



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

State of West Virginia Master Agreement

Order Date: 06-25-2021

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 TRAVEL21 1	Procurement Folder:	893063
Document Name:	SWC: CMA 0212 TRAVEL21	Reason for Modification:	Award of CRFQ 0212 SWC2100000017
Document Description:	Statewide Contract: Travel Management Services		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-06-30

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	00000203044	Requestor Name:	Mark A Atkins
NATL TRAVEL SERVICE INC 100 CHASE TOWER		Requestor Phone:	(304) 558-2307
CHARLESTON WV 25301		Requestor Email:	mark.a.atkins@wv.gov
US			
Vendor Contact Phone:	999-999-9999	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

Total Order Amount: Open End

PURCHASING DIVISION AUTHORIZATION
 SIGNED BY : Tara Lyle
 DATE: 2021-06-25
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE:
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE:
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

STATEWIDE CONTRACT: CMA 0212 TRAVEL21: TRAVEL MANAGEMENT SERVICES

The vendor, National Travel Service Inc., agrees to enter into a Statewide Contract for providing systems furniture on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC210000017), and the vendor's bid dated 06/22/2021, all incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	90121502				0.000000
	Service From	Service To			
	2021-07-01	2022-06-30			

Commodity Line Description: Travel Management Services

Extended Description:

CONTRACT PRICING:

See the attached Exhibit_A Pricing Page for Contract Pricing.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on July 01, 2021 and the initial contract term extends until One (1) Year.

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

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

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

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

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

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

Other: See attached _____
Revised 04/21/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Airline Reporting Corporation License

International Air Transport Association (IATA) Certificate of Appointment

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

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

Vendor must maintain:

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

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

10. [Reserved]

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

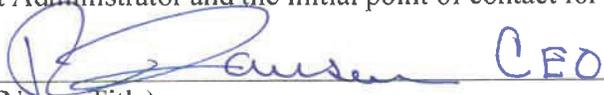
43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract,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

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

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

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

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

 CEO

(Name, Title)

Ted R. Lawson, President & CEO

(Printed Name and Title)

Suite 100 Chase Tower, 707 Virginia Street E., Charleston, WV 25301

(Address)

304 357.0801 / 304 343.5059

(Phone Number) / (Fax Number)

tedlawson@nationaltravel.com

(email address)

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

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

National Travel Service, Inc.

(Company)
 CEO

(Authorized Signature) (Representative Name, Title)

Ted R. Lawson, President & CEO

(Printed Name and Title of Authorized Representative)

June 14, 2021

(Date)

304.357.0801 304.343.5059-fax

(Phone Number) (Fax Number)

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

SPECIFICATIONS

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS:

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

3.1.1 VENDOR QUALIFICATIONS AND EXPERIENCE:

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

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

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

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

3.1.1.2 Dun & Bradstreet Viability Score Rating or Equal:

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

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

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

3.1.2 CUSTOMER SUPPORT:

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

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

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

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

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

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

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

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

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

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

3.1.3 BOOKING TOOL:

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

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

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

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

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

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

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

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

3.1.4 ACCOMODATION and TRAVEL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.4.4 Security Issue Awareness:

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

3.1.4.4.1.1 Health risks,

3.1.4.4.1.2 Political risks,

3.1.4.4.1.3 Cultural risks,

3.1.4.4.1.4 Natural disasters,

3.1.4.4.1.5 Potential theft or harassment.

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

3.1.5 SYSTEM INTEGRATION:

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

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

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.

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

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,

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

- 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.

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

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.

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

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

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

3.1.14 LOBBYING CERTIFICATION:

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

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

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

4. CONTRACT AWARD:

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

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

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

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

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

5. ORDERING AND PAYMENT:

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

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

6. DELIVERY AND RETURN:

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

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

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

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

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

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

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

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

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.

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

8. MISCELLANEOUS:

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

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

Travel Management Services

COMMODITY	DESCRIPTION OF TRANSACTION/SERVICES	QUANTITY	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		\$7.00	\$ -
Transaction B	Domestic Travel, Agent assisted reservation (available 24/7/365)		\$28.00	\$ -
Transaction C	International Travel, Agent assisted reservation (available 24/7/365)		\$34.00	\$ -
Agent Intervention (in support of Transaction A)	Agent intervention Fee (after self reservation transaction was utilized) (Available 24/7/365)		\$20.00	\$ -
Document Delivery	Overnight Express Document Delivery Services		\$7.50	\$ -
Passport & VISA Service	Passport & VISA Assistance (traveler will pay the actual Passport or Visa cost directly to the issuing entity)		\$0.00	\$ -
			TOTAL COST	\$ -

* 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:	Jill Sujansky
Email:	jillr@nationaltravel.com
Phone:	304-598-0160
Fax:	304-598-0163



The D&B Viability Rating is a new evaluation tool that offers a comprehensive assessment of whether or not to do business with a company. Only the D&B Viability Rating combines the most comprehensive measures of risk to deliver a highly reliable rating analyzing the current and future health of a business.

5

Viability Score
based on a scale of 1-9
(1=best, 9=worst)

Assesses the probability that a company will no longer be in business, within the next twelve months, compared to all US businesses within the D&B database.

- Voluntary or involuntary going out of business
- Becoming dormant or inactive
- Filing for bankruptcy

Viability Score Projected Performance Table

VIABILITY SCORE	PERCENT OF TOTAL	OUT OF BUSINESS (BAD) RATE	CUMULATIVE PERCENT OF TOTAL	CUMULATIVE PERCENT OF BADS CAPTURED	CUMULATIVE OUT OF BUSINESS (BAD) RATE
9	1%	65%	1%	3%	65%
8	8%	42%	8%	27%	44%
7	14%	27%	23%	55%	33%
6	30%	13%	53%	83%	21%
5	14%	7%	67%	91%	18%
4	14%	5%	81%	96%	16%
3	15%	3%	96%	100%	14%
2	4%	2%	100%	100%	14%
1	0.3%	0.2%	100%	100%	14%

8

Portfolio Comparison
based on a scale of 1-9 (1=best, 9=worst)

Assesses the viability of a company, compared to similar businesses, within the same model segment. The type of data used to classify these segments is:

- Available financial data
- Established trade payments
- Limited trade payments
- Firmographics and business activity

The difference between the Viability Score and Portfolio Comparison?

Viability Score assesses the probability that a company will no longer be in business within the next 12 months, compared to all U.S. businesses within the D&B database. Best used when ranking all businesses within your portfolio.

Portfolio Comparison refines the viability assessment of a company, comparing it only to businesses assigned a similar D&B "model segment" classification, which is determined by the amount and type of data available. Here, businesses are only ranked along with other businesses that provide financials, have 3+ trades, have 1 or 2 trades, or have no trades.

Model Segment: Available Financial Statement Data

PORTFOLIO COMPARISON	PERCENT OF TOTAL	OUT OF BUSINESS (BAD) RATE	CUMULATIVE PERCENT OF TOTAL	CUMULATIVE PERCENT OF BADS CAPTURED	CUMULATIVE OUT OF BUSINESS (BAD) RATE
9	2%	7%	2%	28%	7%
8	4%	2%	6%	43%	4%
7	10%	1%	16%	61%	2%
6	8%	1%	24%	70%	2%
5	11%	0.5%	36%	79%	1%
4	13%	0.3%	49%	86%	1%
3	15%	0.2%	64%	92%	0.8%
2	14%	0.2%	77%	96%	0.7%
1	23%	0.1%	100%	100%	0.6%

Model Segment: Limited Trade Payments

PORTFOLIO COMPARISON	PERCENT OF TOTAL	OUT OF BUSINESS (BAD) RATE	CUMULATIVE PERCENT OF TOTAL	CUMULATIVE PERCENT OF BADS CAPTURED	CUMULATIVE OUT OF BUSINESS (BAD) RATE
9	1%	45%	1%	5%	45%
8	15%	17%	17%	29%	19%
7	2%	14%	19%	32%	19%
6	25%	13%	43%	60%	15%
5	15%	10%	59%	74%	14%
4	11%	9%	70%	83%	13%
3	11%	7%	81%	91%	12%
2	12%	6%	93%	97%	11%
1	7%	4%	100%	100%	11%

Model Segment: Established Trade Payments

PORTFOLIO COMPARISON	PERCENT OF TOTAL	OUT OF BUSINESS (BAD) RATE	CUMULATIVE PERCENT OF TOTAL	CUMULATIVE PERCENT OF BADS CAPTURED	CUMULATIVE OUT OF BUSINESS (BAD) RATE
9	3%	23%	3%	13%	23%
8	13%	11%	16%	37%	13%
7	14%	7%	30%	56%	10%
6	9%	5%	39%	65%	9%
5	11%	5%	50%	74%	8%
4	11%	4%	62%	82%	7%
3	11%	3%	73%	89%	7%
2	16%	3%	89%	97%	6%
1	11%	2%	100%	100%	5%

Model Segment: No Trade Payments Available

PORTFOLIO COMPARISON	PERCENT OF TOTAL	OUT OF BUSINESS (BAD) RATE	CUMULATIVE PERCENT OF TOTAL	CUMULATIVE PERCENT OF BADS CAPTURED	CUMULATIVE OUT OF BUSINESS (BAD) RATE
9	3%	58%	3%	10%	58%
8	12%	36%	15%	39%	40%
7	9%	23%	25%	53%	33%
6	12%	18%	37%	67%	28%
5	13%	13%	50%	78%	24%
4	17%	10%	67%	89%	20%
3	11%	7%	79%	94%	19%
2	14%	5%	92%	98%	17%
1	8%	3%	100%	100%	16%

How to Read the Tables

Viability Score: Ranges from 1 to 9, with 1 representing least likelihood and 9 representing highest likelihood of going out of business.

Percent of Total: The percent of U.S. businesses within D&B database that have a specific Viability Score.

Out of Business (Bad) Rate: The percent of U.S. businesses expected to go bad over next 12 months.

Cumulative Percent of Total: The cumulative percent of U.S. businesses within the D&B database that fall within a Viability Score range. For example, 23% of U.S. businesses have a Viability Score of 7-9.

Cumulative Percent of Bads Captured: The cumulative percent of bads captured within the score range. For example, 55% of all businesses that go bad have a Viability Score of 7-9.

Cumulative Out of Business (Bad) Rate: The cumulative bad rate within a score range. For example, across all score ranges 1-9, 14% of all businesses are projected to go bad. Across score ranges 7-9, 33% of all businesses are projected to go bad.



Data Depth Indicator
based on a scale of A-M

Represents the level of predictive data available for a company.

This indicator is based on a scale from **A – G**, where A indicates the greatest level of predictive data, such as financial statements, and G reflects a minimal level of data, such as firmographics only.

Special categories H-M are assigned to businesses with special risk circumstances such as bankruptcy, business deterioration, severe risk and others.

- Commercial trading activity
- Financial attributes
- Firmographic data

Data Depth Indicator Detailed Table

DATA DEPTH	DESCRIPTION	LEVEL OF INSIGHT	
A	Rich firmographics, extensive commercial trading activity, and comprehensive financial attributes	Robust Predictions	Predictive ↑ Descriptive
B	Rich firmographics, extensive commercial trading activity, and/or basic financial attributes		
C	Rich firmographics, extensive commercial trading activity, and no financial attributes	Decision Support	
D	Rich firmographics, partial commercial trading activity, and no financial attributes	Directional	
E	Rich firmographics, sparse commercial trading activity, and no financial attributes		
F	Basic firmographics, trace commercial trading activity, and no financial attributes	Basic	
G	Basic firmographics, and no trade or financial attributes		
H	Out of business		
I	Unable to confirm		
J	Bankruptcy		
K	High-risk - Severe risk		
L	Self-reported DUNS Support Record		
M	Business deterioration –Severe Risk		



Company Profile
based on a scale of A-Z

Examines how established a company is based on a combination of categories including financial data, trade payments, and demographics on the different categories within the profile include:

- Financial data
- Trade payments
- Years in business
- Company size (number of employees or sales)
- Firmographic Data

A	Financials, large, established	N	1-2 Trade, large, young
B	Financials, large, young	O	1-2 Trade, medium, established
C	Financials, medium, established	P	1-2 Trade, medium, young
D	Financials, medium, young	Q	1-2 Trade, small, established
E	Financials, small, established	R	1-2 Trade, small, young
F	Financials, small, young	S	No Trade, large, established
G	3+ Trade, large, established	T	No Trade, large, young
H	3+ Trade, large, young	U	No Trade, medium, established
I	3+ Trade, medium, established	V	No Trade, medium, young
J	3+ Trade, medium, young	W	No Trade, small, established
K	3+ Trade, small, established	X	No Trade, small, young
L	3+ Trade, small, young	Y	Branch
M	1-2 Trade, large, established	Z	Subsidiary

About Dun & Bradstreet® (D&B)

Dun & Bradstreet (NYSE:DNB) is the world's leading source of commercial information and insight on businesses, enabling companies to Decide with Confidence® for 172 years. D&B's global commercial database contains more than 220 million business records. The database is enhanced by D&B's proprietary DUNSRight® Quality Process, which provides our customers with quality business information. This quality information is the foundation of our global solutions that customers rely on to make critical business decisions.

For more information, please visit www.dnb.com.