |
|------|------------------------|----------------|---------------------|----------------|-------------------------|----------------|-------------------------|----------------|
| 2022 | \$18,478,535.95 | 45,499 | \$72,276.00 | 469 | \$28,064,097.88 | 29,187 | \$67,892,781.14 | 38,757 |
| 2023 | \$31,090,140.23 | 68,775 | \$107,358.35 | 724 | \$34,074,629.30 | 41,315 | \$107,762,887.98 | 53,179 |
| 2024 | \$35,004,651.51 | 87,746 | \$43,490.78 | 374 | \$52,783,108.70 | 62,917 | \$147,426,430.10 | 80,379 |
| | \$84,573,327.69 | 202,020 | \$223,125.13 | 1,567 | \$114,921,835.88 | 133,419 | \$323,082,099.22 | 172,315 |

3 results

Update your information with D-U-N-S® Manager

NATIONAL TRAVEL SERVICE, INC.

D-U-N-S: 08-225-1521

ADDRESS: 707 Virginia St E Chase Tower Ste 100, Charleston, WV, 25301, United States

Active Headquarters

Export as PDF ▾

Report as of: 06-13-2025

Risk Assessment

QUESTIONS?

SCORES AND RATINGS

| | | | | |
|--|---|--|---|--|
| Max. Credit Recommendation ⓘ US\$ 135,000 | PAYDEX® Score ⓘ 80 LOW RISK | Delinquency Predictor Percentile ⓘ 93 LOW RISK | Financial Stress Percentile ⓘ 98 LOW RISK | Supplier Evaluation Risk Rating ⓘ 1 LOW RISK |
|--|---|--|---|--|

D&B GUIDANCE ⓘ

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation ⓘ

US\$ 135,000

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

Dun & Bradstreet Thinks...

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

PAYDEX® SCORE ⓘ

Based on 24 months of data

80

Low Risk (100)

High Risk (1)

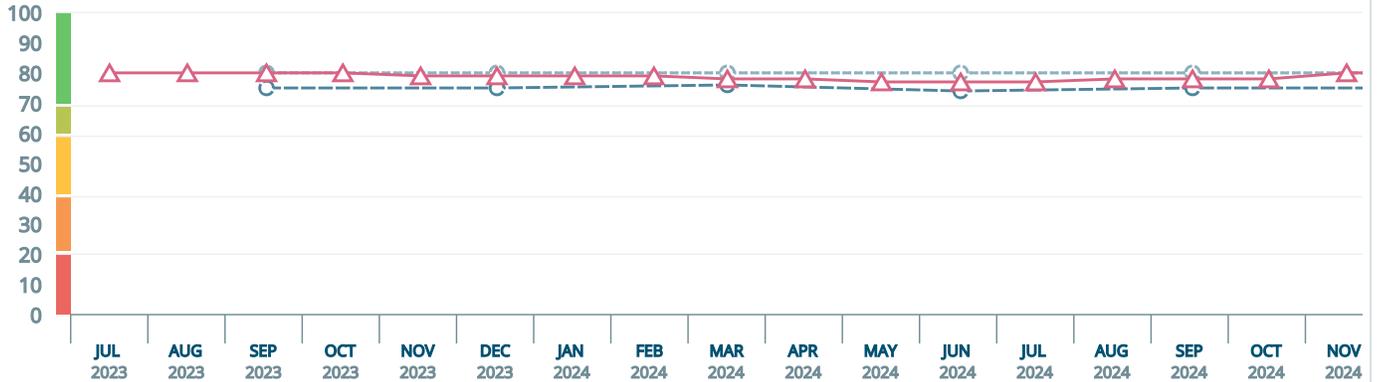
Based on a D&B PAYDEX® Score of

Risk of Slow **Low**

Hi there, our Dun & Bradstreet experts are here to help! What can we help you with today?

80

Business and Industry Trends



PAYDEX® Score
 Industry Medi...
 Industry Uppe...
 Industry Lowe...

Understand My Score

Payment History

Total Last 24 Months: 25

[View All](#)

| Date of Experience | Payment Status | Selling Terms | High Credit (US\$) | Now Owes (US\$) | Past Due (US\$) | Months Since Last Sale |
|--------------------|----------------|---------------|--------------------|-----------------|-----------------|-------------------------|
| 05/25 | - | Cash account | 0 | 0 | 0 | Between 2 and 3 Months |
| 05/25 | Pays Promptly | - | 100 | 100 | 0 | 1 |
| 05/25 | Pays Promptly | - | 100 | 0 | 0 | 1 |
| 05/25 | Pays Promptly | - | 500 | 0 | 0 | Between 6 and 12 Months |
| 05/25 | Pays Promptly | - | 500 | 0 | 0 | 1 |

KEYS

PAYDEX®

100

90

80

70

60

50

40

30

20

Payment Practices

Anticipate

Discount

Prompt

15 Days Beyond Terms

22 Days Beyond Terms

30 Days Beyond Terms

60 Days Beyond Terms

90 Days Beyond Terms

120 Days Beyond Terms

ZU

1-19

Over 120 Days Beyond Terms

UN

Unavailable

DELINQUENCY PREDICTOR SCORE

93

Score
588 --

Class
1

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of 93

Factors Affecting Your Score:

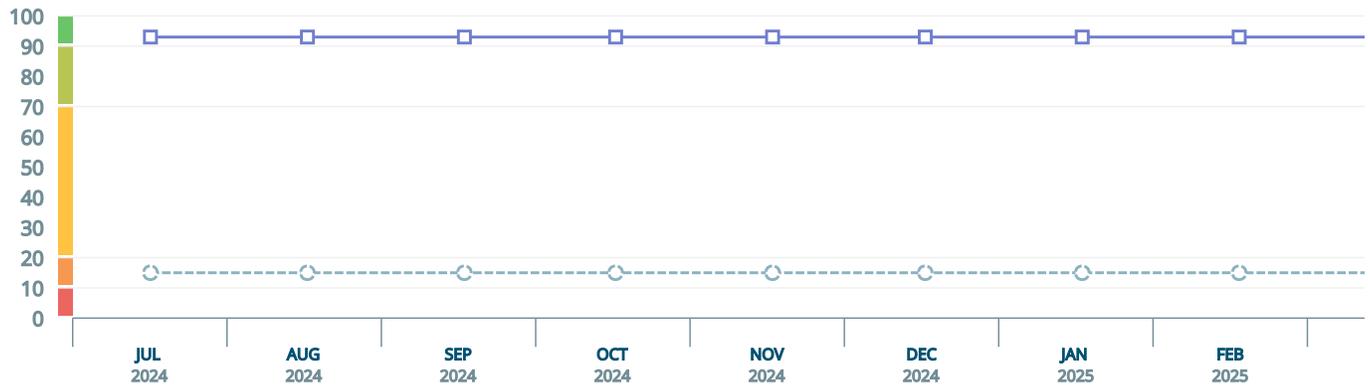
- Higher risk industry based on delinquency rates for this industry

Level of risk
Low

Probability of Delinquency
1.35%

Compared to Businesses in D&B Database
10.2%

Business and Industry Trends



Delinquency P...

Industry Medi...

FINANCIAL STRESS SCORE

98

Score
1599 --

Class
1

Low Risk (100)

High Risk (1)

Based on a D&B Financial Stress Percentile of 98

Factors Affecting Your Score:

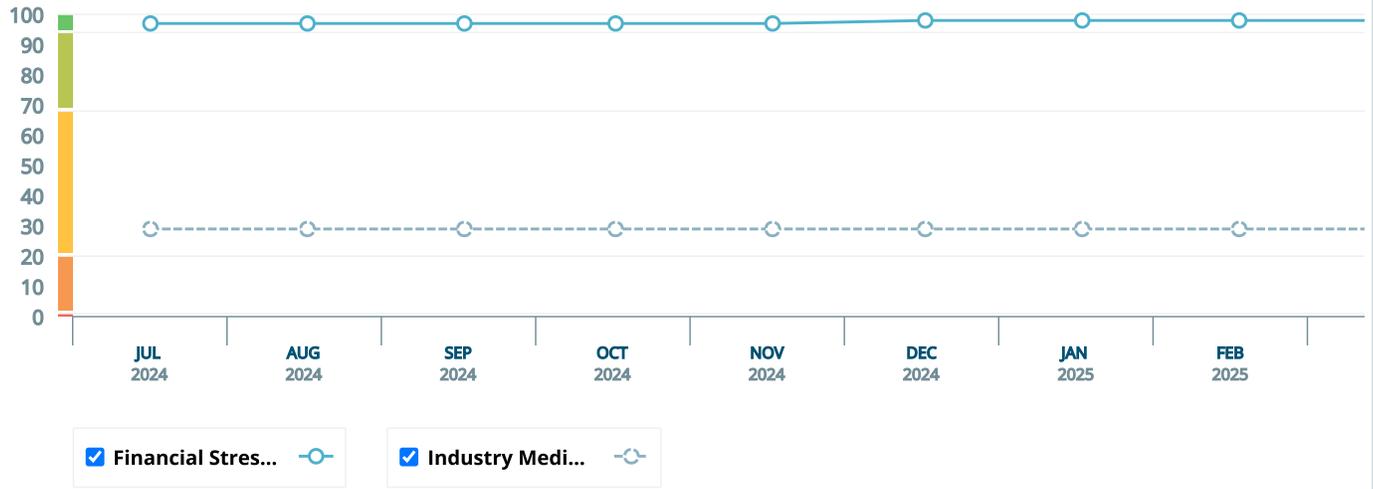
- Business does not own facilities
- Higher risk legal structure

Level of risk
Low

Probability of Failure
0.03%

Average Probability of Failure for Businesses in D&B Database
0.48%

Business and Industry Trends



SUPPLIER EVALUATION RISK RATING ⓘ

Based on 24 months of data

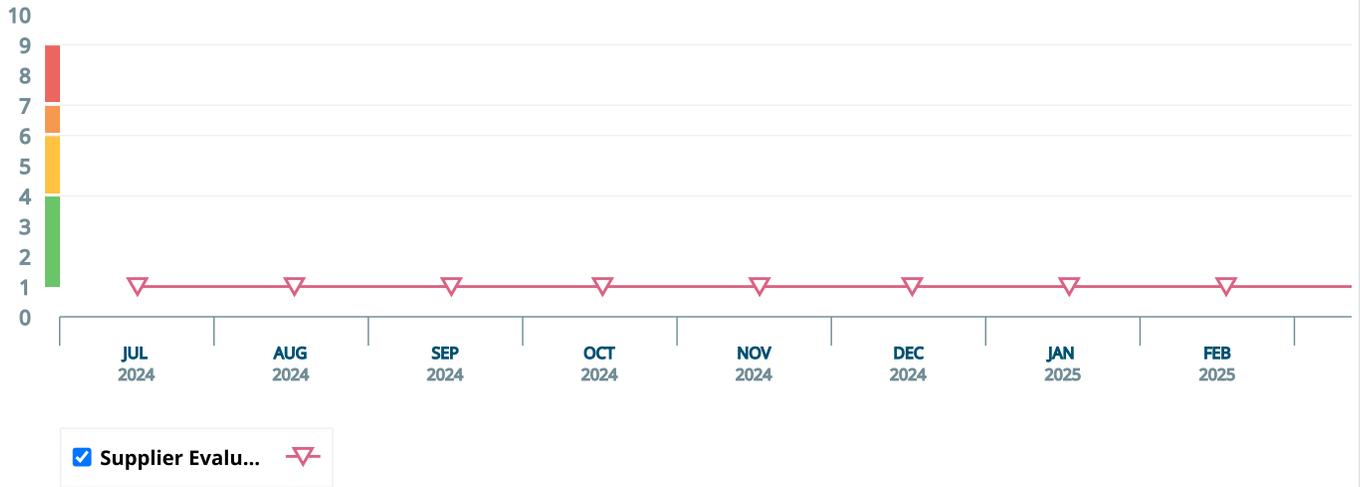
1

Low Risk (1)

High Risk (9)

Factors Affecting Your Score:

Business and Industry Trends ⓘ



D&B RATING ⓘ

Current Rating as of 11-15-2021

Previous Rating

Employee Size

Risk Indicator

Financial Strength

Risk Indicator

1R : 10 employees and over

2 : Low Risk

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

1 : Very Low Risk

D&B VIABILITY RATING ⓘ

Portfolio Comparison Score ⓘ

1

Low Risk (1)

High Risk (9)

Level of risk
Low

Rating Confidence Level
Robust Predictions

Probability of becoming no longer viable
2%

Percentage of businesses ranked with this score
11%

Average probability of becoming no longer viable
5%

Viability Score ⓘ

2

Low Risk(1)

High Risk (9)

Level of risk
Low

Probability of becoming no longer viable
2%

Percentage of businesses ranked with this score
14%

Average probability of becoming no longer viable
4%

Data Depth Indicator ⓘ

B

Predictive (A)

Descriptive (G)

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Company Profile ⓘ

| | | | | |
|----------|-----------------------|-----------------------|---------------------|--------------------------|
| G | Financial Data | Trade Payments | Company Size | Years in Business |
| | Not Available | Available | Large | Established |

Compared to ALL US Businesses within the D&B Database:

- Financial Data : Not Available
- Trade Payments : Available: 3+Trade
- Company Size : Large: Employees:50+ or Sales: \$500K+
- Years in Business : Established: 5+



Airlines Reporting Corporation

To Call Writer Direct:
(202) 626-8080

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

Date: 12-14-91

ACN: 51 63826 3

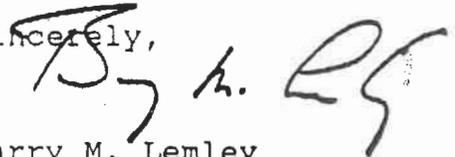
Dear Agent :

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

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

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

Sincerely,


Barry M. Lemley
Director
Agency Accreditation Services

BML/cw

ARC

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



Certificate of Accreditation

Presented to:

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

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

Humberto E. Rivero
Regional Director, The Americas



Issue date: March 23, 2009

Giulia Collins
Assistant Director, IATAN Operations

(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 | \$ 9.16 | \$ 458.00 |
| Transaction B | Domestic Travel, Agent assisted reservation (available 24/7/365) | 3400.00 | \$ 31.15 | \$ 105,910.00 |
| Transaction C | International Travel, Agent assisted reservation (available 24/7/365) | 30.00 | \$ 37.75 | \$ 1,132.50 |
| Agent Intervention (in support of Transaction A) | Agent intervention Fee (after self reservation transaction was utilized) (Available 24/7/365) | 100.00 | \$ 21.99 | \$ 2,199.00 |
| Document Delivery | Overnight Express Document Delivery Services | 5.00 | \$ 18.00 | \$ 90.00 |
| Passport & VISA Service | Passport & VISA Assistance (traveler will pay the actual Passport or Visa cost directly to the issuing entity) | 25.00 | \$ - | \$ - |
| | | | TOTAL COST | \$ 109,789.50 |

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

| | |
|----------------------|-------------------------------------|
| Vendor Name: | National Travel Service, Inc. ----- |
| Contact Name: | Nicholas Kirby ----- |
| Email: | nicholask@nationaltravel.com ----- |
| Phone: | 304-357-0801 ext 2422 ----- |

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 complaint.

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 complaint. 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: Mark Atkins

Title: Buyer Supervisor

Date: _____

Vendor Name:

By:  _____

Printed Name: Ted R. Lawson

Title: CEO and President

Date: 6/16/2025

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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Government Works.

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



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

| | | | |
|--|----------------------------|---|----------------|
| Proc Folder: 1713817 | | Reason for Modification: ADDENDUM_1 | |
| Doc Description: Statewide Contract: Travel Management Services | | | |
| Proc Type: Statewide MA (Open End) | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2025-06-10 | 2025-06-17 13:30 | CRFQ 0212 SWC2500000007 | 2 |

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

VENDOR
Vendor Customer Code: 000000203044
Vendor Name : National Travel Service, Inc.
Address : 707 Virginia Street East
 Suite 100
Street :
City : Charleston
State : WV **Country :** US **Zip :** 25301
Principal Contact : Ted R. Lawson
Vendor Contact Phone: 304-357-0801 **Extension:** 231

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

Vendor Signature  **FEIN# 55-0569384** **DATE June 16 2025**

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

ADDITIONAL INFORMATION

ADDENDUM_1 Is issued to publish the State's response to the questions submitted by Vendors during the Technical Questioning period.

NO OTHER CHANGES

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

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

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

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

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 90121502 | | | |

Extended Description:

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

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|---|-------------------|
| 1 | Technical Questions due by 10:00am EDT: | 2025-06-10 |

SOLICITATION NUMBER: CRFQ 0212 SWC2500000007

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2500000007 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.

NO OTHER CHANGES

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

| | |
|---------------------|---|
| Question #1: | What online booking tool are you currently utilizing today? |
| Response #1: | Emburse. |
| Question #2: | If SAP Concur Travel, does the state hold a direct contract with Concur or are you utilizing your current TMC's reseller agreement? |
| Response #2: | No direct contract. The booking tool is the responsibility of the vendor. |
| Question #3: | What expense tool is utilized? |
| Response #3: | wvOasis as administered through the WV Auditor's Office. |
| Question #4: | If utilizing Concur, would you like to keep it or are you wanting to look at other options? |
| Response #4: | See Response #2. |
| Question #5: | What percentage of your travel is international? |
| Response #5: | The State does not track or possess that information. This is an "at need" contract. Quantities listed for services (domestic or international) are estimated based on the average usage under the previous contract. Future quantities are not guaranteed or implied. |
| Question #6: | How many after-hours calls were made in 2024? |
| Response #6: | The State does not track or possess that information. |
| Question #7: | Do you have any meeting and event needs? If so, can you explain the approximately the size of them, how many and the scope of work? |
| Response #7: | This is an "at need" contract and the State does not have any information about future travel needs by using agencies. |
| Question #8: | Do you have and group air needs? |
| Response #8: | See Response #7. |
| Question #9: | Can you clarify/elaborate the 1% administration fee and what it looks like with your current vendor today? Are they required to pay 1% of all air/hotel/care sales booked via our agents/ tool? Or 1% of the agency fees. If a hotel is booked for a property in WV they pay but if booked in for another State no fee would be assessed? |
| Response #9: | <p>The previous contract did not have an admin fee. 3.1.14 ADMINISTRATIVE FEE: Will be changed to read as follows:</p> <p>"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.</p> <p>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</p> |

| | |
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| | quarterly and is based on the gross amount of all <u>Transaction Fee Sales</u> collected by the vendor as made by Purchasing Entities within the jurisdiction of the State of West Virginia utilizing the contract: CMA 0212 TRAVEL25. ” |
| Question #10: | Do you have any air contracts? If so, which carriers? |
| Response #10: | Yes. See Specification 3.1.4.1. Additional information and the Contract is available on our website per the link listed in the specification. |
| Question #11: | Do you have any rental car agreements? |
| Response #11: | See Response #10. |
| Question #12: | Do you have any hotel contracts? If so, how many? Who negotiates these? Are the hotel rates net of commission? |
| Response #12: | No, The State does not have a Hotel contract. |
| Question #13: | Are any additional fees allowed other than those listed. Would you like to see be optional add on services such as VIPs? If so, can those be added to Exhibit A? |
| Response #13: | No. Any alteration of the Exhibit_A Pricing Page or failure to provide all the contract items requested may be grounds for bid disqualification. |
| Question #14: | What is working well with your current program? |
| Response #14: | Not a technical question. The State does not give comments or references on contracts. |
| Question #15: | Where do you see areas of improvement? |
| Response #15: | See Response #14. |
| Question #16: | Please confirm the due date for bids. Is the due date June 17th, 2025 at 1:30pm EDT? |
| Response #16: | Yes, bids are due 06/17/2025 by 1:30pm Eastern Daylight Time. |
| Question #17: | <p>Please clarify each document that should be submitted by the vendor in their bid. Is it correct that in addition to Pricing (Exhibit A), and Office Locations (Exhibit B), vendors should submit the following?</p> <ul style="list-style-type: none"> -Instructions to Vendors Submitting Bids Form -RFQ Specifications Form -Centralized RFQ Form -Federal Funds Addendum -Purchasing Affidavit -Disclosure of Interested Parties to Contracts Form -Copy of IATA certificate of appointment -Copy of Airline Reporting Corporation certification -Data for annual air volume for 2022, 2023, and 2024 -Dunn & Bradstreet Viability Score -Proof of Insurance |

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| Response #17: | <p>The required documents are listed in the General Terms and Conditions and Specification documents. Only items listed as “must be submitted with bid” are required with bid documents but are highly encouraged with the bid documents to facilitate awarding of the contract.</p> <p>SPECIAL NOTE: If any document requires the inputting of information from the bidder, this would be a strong indication that the document should be submitted with the bid.</p> <p>See section 20 of the “Instructions to Bidders” for additional information.</p> |
| | |
| Question #18: | Is a technical proposal outlining how the vendor will meet the requirements of the contract required? |
| Response #18: | No, this a “Request for Proposal” meaning the award is to the lowest responsible bidder meeting all mandatory specifications. A technical proposal is not appropriate for this type of solicitation. |
| | |
| Question #19: | <p>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.</p> <p>The fee is 1% of what amount? 1% of the transaction fee or the total amount of the trip? The TMC is acting as an agent, arranging for the purchase of transportation, lodging, car rental, etc. The airline is the vendor, not the TMC.</p> |
| Response #19: | See Response #9. Fees will be based on the gross amount of the Transaction Fees collected by the vendor. |
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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2500000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

National Travel Service, Inc.

 Company

June 16 2025 Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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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 contact 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 & CONSUTLTING SERVICES:

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

3.1.11.1.1 Training sessions should include at a minimum the following:

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

3.1.11.1.1.2 Travel Safety tips,

3.1.11.1.1.3 Traveler rights and laws,

3.1.11.1.1.4 Travel tips (domestic and international),

3.1.11.1.1.5 Troubleshooting.

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

3.1.12 RECORD RETENTION (Access & Confidentiality):

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

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

3.1.13 REPORTS:

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

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

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

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

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3.1.14 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: Jill Sujansky
Telephone Number: 304-598-0160
Fax Number: 304-598-0163
Email Address: jillr@nationaltravel.com