

**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
 BUREAU OF PURCHASE AND PROPERTY  
 STATE HOUSE ANNEX  
 CONCORD, NEW HAMPSHIRE 03301-6398

FROM: JEFF HALEY, PURCHASING AGENT  
 BUREAU OF PURCHASE & PROPERTY

DATE: 6/28/2019

TO: CHARLES ARLINGHAUS, COMMISSIONER  
 DEPT. OF ADMINISTRATIVE SERVICES

<b>Service: Statewide Travel Services</b>	<b>Vendor: Sunward Adventures</b>
<b>Commodity Code: 961-7800</b>	<b>Agency: DAS</b>
<b>Req. # NA</b>	<b>Est. Amount: \$1,500,000.00</b>

IN ACCORDANCE WITH RSA 21-I:11, I(2)(B), IT IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, I(A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Administrative Services, Bureau of Purchase and Property requests a Sole Source contract with Sunward, LLC for Statewide Travel Services. Sunward was the third low bidder in RFB 2153-19 and has agreed to extend all terms and conditions, including pricing, from that bid solicitation to this Sole Source contract. This Sole Source agreement will ensure continued Travel Services to State of New Hampshire agencies due to the demise of Pinnacle Travel.

**SUBMITTED FOR ACCEPTANCE BY:**

  
 \_\_\_\_\_  
 JEFF HALEY, PURCHASING AGENT  
 BUREAU OF PURCHASE AND PROPERTY  
 \*\*\*\*\*

DATE 7/2/19

**RECOMMENDED FOR ACCEPTANCE BY:**

  
 \_\_\_\_\_  
 PAUL RHODES, ADMINISTRATOR III  
 BUREAU OF PURCHASE AND PROPERTY  
 \*\*\*\*\*

DATE 7/2/19

**APPROVED FOR ACCEPTANCE BY:**

  
 \_\_\_\_\_  
 GARY LUNETTA, DIRECTOR  
 DIVISION OF PROCUREMENT & SUPPORT SERVICES  
 \*\*\*\*\*

DATE 7/2/19

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

  
 \_\_\_\_\_  
 CHARLES M. ARLINGHAUS, COMMISSIONER  
 DEPARTMENT OF ADMINISTRATIVE SERVICES  
 .....

DATE 7/2/19

Subject: Travel Service

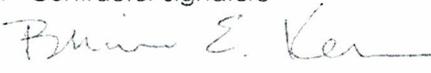
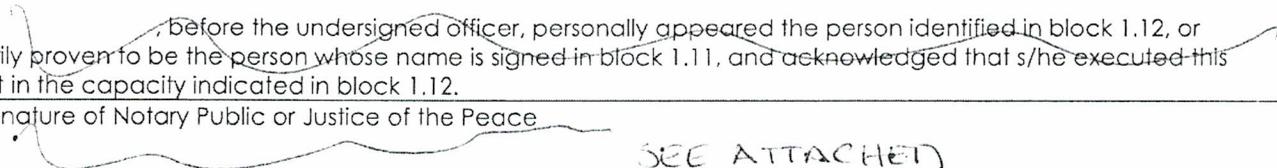
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address  State House Annex, Room 101 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name  Sunward Adventures A, Partnership VC# 228842		1.4 Contractor Address  1051 East Alessandro Blvd., Suite 220, Riverside, CA 92508	
1.5 Contractor Phone Number 951-697-6895	1.6 Account Number Various	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$1,500,000.00
1.9 Contracting Officer for State Agency  Jeffrey Haley		1.10 State Agency Telephone Number  603-271-2201	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  BRIAN E. KERR - PARTNER	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace   [Seal] SEE ATTACHED			
1.13.2 Name and Title of Notary or Justice of the Peace  			
1.14 State Agency Signature   Date: 7/2/19		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

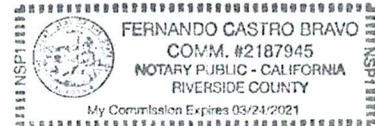
On July 1st, 2019 before me, Fernando Castro Bravo, Notary Public  
(insert name and title of the officer)

personally appeared Brian F. Kerv,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials BEK  
Date 7/1/19

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Sunward Adventures A, Partnership (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Travel Services in accordance with the bid submission in response to State Request for Bid #2153-19 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 2153-19

**3. TERM OF CONTRACT**

This contract shall commence on July 1, 2019 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on December 31, 2022, a period of approximately two (2) years and six(6) months.

**4. SCOPE OF WORK**

**CONTRACT USAGE & EXCEPTIONS:** All State agency personnel / travelers under Department of Administrative Services (DAS) authority as provided under RSA 21:1 are required to use this contract to obtain travel services for domestic and international air travel. This includes those in the care, custody or control of the State while traveling. State of New Hampshire agencies must also book car rentals and hotel accommodations in conjunction with airline ticket purchase, unless a lower fare/rate can be obtained.

Employees must give traveler name, departure destination and arrival destination, dates, desired time and type of accommodation needed at time of initial request. Employees may not require specific routing, or airline when making request although preference will be noted as long as fare requirements are met. *If agency is using the Contractor travel for a fare comparison, agency may provide the fare obtained with this initial request for assistance.*

Employees are allowed to purchase tickets off contract whenever they can achieve better total pricing versus the contract price. The Contractor will e-mail quote for ticketing to State Agency for price comparison. Agency must obtain authorization when not accepting the lowest fare from the agency commissioner.

If a lower fare objection is intended as justification to purchase travel (airline, hotel or auto) outside the state contract, the following procedure should be followed:

1. Assure that the Contractor is unable to obtain the fare you are purchasing and attach confirmation to the expense reimbursement request.

2. Notify the Contractor that other arrangements have been made for improvement in services to the State (best notification method can be made via fax or e-mail with a copy of your purchase receipt). This notification needs to be done in a timely manner for reporting purposes. If Agency has already obtained fare comparison, they are asked to provide that information to the Contractor at the time of arrangements or obtain quote information.
3. Employees are not required to accept a ticket that has more than two (2) stops per departure or return flight.

**BILLING:** The State of New Hampshire requires that all air travel, whether a State Agency or a cooperative purchasing member, be charged to the State's contracted travel charge accounts. Each State Agency makes the travel arrangements for their perspective members and pays the invoices accordingly. State Agencies will set up a central billing account with the Contractor. **Agencies must inform individuals to fill out the Corporate Travel Profile for each traveler when booking and setting up accounts. This form is to be used per traveler not per agency.** If the agency is federally funded, this must be indicated at the time of set up and/or prior to booking.

**STATE AGREES TO PROVIDE:** The Authorized Purchaser shall provide the Contractor with information on contact persons representing the Authorized Purchaser and keep this information current throughout the contract term. The Authorized Purchaser shall provide the following information to the Contractor. Authorized Purchasers shall be required to keep this information current throughout the term of the contract.

Agency Name & Agency Address Remit  
 Telephone and Fax Number (s)  
 E-Mail address, if available  
 List of employees authorized to make travel arrangements for that agency

**HOURS OF OPERATION:** All services performed shall be performed between the hours of 7:30 A.M. and 4:00 P.M (EST) unless other arrangements are made in advance with the State, Monday through Friday, excluding legal holidays, Eastern Standard Time (E.S.T.). Travel services outside these hours shall be handled in accordance with emergency services. Outside calls cannot be routed to answering machines/services. In the event the phone system is out of service, reservations must be handled manually. All calls shall be handled promptly and the Contractor should have a continual quality control program in service.

**AIR FARES:** The Contractor guarantees to offer the State travelers with the Lowest Logical Available Airfare (LLAA) at the time of the reservation. The Contractor is responsible for ticketing within the specified time to ensure application of LLAA. Direct billing to the individual State agency's account is required. This lowest possible rate must be within a three (3) hour window period for travel request.

The Contractor shall advise the travelers of the availability of different flight options, which may produce a lower fare (flights plus or minus three (3) hours of the requested departure time that produce lower fare or flights that are available with one (1) stop in lieu of more expensive non-stop flights).

If any flight is canceled within the legal time frame specified by the air carrier, the Contractor is responsible to inform any traveler of any penalty that may be incurred due to the change or cancellation of special fares. The notification should be communicated prior to ticketing and restated on the traveler's itinerary.

Employees must consider alternate airports when determining LLAA and may not exclude any airline carrier due to personal preference.

**EMERGENCY SERVICES:** The Contractor shall maintain a 24/7 emergency contact number to assist State Travelers with any travel emergency that may arise regardless of the time or location. The emergency service number shall be staffed by a fully trained reservationist who promptly advise and assist the traveler. The Contractor shall have the capability to dispatch airline tickets to any areas of the world either through the Contractor's own network of offices, airport ticket counters or E-Tickets.

**TICKETS, ITINERARY & DOCUMENTS:**

E-Tickets will be provided by the Contractor to the traveler when applicable.

Itinerary: Upon issuance of the E-Tickets, a copy for the traveler's itinerary must be provided. The itinerary must indicate the following:

- The full address and phone number of the booking agent
- Carrier name(s) and flight numbers (departing and return)
- Arrival and departure dates and times
- Ground transportation and/or hotel confirmation number if applicable
- The lowest fare available accepted or why it was declined.

**SECURITY ISSUES:** The Contractor should advise travelers of any possible security problems concerning destinations or carriers. The Contractor has the responsibility to inform the traveler as to the areas of the world where travel may be unsafe due to international terrorism as well as specific carriers that should be avoided as advised by State Department. In the event of loss/theft of traveler's passport, the Contractor shall provide assistance in obtaining an emergency renewal.

**FEE RESTRICTIONS:** The transaction fee will only be charged at the time of ticketing of an airline reservation or when a reservation is confirmed with a confirmation number (consider this total cost of traveling). One transaction fee will be charged regardless of the number of changes made to an itinerary until the airline ticket is issued. Reservations with multiple travel suppliers such as one (1) airline ticket combined with a rental car, and hotel reservation will only be assessed a single fee for one (1) reservation or trip. Reservations requiring multiple airlines may be assessed multiple fees. The State of NH will not pay for paper tickets for domestic air travel.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall Travel Services strictly pursuant to, and in conformity with, the specifications described in State RFB #2153-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

## **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

## **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials BEV  
Date 7/1/19

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide travel services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$1,500,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Description	Fixed Price
Agency/Processing Fee	\$17.00
Re-Issue Fee	\$17.00
Additional Accommodation Fee (Hotel/Transportation with no airline ticket)	\$15.00

**3. INVOICE**

Invoices may be electronic or manual, but must include date(s) of travel, traveler name, agency, invoice number, flight information and cost. Each invoice must go to prospective traveler's business office (or remit to address) as the account is set-up for ensured processing.

Invoices shall be submitted at the time of ticketing to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and ticket issue to Contractor or employee. Not after travel, unless you are federally funded and you notify Contractor at time of order.

**4. PAYMENT**

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT D**

RFB #2153-19 is incorporated here within.

Contractor Initials PEV  
Date 7/1/19

**CERTIFICATE OF AUTHORITY**

I, BRINN E. KERR, hereby certify that:  
(Name of Partner/Manager of Sunward Adventures A Partnership, Contract Signatory - Print Name)

1. I am a Partner/Manager of the Company of SUNWARD ADVENTURES A PARTNERSHIP  
(Name of Partnership Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind SUNWARD ADVENTURES A PARTNERSHIP  
(Name of Partnership Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Brinn E. Kerr  
(Contract Signatory - Signature)

7/1/19  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared \_\_\_\_\_, known to me (or  
(Contract Signatory - Print Name)  
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Public / Justice of the Peace - Signature)

Commission Expires: \_\_\_\_\_

See attached.

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

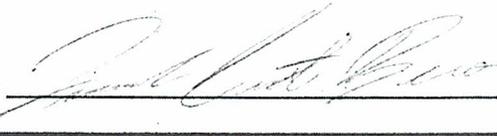
On July 1<sup>st</sup>, 2019 before me, Fernando Castro Bravo Notary Public  
(insert name and title of the officer)

personally appeared Brian E Kerr,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## Business Information

### Business Details

Business Name:	SUNWARD ADVENTURES A PARTNERSHIP	Business ID:	822162
Business Type:	Foreign Partnership	Business Status:	Active
Business Creation Date:	06/24/2019	Name in State of Formation:	SUNWARD ADVENTURES A PARTNERSHIP
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	1051 E Alessandro Blvd, Suite 220, Riverside, CA, 92508, USA	Mailing Address:	1051 E Alessandro Blvd, Suite 220, Riverside, CA, 92508, USA
Citizenship / State of Formation:	Foreign/California		
Duration:	Perpetual		
Business Email:	travel@sunward.com	Phone #:	951-697-6895
Notification Email:	travel@sunward.com	Fiscal Year End Date:	NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

### Principals Information

Name/Title	Business Address
Brian Edward Kerr / Partner	1051 E Alessandro Blvd, Suite 220, Riverside, CA, 92508, USA
Gary James Davis / Partner	1051 E Alessandro Blvd, Suite 220, Riverside, CA, 92508, USA

Page 1 of 1, records 1 to 2 of 2

[\(/online/Home/\)](#)  Back to Home (/online)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

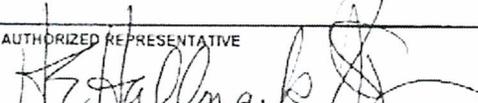
<b>PRODUCER</b> <b>StateFarm</b>  Henry E Hallmark, Agent 2511 S Euclid Ave Ontario, CA 91762	<b>CONTACT NAME:</b> Stacy Yurk <b>PHONE (A/C, No, Ext):</b> 909-983-0571 <b>E-MAIL ADDRESS:</b> stacy.l.yurk.19mw@statefarm.com	<b>FAX (A/C, No):</b> 909-983-8961	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Davis, Gary & Kerr, Brian DBA/Sunward Adventures a ptrnshp 1051 E ALESSANDRO BLVD STE 220 Riverside, CA 92508-2421	<b>INSURER A:</b> State Farm General Insurance Company		<b>NAIC #</b> 25151
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	92-CB-W274-2	01/12/2019	01/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	92-EW-S130-5	10/15/2018	10/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 P.I. DISEASE - EA EMPLOYEE \$ 1,000,000 P.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> STATE OF NEW HAMPSHIRE DEPT of ADMIN SVCS Bureau of Purchase and property State House Annex, Room 101 25 CAPITOL STREET CONCORD, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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