

MA 18P 2404240000000000123
NEW

State of Maine



Master Agreement

Effective Date: 04/24/24

Expiration Date: 03/13/29

Master Agreement Description: Travel Management Services

Buyer Information

ext.

Issuer Information

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

Requestor Information

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000213501

Vendor Name

CORPORATE TRAVEL MANAGEMENT NORTH AMERICA INC

Alias/DBA

CORPORATE TRAVEL MANAGEMENT

Vendor Address Information

2925 FIRST AVE SOUTH

SEATTLE, WA 98134

US

Vendor Contact Information

TONY FUERTE
206-674-4438 ext.
tony_fuerte@travelctm.com

Commodity Information

Vendor Line #: 1

Vendor Name: CORPORATE TRAVEL MANAGEMENT NORTH AMERICA INC

Commodity Line #: 1

Commodity Code: 95892

Commodity Description: Travel Management Services

Commodity Specifications:

Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	04/24/24	03/13/29
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 6/3/2024
2A641AF5604F102...
Date

David Morris, Acting Chief Procurement Officer

Corporate Travel Management North America Inc

DocuSigned by:
Carol Hall 5/31/2024
254A6B71048A405...
Carol Hall GM/SVP Mountain West Region
Date

DocuSigned by:
Nicholas Marquis 6/3/2024
AZ9C99339A37464...
State of Maine, Office of Information Technology
Date

Nicholas Marquis, Interim Chief Information Officer

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of

lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any

portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE: In the event of a conflict between the documents comprising this

Agreement, the Order of Precedence shall be:

- a. Exceptions - Not Applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. NASPO ValuePoint Master Agreement Travel Management Services PO 10700-0001769
- d. CTM Response to Request for Proposal RFP# S-10700-00001827
- e. Other - Included at Department's Discretion

22. ACCESSIBILITY All IT products must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>). All IT applications and content delivered through web browsers must comply with the State Web Standards (<https://www.maine.gov/oit/policies-standards>) and the Digital Accessibility Policy.

23. STATE IT POLICIES All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures ([Policies & Standards | Maine IT](#)) effective at the time this Agreement is executed.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**TRAVEL MANAGEMENT SERVICES
(2023-2029)**
Led by the State of Oregon

Master Agreement #: **PO-10700-00017269**

MA 18P 24042400000000000123

Contractor:**Corporate Travel Management - North America, Inc. Technologies
VC0000213501**

Participating Entity:**STATE OF MAINE**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Travel Management Services (4/24/2024-3/13/2029)** led by the State of Oregon for use by state agencies and other entities located in the Participating State of Maine authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Lynn Kerntz, Director of Operations/Account Manager
Address:	
Telephone:	218 780 8644 or 206 674 4318
Email:	lynn.kerntz@travelctm.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



**TRAVEL MANAGEMENT SERVICES
 (2023-2029)**
 Led by the State of Oregon

Participating Entity

Name:	Michelle Fournier, Procurement Planning Manager Chris Sturies, Business Systems Administrator
Address:	111 Sewall Street, Cross Office Building
Telephone:	Michelle Fournier cell: 207-592-8197 Chris Sturies cell: 207-242-4231
Email:	Michelle.Fournier@maine.gov christopher.sturies@maine.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Lease Agreements **Reserved**

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Maine, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.


7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**TRAVEL MANAGEMENT SERVICES
 (2023-2029)
 Led by the State of Oregon**

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Maine	Contractor: Corporate Travel Management
Signature: 	Signature: 
Name: David Morris	Name: carol Hall
Title: Acting Chief Procurement Officer	Title: GM/SVP Mountain West Region
Date: 6/3/2024	Date: 5/31/2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspo.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]



NASPO ValuePoint Master Agreement

TRAVEL MANAGEMENT SERVICES PO-10700-00017269

This NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Corporate Travel Management North America, Inc., a Delaware corporation (“Contractor” or “CTM”). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law (“Effective Date”).

1. Master Agreement and Order of Precedence.

1.1. Master Agreement. This Master Agreement consists of the following documents, which are attached to this Master Agreement and incorporated by this reference, and listed in descending order of precedence:

- 1.1.1. This Master Agreement less all exhibits,
- 1.1.2. Exhibit C (Federal Terms and Conditions),
- 1.1.3. Exhibit D (Security Requirements and Rider to Terms of Service),
- 1.1.4. Exhibit A (Services and Rates), and
- 1.1.5. Exhibit B (Form Participating Addendum).

1.2. These exhibits must be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an exhibit or attachment.

2. Participating Addenda.

2.1. Any Request for Services placed under this Master Agreement consists of a Participating Entity’s Participating Addendum (“PA”), substantially in the form attached hereto as Exhibit B, including any Participating Entity specific terms. A Participating Entity’s specific terms in its Participating Addendum may include but are not limited to applicable methods or processes available to Purchasing Entities and their Travelers to create accounts and request Services, conditions on the security and privacy of information on individuals, and conditions on software licenses or user terms for online, on-premises, or mobile software and services.

- 2.2. In the event of a conflict between the terms and provisions of this Master Agreement and the terms and conditions of a Participating Addendum entered into between a Participating Entity and Contractor, the terms and provisions of the Participating Entity's Participating Addendum will control for conflicts under that Participating Addendum.
- 2.3. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda may not include a term of agreement that exceeds the term of this Master Agreement.

3. Definitions.

Acceptance means acceptance of Services as set forth in Section 16 of this Master Agreement.

Authorized User(s) includes individuals authorized to hold accounts for Services, such as NASPO ValuePoint representatives, and employees of Participating Entities and their authorized Travelers.

Contract means the terms and conditions of this Master Agreement and the applicable Participating Addendum, together with each Request for Service or other agreed upon ordering instrument issued by a Purchasing Entity.

Contractor means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

GSA Per-Diem Lodging means the domestic GSA lodging per diem allowance rate in effect at the location and on the date of the room occupancy as published on the Internet at <https://www.gsa.gov/portal>, as Federal Travel Regulation (FTR) Bulletins.

Lead State means the State of Oregon, in its role of centrally administering this Master Agreement, and is a party to this Master Agreement.

Master Agreement means this underlying agreement executed by and between Lead State, acting in cooperation with NASPO ValuePoint, and Contractor, including as amended.

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by Lead State.

Online Direct Connect means an integration ("direct-connect link") with certain airlines' information systems so that the online booking tool(s) functionality provides Travelers with access to the applicable airlines' inventories and special discounted prices.

Participating Addendum means a bilateral agreement executed by Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating

Entity specific language or other requirements (e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions).

Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a state, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Request for Services under a Participating Addendum against the Master Agreement and becomes financially committed to the purchase.

Purchasing Entity Data means any information received or created relating to a Purchasing Entity or its Travelers, including information created and information stored through the Services, and information created and collected by Contractor regarding Purchasing Entity and its Travelers during the course of providing the Services, including personally identifiable information.

Request for Services means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity to order Services.

Services means all effort to be expended by Contractor under this Master Agreement, Participating Addendum that are necessary to deliver the Travel Management Services.

State Chief Procurement Official means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of goods and services.

Supporting Contract means other travel related contracts established by Oregon or any other Participating Entity that Contractor or other travel management services providers may need to use in order to provide the Services. These contracts will be the first option(s) offered to Authorized Users, including acceptance of required forms of payment per each contract's terms and conditions.

Third Party Intellectual Property means any intellectual property owned by parties other than State or Contractor. Third Party Intellectual Property includes Software owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

Travel Management Services means Services described in Exhibit A, Services and Rates, of this Master Agreement.

Traveler means the person authorized (for official business) to receive Services under this Master Agreement.

4. Term of the Master Agreement; Non-exclusivity.

4.1. **Generally.** The initial term of this Master Agreement is for two years from the Effective Date. This Master Agreement may be extended beyond the initial term for a

maximum of four additional years at Lead State's discretion, upon review of requirements of Participating Entities, current market conditions, and Contractor performance, and as agreed upon by a fully executed amendment between the Lead State and Contractor.

4.2. **Not Exclusive.** This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Services or both through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any specific number of Contracts will be issued or that any specific number of Products or Services will be required.

4.3. **Thirty Day Extension.** Notwithstanding the foregoing, Lead State, in its sole discretion, may extend this Master Agreement for a maximum of 30 calendar days beyond the expiration of the then-current term. Lead State's Master Agreement Contract Administrator shall notify Contractor in writing of the 30-day extension prior to the expiration of the then-current term. Consecutive extensions under this section are not allowed.

5. Amendments.

5.1. **Amendments.** The terms of this Master Agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of Lead State and Contractor.

5.2. **Services Within Scope.** Lead State may, upon agreement with Contractor, add or modify Travel Management Services that are within the scope of the RFP to this Master Agreement through a duly executed amendment.

6. Participants and Scope.

6.1. **Requirement for Participating Addendum.** Contractor may not deliver Services under this Master Agreement to a Participating Entity until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Master Agreement Terms and Conditions are applicable to any Request for Services by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Master Agreement Terms altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults, governing law and venue relating to Requests for Services a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Request for Services) used by the Purchasing Entity to request Services.

6.2. **Authorized Use.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual states' statutes are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief

Procurement Official.

- 6.3. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 6.4. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate databases.
- 6.5. **Eligibility for a Participating Addendum.** An eligible entity that is not a state may under some circumstances sign its own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the entity is located. Coordination of requests for such participation is through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; such entity must ensure it has the requisite procurement authority to execute a Participating Addendum.
- 6.6. **Prohibition on Resale.** Subject to any specific conditions included in this Master Agreement or a Participating Addendum, Purchasing Entities may not resell Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 6.7. **Individual Customers.** Except to the extent modified by a Participating Addendum, each Purchasing Entity will follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for its purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Purchasing Entity individually.

7. Services.

- 7.1. **Authorized Purchasing Agent.** All communications concerning administration of Services must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing by the Purchasing Entity.
- 7.2. **Service Order Period.** Requests for Services must be placed prior to the termination

date of this Master Agreement but may have a delivery date or performance period up to 120 calendar days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- 7.3. **Performance of Services.** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Request for Services then outstanding at the time of such expiration or termination. Contractor shall not honor any Request for Services placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Requests for Services from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.4. **Purchasing Entity or Purchasing Entity Resources.** If any Contract or Request for Service under this Agreement requires Purchasing Entity or Traveler to provide any resources, and Purchasing Entity or Traveler fails to provide the requisite quality or quantity of such resources or fails to provide such resources in a timely manner but for a period not to exceed 30 calendar days, Contractor's sole remedy will be an extension of the applicable delivery dates corresponding to the delay caused by Purchasing Entity's or Traveler's failure.
- 7.5. **Establishment of Account.** From time to time, Purchasing Entities may request and work with Contractor to establish a travel account and the applicable documentation and processes permitting Travelers to obtain one or more of the Services described in the Services and Rates attached hereto as Exhibit A.
- 7.6. **Terms of Service.** Any Contractor or third-party terms of service for accounts or other online services are subject to Exhibit D of this Master Agreement unless a Participating Addendum specifies otherwise.
- 7.7. **Requests for Service.** Once an account is established and the Purchasing Entity and Contractor have agreed upon an ordering process, Travelers may order or submit requests for one or more of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity ("Request for Service"). Contractor shall fulfill each Request for Services in accordance with the applicable Contract.
- 7.8. **Transition Services.** Contractor shall at a Participating Entity's option and subject to a written agreement between Contractor and the applicable Participating Entity, provide transition services to support a responsible and secure transition of Services and Purchasing Entity Data to another service provider or to its Purchasing Entities.

8. Compensation.

- 8.1. **Rates and Fees.** Purchasing Entity shall pay Contractor for Services performed and Accepted by a Purchasing Entity including through its Travelers in accordance with a Contract reflecting the rates and fees in Exhibit A, which represent the not-to-exceed prices available to any Purchasing Entity. Purchasing Entity will not pay Contractor for Services performed before the date this Agreement or the applicable Request for Service

or after the termination of this Agreement.

8.2. **Expenses.** Purchasing Entity will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in a specific Contract.

8.3. **Price Renegotiation.** Contractor shall keep pricing specified in Exhibit A fixed for at least the first 12 full months of this Master Agreement. Thereafter, Lead State and Contractor may adjust pricing no more than once annually by written amendment. Contractor shall submit any pricing increase requests to Lead State in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of the Services. The request must show all proposed increases by line item and include supporting documentation acceptable to Lead State. Lead State may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Master Agreement. The increase may not exceed 3% of the price immediately before the increase. Pricing changes will apply to Service Requests entered on and after the effective date of the pricing change.

9. Payment and Invoicing.

9.1. **Payment for Services.** All purchases by a Purchasing Entity must be made using a method of payment listed in this Master Agreement or the applicable Participating Addendum. This includes but is not limited to purchasing cards or travel cards. A personal Traveler's credit card is prohibited, unless allowed under the Purchasing Entity's travel policy.

10. Payment Methods.

10.1. **Generally.** Participating Entity and its third-party provider (i.e. hotel or car rental company) will agree upon the method of payment. Provided, however, that the third-party providers must accept all major credit cards (Visa, MasterCard, Discover, and American Express) and Contractor shall accept all major credit cards (Visa, MasterCard, Discover, and American Express) through its booking tools.

10.2. **Restrictions.** Additional fees, taxes, surcharges, or any other charges must not be assessed to the Traveler when accepting major credit cards for payment unless otherwise stated within this Agreement or Addendum thereto or required by law. Contractor shall not pre-charge estimated room charges or first day or night room charges or rental charges.

10.3. **Billing Dispute Resolution.** A Purchasing Entity's contract administrator may dispute charges by sending Contractor written notice detailing the dispute within 30 calendar days of the date of invoice. Contractor shall investigate the dispute and make appropriate adjustments to the specific account.

10.4. **EFT Transaction Procedures.** Contractor and Purchasing Entity may establish procedures for EFT transactions at the time of account setup. In the event Contractor, during the term for the account, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change

and required information must be received by the Purchasing Entity's contract administrator a minimum of 60 calendar days prior to the effective date of the change. Contractor's failure to provide accurate information in a timely manner may delay payment of amounts otherwise properly due.

10.5. Funds Available and Authorized; Payments. Purchasing Entity's payment of amounts under a Contract is contingent on Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to make payments under the Contract. Purchasing Entity shall not order Services under a Contract unless it has received appropriate funding to meet its financial obligations to such Service requests.

11. NASPO ValuePoint Provisions.

11.1. Applicability. NASPO ValuePoint is not a party to this Master Agreement. The terms set forth in this Section 11 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement with the right to enforce the provisions of this Section 11, NASPO ValuePoint Provisions.

11.2. Administrative Fees.

11.1.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 calendar days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Services under this Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to have been included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

11.1.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

11.2 NASPO ValuePoint Summary and Detailed Usage Reports.

11.2.1 Summary Sales Data. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than 30 calendar days following the end of the calendar quarter (as specified in the reporting tool).

11.2.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Request for Services or Purchase Order identifier/number(s); (5) Request for Services or Purchase Order Type (*e.g.* sales order, credit, return, upgrade, determined by industry practices); (6) Request for Services date (as Purchase Order date); (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than 30 calendar days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

11.2.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

11.2.4 Use of Data. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. Contractor hereby grants Lead State and NASPO ValuePoint a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

11.3 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

11.3.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

11.3.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for a Participating Entity. Plans will include time frames to launch the agreement and confirmation that Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

11.3.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at

the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

- 11.3.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 11.3.5 Most Favored Customer.** Contractor shall, within 30 calendar days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Requests for Services from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 11.4 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel this Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60 calendar day written notice to Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after of the Effective Date of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 11.5 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of this Master Agreement, the terms of which will be the same or similar (and not less favorable) than the terms set forth in this Master Agreement.
- 12 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 13 No Representations.** Contractor shall not make any representations of NASPO ValuePoint's, Lead State's, any Participating Entity's, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.
- 14 Price and Rate Guarantee Period.** All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (30) calendar days prior to the proposed effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient

documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless authorized by Lead State. No retroactive adjustments to prices or rates will be allowed.

15 Compliance with Applicable Law. Any and all Services offered and furnished must comply fully with all applicable federal and state laws, regulations, and executive orders, including the Federal Terms and Conditions set forth in Exhibit C.

16 Inspection and Acceptance.

16.1 Generally. Where a Participating Addendum does not otherwise specify a process for inspection and Acceptance, this section governs. This section does not and is not intended to limit rights and remedies under the applicable commercial code.

16.2 Inspection. All Services are subject to inspection at reasonable times and places during performance of a Contract. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

16.3 Deficiencies. If any Services do not conform to Contract requirements, the Purchasing Entity may require Contractor to perform the Services again in conformity with Contract requirements, at no increase in order amount. When errors or defects cannot be corrected by re-performance, the Purchasing Entity may require Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed.

17 Payment. Payment after Acceptance is normally made within 30 calendar days following the date Services are delivered or the date a correct invoice is received, whichever is later. Subject to applicable law, after 45 calendar days Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Request for Services. Payments may be made via a purchasing card with no additional charge.

18 Warranties.

18.1 Contractor's General Representations and Warranties. Contractor represents and warrants:

18.1.1 Contractor has the power and authority to enter into and perform under this Master Agreement and each Contract.

18.1.2 This Master Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.

18.1.3 Contractor will, at all times during the term of this Master Agreement, be qualified to do business in accordance with the laws of each applicable Participating Entity, professionally competent and duly licensed to perform the Services.

18.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any

federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services will not violate any such law, ordinance, regulation or order.

18.2 Contractor's Performance Warranty. Contractor represents and warrants that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence, and Contractor and Contractor's employees' agents and subcontractors will perform the Services described in this Master Agreement in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services.

19 Intellectual Property Ownership and Licenses.

19.1 Purchasing Entity Intellectual Property means any intellectual property that is owned by a Purchasing Entity, including Purchasing Entity Data described in Exhibit D. A Purchasing Entity Intellectual Property includes any derivative works and compilations of any Purchasing Entity Intellectual Property. Purchasing Entity grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Purchasing Entity Intellectual Property, including Purchasing Entity Data, only to fulfill the purposes of this Contract. Purchasing Entity's license to Contractor is limited by the term and the confidentiality and security obligations of the Contract.

19.2 Contractor Intellectual Property. Contractor Intellectual Property means any intellectual property that is owned by Contractor and contained in or necessary for the use of the Services, and includes any software owned by Contractor, including but not limited to those as described in Exhibit D, documentation, and derivative works and compilations of any Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Purchasing Entities and their Travelers pursuant to the Services. Subject to the execution of a Participating Addendum, Contractor grants each Purchasing Entity a license to use copy display, distribute, and transmit Contractor Intellectual Property embodied in the Services, and to authorize others to do the same on it and its Travelers' behalf, for internal business purposes, as set forth in Exhibit D-1.

19.3 Work Product. Except as specified in Exhibit D for Purchasing Entity Data and in Exhibit C (Federal Terms and Conditions) as applicable, Contractor owns all work product. Such work product is subject to the license in Section 19.2.

19.4 Third Party Intellectual Property means any intellectual property owned by parties other than a Purchasing Entity or Contractor. Third Party Intellectual Property includes but is not limited to the products as set forth in Exhibit D, and derivative works and compilations of any Third Party Intellectual Property. Contractor shall secure licensing for Third Party Intellectual Property necessary for Purchasing Entities to access and receive the Services, and Exhibit D will be deemed to include any additional licenses for Third Party Intellectual Property approved by Lead State.

19.5 No Rights. Except as expressly set forth in this Master Agreement or Participating Addendum, nothing in this Contract may be construed as granting to or conferring upon

Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Lead State, any Participating Entity, or any Purchasing Entity. Except as expressly set forth in this Master Agreement or in a Participating Addendum, nothing in these terms may be construed as one party granting to or conferring upon the other any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

19.6 No Rights in Marks. Neither Lead State, any Participating Entity, any Purchasing Entity, or Contractor grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Master Agreement or a Participating Addendum.

20 Insurance.

20.1 Term. Contractor shall, during the term of this Master Agreement and each Request for Services, maintain in full force and effect, the insurance described in this Section 20. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

20.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers having a rating of BBB- or higher (investment grade) for non-U.S. domiciled carriers, issued by Standard and Poor's (or equivalents issued by other ratings agencies). Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

20.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

20.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

20.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

20.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or that expiration, nonrenewal or expiration otherwise may occur.

20.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

20.6 Participating Entities. Contractor shall provide to Participating States and

Participating Entities the same insurance obligations and documentation as those specified in this Section 20, except the endorsement must be provided to the applicable Participating State or Participating Entity.

20.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within 30 calendar days of the Effective Date of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within 30 calendar days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

20.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

21 Records Administration and Audits.

21.1 Generally. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement, Participating Addendum, and the Services to the extent and in such detail as required to adequately reflect performance and administration of payments and fees. Contractor shall permit Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement, the applicable Participating Addendum, and Services delivered to a Purchasing Entity for the purpose of making audits, examinations, excerpts, and transcriptions.

21.2 Access. Access includes records and Contractor's officers, agents, contractors, subcontractors, employees, and facilities to:

21.2.1 Validate Contractor's written security risk management plan (See Exhibit D), or

21.2.2 Gather or verify additional information required to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.

21.3 Survival. The rights under this Section 21 survive for a period of 6 years following termination of this Master Agreement and each Participating Addendum, or final payment for any Request for Services placed by a Purchasing Entity, whichever is later, or such longer period as is required by a Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

21.4 Overpayments. Without limiting any other remedy available to any governmental entity, Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or a Participating Addendum or underpayment of fees found as a result of the examination of Contractor's records.

21.5 Self-Audit. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring Contractor to self-audit contract

obligations and that permits Lead State to review compliance with those obligations.

21.6 Notice. Access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations.

22 Confidentiality, Non-Disclosure, and Injunctive Relief

22.1 Confidentiality. Contractor and its employees, subcontractors, and agents may, in the course of providing Services under this Master Agreement or a Contract, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees, subcontractors, or agents in the performance of this Master Agreement or a Contract, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor must be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

22.2 Non-Disclosure. Contractor shall comply with Exhibit D, and shall otherwise hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Services. Contractor shall advise each of its employees, subcontractors, and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement or a Participating Addendum, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor shall not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of

this Master Agreement or at Purchasing Entity's request, Contractor shall, upon advance written consent of Purchasing Entity, return to Purchasing Entity or destroy all documents, papers, electronic media, and other matter Contractor holds (including through a third party) that embody Confidential Information. Notwithstanding the foregoing, Contractor may retain copies of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- 22.3 Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 22.4 Purchasing Entity Law.** These provisions apply only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 22.5** The rights granted Purchasing Entities and Contractor obligations under this section also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Purchasing Entity Data relating to Services that identify the entity/customer, Service dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 23. To the extent permitted by law, Contractor shall notify Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.
- 23 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to a Purchasing Entity's public information laws.
- 24 Assignment/Subcontracts.**
- 24.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of Lead State.
- 24.2** Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, and other third parties.
- 25 Changes in Contractor Representation.** Contractor shall notify Lead State of changes in Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. Lead State reserves the right to approve changes in key personnel. Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as the key personnel being replaced.
- 26 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

27 Use Of Subcontractors; Responsibility for Taxes and Withholding.

27.1 Contractor shall not use subcontractors to perform the Services unless specifically authorized as applicable to do so by Lead State, Participating State/Entity or Purchasing Entity. If Lead State, Participating State/Entity or Purchasing Entity requests services in a market outside the United States that Contractor does not have a subsidiary or affiliate that can service, then Contractor must request authorization to provide services through a local partner agency that is part of Contractor's global network and must only use subcontractor(s) as authorized to do so by the applicable Lead State, Participating State/Entity or Purchasing Entity. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Section 18 of this Master Agreement.

27.2 Contractor shall perform all Services as an independent contractor. Although Lead State, Participating State/Entity and Purchasing Entity have the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, Lead State, Participating State/Entity and Purchasing Entity cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Master Agreement. Contractor certifies, represents and warrants that Contractor is an independent contractor under all applicable state and federal law. Contractor is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of the State of Oregon or DAS.

27.3 If Contractor is currently performing work for a state or the federal government or any other entity, Contractor by signature to this Master Agreement represents and warrants: Contractor's performance of this Agreement and any Contract issued hereunder creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (if state or federal agency) would prohibit Contractor's performance of this Master Agreement or any Contract.

27.4 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Master Agreement and any Contract and Purchasing Entity will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Master Agreement or any Contract.

28 Cancellation. Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 calendar days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 calendar days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision does not affect the rights and obligations attending Services outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by Contractor, rights of payment for Services delivered and accepted, rights attending any

warranty or default in performance in association with the Services, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29 Force Majeure. Neither party to this Master Agreement is responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30 Defaults and Remedies

30.1 The occurrence of any of the following events will be an event of Contractor default under this Master Agreement:

30.1.1 Nonperformance of contractual requirements; or

30.1.2 A material breach of any term or condition of this Master Agreement; or

30.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or

30.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 calendar days after the institution or occurrence thereof; or

30.1.5 Any default specified in another section of this Master Agreement.

30.2 Upon the occurrence of an event of default, Lead State will issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days or longer, in which Contractor shall cure the default. Lead State is not required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure does not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

30.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor will be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

30.3.1 Exercise any remedy provided by law; and

30.3.2 Terminate this Master Agreement and any related Contracts or portions thereof; and

30.3.3 Impose liquidated damages as provided in this Master Agreement; and

30.3.4 Suspend Contractor from being able to respond to future bid solicitations; and

30.3.5 Suspend Contractor's performance; and

30.3.6 Withhold payment until the default is remedied.

30.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity will provide a written notice of default as described in this section and will have all of the rights and remedies under this Section 30 regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Participating Addendum, a Purchasing Entity will provide written notice of default as described in this Section 30 and will have all of the rights and remedies under this Section 30 and any applicable Participating Addendum with respect to any Request for Services placed by the Purchasing Entity. Nothing in this Master Agreement limits or may be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31 Waiver of Breach. Failure of Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies does not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Request for Services is not a waiver and may not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Contract.

32 Debarment. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Service are delivered under this Master Agreement or Participating Addendum. If Contractor cannot certify this statement, Contractor shall provide a written explanation for review by Lead State.

33 Indemnification

33.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Lead State, each Participating Entity, and each Purchasing Entity, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of Contractor, its employees, agents, subcontractors or volunteers, at any tier, relating to performance under this Master Agreement, a Participating Addendum, or a Contract.

33.2 Intellectual Property Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Lead State, each Participating Entity, each Purchasing Entity, along with their officers and employees (each an "Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or their use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person

or entity.

33.2.1 Contractor's obligations under this section do not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by Contractor or Contractor's subsidiaries or affiliates;

(b) specified by Contractor to work with the Services; or

(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

33.2.2 The Indemnified Party shall notify Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, Contractor will not be relieved from its obligations unless Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to Contractor. If Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it has control over the defense and settlement of it, subject to applicable law. Further, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at Contractor's reasonable request and expense, information and assistance necessary for such defense. If Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34 No Waiver of Sovereign Immunity

34.1 In no event may this Master Agreement, any Participating Addendum or any contract or any Request for Services issued thereunder, or any act of Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

34.2 This section applies to a claim brought against Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35 Governing Law and Venue.

35.1 The procurement, evaluation, and award of the Master Agreement is governed by, construed, and enforced in accordance with the laws of Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award is governed by, construed, and enforced in accordance with the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement is be governed by, construed, and enforced in accordance with the laws of Participating Entity's or Purchasing Entity's State.

35.2 Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Request for Services or the effect of a Participating Addendum is in the Purchasing Entity's state.

35.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if Lead State is a party; a Participating State if a named party; the state where Participating Entity or Purchasing Entity is located if either is a named party.

36 Assignment of Antitrust Rights.

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out Contractor's obligations under this Master Agreement or Participating Addendum, including, at Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37 Contract Provisions for Request for Services Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Contracts funded with federal funds may have additional contractual requirements or certifications required. Federal terms and conditions are in Exhibit C, and are applicable to purchases made with federal funds unless otherwise stated in a Participating Addendum or in a particular Request for Services issued by a Purchasing Entity for incorporation in a Contract.

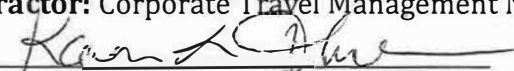
38 Intended Beneficiaries. Except as specified in this Master Agreement, Lead State and Contractor are the only parties to this Master Agreement and are the only parties entitled to enforce its terms. Nothing in this Master Agreement otherwise gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Master Agreement and expressly described as intended beneficiaries of its terms. Note: As set forth on Exhibit D-1, OBT Owner (as defined therein), is a third party beneficiary only as

to the applicable OBT and Exhibit D-1.

- 39 **Severability.** If any provision of this Master Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions is not affected, and the rights and obligations of the parties will be construed and enforced as if this Master Agreement did not contain the particular provision held to be invalid.
- 40 **Counterparts.** This Master Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed constitutes an original.
- 41 **Survival.** All rights and obligations cease upon termination or expiration of this Master Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this section, and provisions regarding definitions, warranties and liabilities, independent contractor status and taxes and withholding, ownership and license of intellectual property, Contractor's duties of confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, and third party beneficiaries.
- 42 **Integration and Merger.** This Master Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 43 **Notices.** All notices required under this Master Agreement must be in writing and addressed to the party's Authorized Representative, as identified below. Mailed notices are deemed received 5 calendar days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. Contractor shall send to Lead State copies of all notices that Contractor sends to a Purchasing Entity.
- 44 **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of its obligations under this Master Agreement, each Participating Addendum, and any Contract.

45. Authorized Signatures:

Contractor: Corporate Travel Management North America, Inc.

By: 

Title: SVP/Gen Pacific Region Date: 3/13/23

**The State of Oregon acting by and through its Department of Administrative Services,
Enterprise Goods and Services, Procurement Services**

By: John ANGLEMASTER

Title: DAS PS Procurement Manager Date: 03/14/2023

Approved pursuant to ORS 291.047 Oregon Department of Justice

By: Ellen Flint

Sr. Assistant Attorney General (GF0605-21)

Date: March 8, 2023

Exhibit A to NASPO ValuePoint Master Agreement
Services and Rates
Travel Management Services Description of Services

SECTION 1: GENERAL MANAGEMENT:

Contractor shall:

1. Have a process for ensuring that only Authorized Users are given access to applicable Supporting Contracts, including the process for new entities to set up an account for services. Supporting contracts will be the first option(s) offered to Travelers, including acceptance of required forms of payment per each supporting contract's terms and conditions.
2. Ensure all Passenger Name Record (PNR) are evaluated for accuracy and completeness at the time of set up.
3. Communicate all travel industry issues to each Participating Entity, Lead State, travel coordinators, and Travelers on a monthly basis or sooner if they are immediately affected. Communicating via email or the online reservation system any travel industry changes to each Participating Entity on a monthly basis or sooner if they are immediately affected.
4. Provide each Participating Entity with a dedicated Airlines Reporting Corporation (ARC) number, International Air Transport Association (IATA) number, and pseudo city code. Contractor is responsible for all associated fees and shall maintain ARC and IATA information at no cost to Lead State or any Participating Entity for the term of the Master Agreement.
5. Have the ability to hold travel reservations on behalf of the Traveler for 24 hours and void tickets within the 24-hour window if allowed by the airline policy, while following the requirements of the Airline Reporting Corporation (ARC).
6. Comply with the Participating States'/Entities' travel policies, when booking travel for Travelers, in accordance with the applicable Participating Addendum.
7. Verify rates and schedules before Traveler's departure date for all tickets issued. In the event carriers reduce fares, or the Participating Entity has negotiated a lower rate, Contractor will search out affected tickets and reissue them at a lower rate but inclusive of all change related fees and costs.
8. If applicable per the Participating States'/Entities' Travel Policy, work with Participating Entities and Travelers to track frequent flyer or reward numbers if provided by the Traveler.
9. Have afterhours contact information for Travelers or Participating Entities to contact Contractor outside of business hours as needed. After hours contacts must be able to assist the Traveler or Participating Entity with at least all the services listed above.

SECTION 2: ONLINE BOOKING TOOL AND RESERVATION PROCESS

Contractor shall provide multiple options for industry-wide recognized online booking tools and allow each Participating Entity to choose the booking tool that provides the best value to them. Each booking tool must be fully supported and maintained for Participating States/Entities to choose from. Contractor shall provide at least Certify (NuTravel), Lightning and Concur booking tools.

Each booking tool must:

1. Allow booking air, car, rail and hotel, designate preferred carriers, incorporate GSA and preferred Supporting Contract rates, allows internet fare search, allows profile maintenance, personal and shared trip templates, is able to comply with each entities travel policies, able to have a hierarchy system for travel arrangers and approvers, and tracks and assist in lowering travel costs. This must include customized applications for approval and advanced planning, so that Participating Entities can customize workflows to meet their needs.
2. Provide real time search and booking capabilities, available 24 hours a day, 7 days a week, with no additional charge to maintain, set up, or customize the booking tool and downtime within agreed upon service level agreements. This must include the ability to have travel arrangers within the Participating States/Entities book travel on a Traveler's behalf.
3. Offer customized applications for approval and advanced planning so that each Participating Entity can customize workflows to meet its needs.
4. Have the ability for Participating Entities, Travelers, travel arrangers, and Contractor to maintain Traveler profiles, with the capability of adding, maintaining user log in, changing or deleting profiles by users. In addition, Contractor shall have the SMART Portal accessible from any device without an application download.
5. Be accessible for viewing and booking on a smartphone or tablet, in addition to a workstation desktop with a 98% up time annually.
6. Contractor shall provide on-line user support i.e. chat support, etc.
7. Online booking tool access must be secure; at least password protected with the ability to create a unique password and contain a ticket and payment authorization system.
8. Fully configurable to show Participating Entity's contracted rates and other travel services if applicable.
9. Provide reservation confirmation screens.
10. Permit the use of online changes to be made by the Authorized Purchaser (primary method) and the Global Distribution System (GDS) (secondary method).
11. Provide capability of saving trips, cloning trip, permit one-way, round trip, multi segments, and multi-traveler reservations.
12. List contracted lodging, air, car rental, and rail suppliers within the online booking tool.
13. Identify all state-contracted airfares and preferred travel vendors with an icon.
14. Permit the use of the major Airlines Reporting Corporation (ARC) (legacy carriers) and non-ARC (low cost carriers [LCC]) participating carriers.
15. Permit the use of online changes and exchanges (change-modify functionality) for non-

ARC participating carriers.

16. Include a secure payment authorization system that allows for multiple billing/payment options for a Participating Entity to have available for its Authorized Users to select from, which must include payment by personal credit card and/or a business travel account (BTA).
17. Support a pre-trip approval process to obtain multiple levels of approval via an automated process, and capture information about travel arrangements at the time of booking, i.e. travel itinerary details and trip approvals.
18. Track and display onscreen to a Participating Entity unused ticket for all airlines by Traveler name, and provide residual value to the Participating Entity or Traveler as part of the booking process.
19. Support Participating Entity-specific policies identifying acceptable and non-acceptable travel rules.
20. Identify and display state certified green hotels with customized icons and sort by priority within the lowest rate available,
21. Ability to direct bookings to embedded or accommodated travel management services (single sign on capability).
22. Provide full content and full functionality with non-ARC participating carriers.
23. Provide the capability to input and transmit a frequent flyer rewards program number at the time of reservation.
24. If requested, by the Participating Entity, be able to provide Travelers records to the Participating Entity for a minimum of 8 years from date of purchase or be able to accommodate a Participating States retention rules. As this information will be the information of record for the Participating Entity.

SECTION 3: CUSTOMER AND AGENT SERVICES

Contractor shall provide professional travel agent(s), and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. Contractor must maintain a Dedicated ARC number if applicable, International Air Transport Association (IATA) number, and pseudo code. Contractor is responsible for all associated fees and must maintain them at no cost to any Participating Entity for the entire term of the Master Agreement. Agent Services must include at a minimum:

1. Processing and issuance of a credit on downgraded exchanged tickets to a Participating Entity originally billed for the ticket. When a Participating Entity applies for a credit, Contractor will promptly process the necessary paperwork and the credit should be applied to the Business Travel Account (BTA).
2. Ability to access state-contracted, discounted airfares and city pairs.
3. Ability to assist Participating Entities to book vehicle and lodging reservations.
4. Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.

5. Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
6. Offering the lowest logistical available rates and fares for all travel reservations. Include confirmation numbers and other pertinent reservation data on the Traveler's itinerary
7. Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.
8. Ensure travel options delivered under the agent assisted transaction fee are identical to those obtained by a Participating State/Entity via the online reservation system.
9. Book preferred seating and other requests for the Traveler, per the Participating State's/Entity's travel policy. The Traveler's preferences are identified in the Traveler's profile.
10. Assistance with and reconciliation and resolution of any problems associated with reservations and tickets (includes air, rail, lodging, bus, motor coach services and car rentals).
11. Ability to have access to a 24-hour seven day a week nationwide toll-free line must be available for emergencies.
12. Provide customer service for all Participating Entities during the hours of 8:00 am to 5:00 pm, time zone to be per the Participating States/Entities time zones. After hours agents must be available 24 x 7 x 365 and have access to all of the Participating States/Entities information, Traveler information, and be able to assist with and book travel. After hours staff must be employees of Contractor, not a third party.
13. Answer phone calls 90% of the time within 20 seconds. The abandon rate must be less than 3%.
14. Investigate any service complaints received and provide a response within 48 hours to the Participating State/Entity or Purchasing Entity.
15. Have staff available via these outlets 24/7: email, phone support, and assistance through a click to dial mobile application (when a mobile application is applicable).
16. Notify Travelers via email, phone or text message confirmation of any itinerary changes in flight, rail, or other travel schedules as soon as Contractor receives the information from the travel supplier, in no event longer than one hour from Contractor's receipt of the information. Any tickets, itineraries, and billings shall be modified or reissued to reflect changes, as necessary. Contractor will make adjustments for any airline schedule changes in travel, unless the airline makes the change at the airport due to a travel issue during travel.
17. Assist Travelers if a flight is sold out at the time of booking, if the Traveler can be and requests to be placed on a waitlist for that flight. If a seat becomes open the Traveler is to be placed on that flight. This applies to non-discounted or lowest cost flights only. Contractor is responsible for communication of wait status to these Travelers via email.

3.1 On-site Agent Services

Contractor shall provide and work with the Participating Entity if on-site professional travel agent(s) including equipment, and software access to book travel and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. These services must be the same services as otherwise described in This Exhibit A, unless otherwise agreed upon by the Participating Entity requesting on-site services. Data available to on-site agents and any booking tool used must adhere to security standards listed in the Master Agreement and any Participating Addendum. On-site services may also require additional physical and public health safety laws, rules, and policies be followed by on-site Proposer representatives.

Required elements for Contractor providing On-Site Agent Services specifically include the reporting Services outlined in Section 7 and the ability to handle high volume of requests, individual travel, group travel domestic and international and the ability to book all types of travel.

3.2 Scheduling and Booking:

Contractor staff and the online booking tool must be available to schedule, book, and ticketing air transportation, rail, rental car, motor coach, busses and hotel reservations, and other travel requirements as necessary, for individual and group Travelers traveling on behalf of a Participating Entity. Scheduling and booking may be done via phone or on-line.

Scheduling and Booking Services must include at a minimum:

1. The ability to access state-contracted, discounted airfares and city pairs.
2. A level of service that can respond to high volume booking during peak times and ensure quality standards of performance are consistently provided.
- 3.
4. Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.
5. Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
6. Offering the lowest available rates and fares for all travel reservations.
7. Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.
8. Assistance with, and reconciliation and resolution of, any problems associated with reservations and tickets (includes air, rail, lodging and car rentals). This could include ensuring Travelers know what documents are required to travel (passport, tourist cards, and other documentation for foreign or domestic travel).

3.3 Ticket Distribution

Contractor shall accurately distribute customized e-ticket itineraries and receipts at time of ticketing or booking, and process paper documents when electronic tickets are not available. Ticket Distribution Services must include at a minimum:

1. A quality control program to ensure reservations are correctly booked and documented, addressing at least: all necessary changes or adjustments in travel documents that may be required due to rescheduling on the part of a Participating Entity or on part of a Traveler prior to the trip or during the trip.
2. Automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest fare that meets the Traveler need.
3. Provide each Traveler and the Participating Entity with a complete electronic trip itinerary.
4. Comply with each Participating Entity-specific travel policies and trip approval requirements as specified by a Participating Entity or Authorized User.
5. Documentation of passenger name record with exception documentation, reason codes, and low fare comparison.
6. Provide booking and other relevant travel information via a mobile application. Examples include but are not limited to iPhone and Android platforms. Other platforms or specific devices may be added by Participating States/ Entities.

SECTION 4: ANNUAL LODGING REFRESH/SERVICES

- 4.1** Annually Contractor shall complete a solicitation process for recruiting and onboarding lodging providers, and management of its hotel directory. The solicitation process must integrate with the On-line Booking Tool and GDS Systems. This solicitation process must include using a system to send out room rate agreements and a central communication push to notify hotels of the opportunity. The annual refresh process should reflect:
1. Sending out instructions and assist hotels with loading their information into the booking tool and the GDS System.
 2. Sending out communications to properties and maintain property directory that can be supplied to participants.
 3. Government rate must be offered by respondents, and lower rates should be further negotiated when possible. If applicable, a Participating Entity may have agreements with hotels/motels for discounted government rates or is able to obtain lower rates than offered by Contractor, Contractor shall obtain such rates or lower rates. For current lodging per diem rates, refer to <http://www.gsa.gov/portal/content/104877>
 4. In the solicitation ask that each hotel includes at a minimum these features and amenities:
 - a. Offer to Travelers and have available GSA per diem rates or lower for Travelers.
 - b. Restaurant on site or nearby.
 - c. Hotel location listed on booking site.

- d. Identify if airport shuttle service is available on state booking site including if there is a fee or not for this service.
- e. Continental or full breakfast included in room rate if applicable to hotel.
- f. Internet services, at no cost preferred.
- g. Business center access.
- h. Meetings rooms available.
- i. No blackout dates and last room available.
- j. Environmentally friendly options are preferred.
- k. Continuing to add hotel price agreements to negotiate state government rates and add to the hotel lodging program.
- l. Lodging reservations, which includes initiating and confirming reservations and confirming the rate at which the reservation is made. When a reservation is completely canceled, Contractor is responsible for canceling the accompanying lodging reservations unless requested not to do so.

4.2 Contractor shall maintain a plan to mitigate lodging provider's unique payment needs if the room is pre-paid by someone other than the traveler. For instance, the need for a third-party credit card authorization form or direct bill account.

4.3 Include additional hotel information and rates on the booking tool system, including at a minimum:

- 1. GSA-Per-diem rate showing on each booking as the first option for Travelers.
- 2. Seasonal per-diem rates and periods (if applicable).
- 3. Year round per-diem rates are preferred.
- 4. Flexible rates and discounted rates for local hotel/motel tax room availability.

4.4 Facilities/hotels with meeting rooms:

For facilities/hotels that have meeting room capabilities, Contractor shall assist a Participating Entity in booking a meeting space. The information that should be available to assist in booking is at a minimum:

- Number of meeting and conference or board rooms.
- Total square footage in meeting rooms, and how many seats fit in each room.
- If catering is available.
- If wireless internet is available in the meeting rooms.

SECTION 5: ADDITIONAL SERVICES DESCRIPTION AND ADDITIONAL ASSURANCES

Contractor shall:

- 5.1** Notify travelers of airport closings, flight status changes, weather delays, or any other travel related delays while the Traveler is in travel status, in a timely manner. Including communication for trips booked with the booking tool online and agent assisted.
- 5.2** Provide duty of care and travel risk services to all Participating States/Entities and Travelers. If a Traveler has booked or is traveling in a high-risk location, Contractor shall notify the Traveler and their employer via email that the Traveler is in a high-risk location(s); for example, security or natural disaster threat. Traveler tracking with giving real time automated warnings and alerts, Travel and risk policy development, global risk analysis reports to the Participating Entity at their request, including pre-trip, while away, and post trip analysis, designation-based training strategy with Contractor staff to assist Travelers, IT Security and compliance testing where applicable, accommodation of Travelers special needs, in-house agent services available 24/7, duty of care is part of business continuity planning, integration with third-party extraction providers.
 - 5.2.1.1 Providing credits or refunds for travel services not utilized within seven (7) days of the cancellation or change.
 - 5.2.1.2 Issue a credit to the Business Travel Account (BTA) on downgraded exchanged tickets to the Participating Entity originally billed for the ticket.
 - 5.2.1.3 Offer and support multiple expense tools to Participating States/Entities to choose from for expense management, with invoicing, expense reporting and automated reimbursement included.

SECTION 6: WEBSITE

Contractor shall develop and maintain a user-friendly website where Authorized Users log in for government travel. The website will direct users to the appropriate travel sites (i.e. online booking tool, reporting tool), provide training, ensure compliance with the applicable Participating State's/Entity's travel policy, include any Participating State's/ Entity specific travel information, forms (if applicable), include single sign on capabilities, FAQ's, travel news, updates and other helpful travel information. The website approach and plan must include customized sub-sites for the following entities at no additional charge:

- 6.1** NASPO ValuePoint Sub-site (including Lodging):
 - 6.1.1.1 Entity and State-specific sub-sites.
 - 6.1.1.2 Access to the NASPO ValuePoint discounted travel agreements (rental car, lodging, etc.).
 - 6.1.1.3 Sub-sites must be configurable to meet a Participating Entity's Authorized User

profiles.

6.1.1.4 List NASPO ValuePoint Lodging Program properties and hotels first preference, and then the Participating Entity contracted hotels.

6.2 NASPO Lodging Only Website:

6.2.1.1 Pursuant to the provisions of this Master Agreement, Contractor, at no additional cost, shall maintain a website for the NASPO Lodging Only program on the NASPO website. The NASPO Lodging Only program is intended for use by Participating Entities/States and Travelers (“Authorized User”). Contractor shall grant each Authorized User a personalized log in for access to the website for booking travel.

6.2.1.2 A Participating Addendum with NASPO is not required for the NASPO Lodging Only Website.

6.2.1.3 Allow access to lodging rates only to other Travel Management Contractor’s through the GDS if requested by a Participating State/Entity and approved by the Lead State. If this is not approved by the Lead State, the requesting Participating State/Entity must obtain a log in from CTM to book Lodging through the NASPO Lodging Only Website.

SECTION 7: REPORTING

Contractor shall provide any reports requested by the Participating State/Entity, in the format requested by the Participating State/Entity. This could include upon Participating State/Entity’s request, Contractor providing customized or other reports, such as: hotel activity report, air activity report, executive summary report, emissions report, and fare savings report. Reports can be run and delivered via email on a customized schedule.

7.1.1 Unused Ticket Reports

At the time of ticketing, ensure credits are used toward new reservations if the credit is cost effective to use and if the Traveler is booking online that the Traveler’s profile will prompt them a credit is available. Carrier fees may apply to the Participating Entity with using these tickets.

10.1.2 Upon request, make name changes and refunds when available.

10.1.3 Process the necessary paperwork and refund an unused refundable ticket less the transaction fee when a ticket is submitted for a refund. Contractor shall credit all refunds back to the original credit card or other payment means originally used to pay for the ticket.

7.1.2 Accounting

Contractor shall ensure reports are available to the Participating Entity/States that include but are not limited to expense tracking, billing codes, vendors, volume, and travelers by state or by agency. These reports can be requested at any time by the Participating Entity.

SECTION 8: IMPLEMENTATION/ONBOARDING AND TRANSITION

8.1 Transition

Contractor shall work with each Participating State/Entity or Purchasing Entity to create a transition plan for ease of implementation of subsequent contractors should the need arise at the end of the Master Agreement term or Participating Entity Participating Addendum term, if applicable. Each Transition Plan should be updated or reviewed annually. The Transition Plan must be agreed upon between the Participating State/Entity and Contractor. Contractor and the Participating State/Entity should both have a copy of the plan, including any agreed upon updates.

Knowledge Transfer: Contractor shall play an important role in providing knowledgeable human resources during any transitional period to ensure uninterrupted operations and availability of the Services and information.

Documentation: Contractor shall make applicable documentation and data available upon request to assist in the execution of any transition plan upon Master Agreement/Participating Entity's Participating Addendum termination or expiration. Contractor is responsible for developing and maintaining documentation at all times during the Master Agreement /Participating Entity.

8.2 Implementation

8.2.1 Contractor shall work with the Participating State/Entity to create an implementation plan that includes but is not limited to:

- A kickoff meeting, setting milestones and timelines
- Service configuration
- Finance and accounting
- Technology
- Infrastructure
- Travel management
- Trainings
- Online Booking tools
- Testing, review, and approval by Participating Entity
- Go live date and ongoing support

8.2.2 Update the implementation plan as needed and tasks are completed.

8.2.3 Assign a contact for the Participating State/Entity to work with and have progress meetings as needed.

8.2.4 Submit the implementation plan to the Participating State/Entity, go over it with them to ensure it meets their need. Make edits as needed or requested.

8.2.4 Once the plan is approved by the Participating State/Entity, move forward with the plan as agreed.

8.3 Re-Implementation

Contractor shall assist each Participating State/Entity in making changes to their travel programs if needed. Contractor shall work with the Participating State/Entity to create a re-implementation plan to accomplish the changes

8.4 Disengagement

Contractor shall assist a Participating Entity in to transition from Contractor's Services to a subsequent solution in accordance with Section 8.1. Contractor will provide a de-implementation plan to cover financials to ensure they are up to date, transition unused tickets, etc. and use commercially reasonable efforts for a smooth transition to the new service provider. Examples of items covered in a de-implementation plan would be the last date Contractor should ticket, what date the traveler profiles should be deleted, what date will the Participating Entity profile be deleted, and if Participating Entity requires any post-termination support such as supporting exchange ticketing.

SECTION 9: DATA MANAGEMENT

Contractor shall adhere to data management practices that comply with at least the following.

9.1.1 Data Management and Security

Contractor shall adhere to a security program that is based on industry best practices and is aligned with NIST 800-53 (Moderate), COBIT, ISO 27001 and 27002, and SSAE 18 guidelines, and the requirements and Contractor representations of this Master Agreement. As part of the security program, Contractor follows a policy, standard and procedure format for establishing, updating, and adhering to policy and procedures for the governance of security and data protection.

Contractor shall provide to the requesting entity a copy of its annual security review of processes and attestation of compliance, specifically including Contractor's SOC 2 Type II reports for its Services, including applications and the associated environments, and PCI Attestation of Compliance (AOC), at the request of Lead State or a Participating Entity.

9.1.2 Profile Data

Contractor shall ensure Purchasing Entity Data including PII and PCI related data is encrypted at rest and during transmission across public networks, including the secure handling of encryption keys, segregation of duties. data retention, and secure key management processes.

Specifically, regarding Purchasing Entity Data that is Traveler profile data, data is retained for active Travelers, per established data feeds with Purchasing Entity(ies)'s human resources (HR) systems, based on active employment with the applicable

Purchasing Entity. In the absence of such HR feeds, profile data is maintained for the life of the Participating Addendum. All Traveler profile data is classified as Client PII in accordance with Contractor's policy and is accorded the highest level of security per Contractor's policy.

9.1.3 System and Data Management

Contractor has an established patch and vulnerability management process that identifies and repairs any gaps or vulnerabilities within Contractor's network and applications. This process is further defined within the policies and standards that are included within Contractor's security program and is assessed during the annual security evaluation and external accreditation processes.

SECTION 10: TRAINING

10.1 Contractor shall provide training at no additional charge to Participating Entities, the Lead State and NASPO ValuePoint, that includes:

1. Online booking tool sessions;
2. Webinars;
3. On-site, video and phone;
4. Reporting;
5. Online user support;
6. Printable user guides/tutorials for travel administrators, travel coordinators, and Authorized Users;
7. Presentations including preparation and planning.

10.1.2 These trainings must highlight step-by step-on how to make a reservation from start to finish, highlight features and benefits of the booking tool and any other components the Participating State/Entity has requested. In addition to delivered reports, designated NASPO ValuePoint or Lead State site administrators will receive training on reporting tools so they can retrieve travel spend data whenever the need arises. All reports or other reporting tool reports can be formatted in PDF format, Excel, Rich Text, or Word.

SECTION 11: BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

11.1 Upon request, Contractor shall deliver to Lead State an "Executive Summary" of its Business Continuity Plan and Disaster Recovery Plan, including in the plan how each booking tool will respond, if separate, ensuring that all critical business needs are met in the event of an emergency or disaster and addressing the following:

1. Data facilities that exceed natural disaster code – including earthquakes and tornados.

2. Fully redundant system, including server build outs, intelligent load balancing, and excess capacity configurations to ensure that failure of a single component does not disrupt the entire environment and ensures communications integrity, in the event one or multiple offices are taken offline.
3. Redundant power, emergency systems, fire detection.
4. Back up and restoration procedures for full recovery of the production environment automated disk to disk and duplication of local disk array to a remote data center
5. Staffing and Communication plans.
6. Pandemic Response procedures and communication plan.
7. Mandatory recovery procedure review
8. Ransomware response plan
9. Business continuity and disaster recovery test plan
10. Contingency Plan for subcontractor / supporting vendor outage or significant incident.

11.2 Contractor shall maintain and update its Emergency and Disaster Recovery Plan as necessary. The plan must address the requirements of this Section 11.2.

11.2.1 Server/Power Failure

Contractor's services must provide multiple locations with back up servers, such that if one office is down another is able to assist, and customers will not see an interruption in services or access to their booking tool(s) and profiles. In the event a disaster or failure happens, Contractor shall work and communicate with the affected Participating States/Entities, Traveler(s), and Lead State's Contract Administrator.

11.2.2 Disaster Recovery Plans

Contractor's Disaster Recovery Plan must include processes and procedures for responding to extraordinary events or circumstances, whether or not foreseeable, beyond the reasonable control of Contractor, including at least the following types of emergencies: Malware / ransomware attack, denial of service, nature events (storms, earthquake, floods, and tornados), public health issues (e.g., pandemics) and hostile government acts and acts of terrorism (911 and the airspace shutdown).

11.2.3 Communication

In the event a disaster or failure happens, Contractor shall work and communicate with the affected Participating States/Entities, Traveler(s), and the Contract Administrator.

11.2.4 Returning Funds during a Disaster incident

Contractor shall provide reasonable commercial assistance to enable Participating States/Entities, Traveler(s), and Lead State to receive a refund or any other appropriate redress from a travel supplier in connection with the Services, per the applicable travel supplier's terms and conditions.

SECTION 12: Reserved.

SECTION 13: PROGRAM OUTREACH AND MANAGEMENT

13.1 Annual Review Meetings

Contractor shall meet with the Lead State's Master Agreement Contract Administrator at least annually to go over the program performance.

13.2 Program Outreach

Contractor shall promote the use of the Master Agreement, including but not limited to what opportunities and/or challenges does Contractor see in working with NASPO ValuePoint, steps to increase on-line booking usage and what goals Contractor has to meet in the first year if awarded a contract.

SECTION 14: RATES

Service

Fee per Transaction

Full-Service agent Booking Fee: \$18.00

Hotel and car only agent assisted booking fee: \$5.00.

Online Booking (unassisted) Fee for CTM's Lightning Tool (can access the tool through CTM Portal): \$3.00

Online Booking (unassisted) Fee for NuTravel, Concur and GetThere (can access the tool through CTM Portal): \$5.00

Online Booking (agent assisted) Fee: Reverts to Full-Service agent Booking Fee (\$18.00)

After Hours agent fee: \$15.00

Online Direct Connect: \$6.00

VPay Client Credit Card (per Hotel Bill) (via CTM Hotel Bill): \$6.5

CTM Approve (this the automated pre-trip approval process where a Participating Entity can indicate which reservations they want to have approved; and when a reservation requires approval in order to be ticketed, Contractor will identify that, and an email is sent to the listed approver to either accept or decline the requested reservation (Approval Systems): \$1.00 per transaction

Human Resources Fee for Concur only (one time set up fee) \$3,000.00 and up, with the fee amount set forth in the applicable Participating Addendum.

Single Sign On (SSO) for Concur only (one time set up charge): \$1,500.00 and up, with the fee amount set forth in the applicable Participating Addendum.

Additional Services provided by Contractor via Contractor's portal at no extra cost to the Participating Entity/Traveler

1. CTM Portal (this is the portal where a Participating Entity will access reporting for its travel program and access to the OBT as well)
2. CTM Tracker and Risk and Alerts (this provides the automated tracking and the risk notifications that are sent to impacted Travelers)
3. CTM Forecaster (part of the technology for budgeting for trips; it is accessed through CTM Portal)
4. CTM Hotel Bill (Contractor's automated billing application)
5. CTM Data (this displays the travel data which an Authorized User can access through CTM Portal)

Exhibit B NASPO ValuePoint Master Agreement

SAMPLE PARTICIPATING ADDENDUM

Form Participating Addendum

NASPO ValuePoint

PARTICIPATING ADDENDUM

Travel Management Services

Lead by the State of **Oregon**

Master Agreement #:



Contractor: Corporate Travel Management North America, Inc.
(Contractor)

Participating Entity: **State of XXXXX**

1. **Scope:** This Participating Addendum (“Addendum”) covers the acquisition of **Travel Management Services**.

- **Removable Example:** All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.
- The following Services are not included in this Addendum:
 - Removable Example: Product modifications.
 - Removable Example: Installation services.

Master Agreement Terms and Conditions:

2. **Participation:** [**Removable Instruction:** Participating Entities should ensure this section properly defines the scope of participation.] This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of [xxxxxxx]. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Removable Instruction]: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

- 5. Purchasing Entity - Contractor Selection: This Addendum is not exclusive; Purchasing Entities may acquire the Services from other providers.
- 6. Request for Services: Any Request for Services placed by a Purchasing Entity for a Service available under this Addendum will be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the resulting contract agree in writing that another contract or agreement applies to such Request for Services.
- 7. Participating Addendum Integration: This Addendum and the Master Agreement and their exhibits and attachments, set forth the entire agreement between Contractor and Participating Entity with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified in this Addendum and the Master Agreement and their exhibits and attachments. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement prevail and govern in case of any attempted modifications or inconsistent terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
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Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tara Larwick
Telephone:	720.551.9530
Email:	tlarwick@naspovaluepoint.org

Please email fully executed PDF copy of this document to:

PA@naspovaluepoint.org

Exhibit C to NASPO ValuePoint Master Agreement

PROVISIONS REQUIRED BY FEDERAL LAW

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, 136), or other federal provisions, and without limiting the generality of Section 15 of the Master Agreement, Contractor shall comply and, as indicated, cause its subcontractors to comply with the following federal requirements. For purposes of this Master Agreement and all Requests for Services, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally assisted construction contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. **Clean Air, Clean Water, EPA Regulations.** Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Participating Entity, Lead State, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
 - 2.1. Contractor shall report each violation to Participating Entity and Lead State and understands that each will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
 - 2.2. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
3. **Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
4. **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the

purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

5. **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
6. **Truth in Lobbying.** By signing this Master Agreement, Contractor certifies, to the best of Contractor's knowledge and belief that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, 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.
 - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - 6.4. This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - 6.5. No part of any federal funds paid to Contractor under this Master Agreement may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

- 6.6. No part of any federal funds paid to Contractor under this Master Agreement may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 6.7. The prohibitions in Subsections 6.5 and 6.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 6.8. No part of any federal funds paid to Contractor under this Master Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
7. **Recycled Materials.** In the performance of the Services, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the performance schedule, (ii) meeting Master Agreement and Contract performance requirements, or (iii) at a reasonable price.
8. **Drug Free Workplace.** Contractor shall comply with the Drug-free Workplace requirements in subpart b (or subpart c, if an individual) of 2 CFR subtitle B, Chapter XV, Part 1536, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (pub. L. 100-690, title v, subtitle d; 41 u.s.c. 701-707) . Contractor acknowledges:
- 8.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- 8.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 8.3. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.
- 8.4. Contractor certifies that it will provide drug-free workplaces for its employees.

9. **Audits; Access to Records.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Master Agreement and applicable state or federal law.
 - 9.1. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Master Agreement, with the applicable audit requirements and responsibilities set forth in the Subpart F of [2 CFR part 200](#) (for audits for fiscal years beginning after December 26, 2014).
 - 9.2. Records must be available as provided in Section 24 of the Master Agreement.
10. **Debarment and Suspension.** Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:
 - 10.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 10.2. Contractor has not within a three-year period preceding the Effective Date of this Master Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 10.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and
 - 10.4. Contractor has not within a three-year period preceding the effective date of this Master Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
11. **Americans with Disabilities Act.** Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC §12131 et. seq.) in the construction, remodeling, maintenance and operation of any

structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.

12. **Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC §6081 et. seq.).
13. **Educational Records.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 USC §1232g; 34 CFR Part 99).
14. **National Voter Registration Act.** Contractor shall comply with the agency-based voter registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered to applicants for public services.
15. **Servicemembers Civil Relief Act.** Contractor shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 et. seq.).
16. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Master Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Services: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 USC 14402.
17. **Whistleblower Protection Act.** Contractor shall comply with the requirements for whistleblower protections (as applicable) at 10 USC §2409, 10 USC §4712, 10 USC §2324, 41 USC §§4304- 4310.
18. **US Patriot Act of 2001.** Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 USC §175-175c.
19. **Rehabilitation Act of 1973.** Contractor shall comply with requirements of Section 503 and Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended.

20. **Trafficking Victims Protection Act of 2000.** Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 USC §7104.
21. **Age Discrimination Act.** Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 USC. §6101 et. seq.).
22. **Buy American and Hire American.** Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.
23. **Use of Logos.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. **False Statements.** Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Master Agreement and all Contracts.
25. **General Provisions.** The federal government is not a party to this Master Agreement or any Contract and is not subject to any obligations or liabilities to Participating Entity, Lead State, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit D

Security Requirements and Rider to Terms of Service

1. **Applicability.** This Exhibit D applies to Contractor's collection, creation, storage, transmission, and use of Purchasing Entity Data, including through online, on-premises, or mobile software and services. The specifically includes the "CTM Proprietary Products" listed below and the Concur and Sabre online booking tools that Contractor offers to Purchasing Entities and their Travelers to receive Services, including related intellectual property (such as documentation) and support to be provided as a service by Contractor and its subcontractor OBT Owners.

CTM Proprietary Products:

- a. **Virtual Card:** A virtual credit card is a unique, 16-digit number tied to a single travel transaction and issued for a specific dollar amount. It can be used to pay travel vendors, such as hotels, car rentals and airlines.
 - b. **Approve:** Approve is a solution designed to send travel related information to a pre-defined list of approvers within an organization with the intent of seeking their approval or denial of a travel reservation prior to purchase.
 - c. **Portal:** Portal is a website designed to house company travel specific content as well as provide links to additional services such as profile management, online booking tools, data management, invoices, etc. This is also the target destination for single sign-on (SSO) integration with a customer.
 - d. **Forecaster:** Forecaster is a widget within the Portal that allows travelers to view flight options on a grid type display that shows them ticket prices over a period of time so they can visually see higher and lower rates based on departing timelines.
 - e. **Hotel Bill:** Hotel Bill is a product that submits hotel pre-payment or virtual card information to a hotel on behalf of a traveler thereby reducing the exchange of credit card information between travelers, travel agents, and hotels.
 - f. **Data:** Data is the reporting solution associated with either pre-trip information or post-ticketing financial transactions. The reporting solution is typically comprised of dashboards and traditional business intelligence reports that are accessed online or pushed to a recipient's email address.
2. **Agreement and Interpretation.** This exhibit supersedes any provision to the contrary in any terms and conditions for online, on-premises, or mobile software and services products that Contractor offers to Purchasing Entities and their Travelers, including the OBT Terms of Service (TOS) which are attached to this Exhibit D as Exhibit D-1.
 - 2.1. In the event of any conflict between a Participating Addendum (including as amended), the Master Agreement (including this exhibit and as amended), the TOS, updates to the TOS published by Licensor on or after the effective date of the Master Agreement or applicable Participating Addendum (including updates to any policy referenced in the TOS), and any terms presented to an end user in a 'click wrap' 'click through' or similar end user agreement, the conflict will be resolved in that order.

- 2.2. No additional terms are enforceable against Lead State or a Participating Entity unless this Master Agreement is amended in accordance with its Section 5 and agreed upon by a Participating Entity in accordance with its Participating Addendum.
- 3. Ownership of Purchasing Entity Data.** Any information Contractor or its employees or agents receives or creates relating to a Purchasing Entity or its Travelers (Purchasing Entity Data) is owned by Purchasing Entity. Purchasing Entity hereby grants Contractor a license to use Purchasing Entity Data to fulfill the purposes of the Contract, and otherwise only as specifically described in the Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Purchasing Entity Data to Purchasing Entity. Upon request by Purchasing Entity, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve, or enable Purchasing Entity to enforce, its rights with respect to Purchasing Entity Data.
- 4. Privacy and Security Training.** Contractor shall ensure its employees, agents, and sub-contractors receive periodic training on privacy and security obligations relating to the Services.
- 5. Limited Purposes.** Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of the Services.
- 6. Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
- 6.1. Purchasing Entity Data may be used to fulfill Contractor’s legitimate business purposes (e.g., Contractor is required to maintain certain information that may be considered Purchasing Entity Data in order to comply with its recordkeeping obligations under the data retention requirements of the Airlines Reporting Corporation (“ARC”)) or as may be required by law. Contractor shall limit the use, disclosure, transmittal, or storage of Purchasing Entity Data to the specific reason requiring retention of Purchasing Entity Data, and the protections of this Master Agreement extended for so long as Purchasing Entity Data is retained by Contractor. Once the reason for retention of Purchasing Entity Data has expired, Contractor shall destroy Purchasing Entity Data in accordance with Section 10 of this Exhibit D.
- 7. Privacy Protections.** Purchasing Entity Data may include information subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and sub-contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain

protections required by law or a Contract for any retained Purchasing Entity Data for so long as Contractor (including through any third party) retains it.

- 8. Access.** Contractor shall not suspend or allow the suspension of a Purchasing Entity's access to its data at any time during the term of the applicable Participating Addendum or the post-termination access period.
- 9. Post-Termination Access to Purchasing Data.** Upon termination (including by expiration) of the Master Agreement or a Participating Addendum, Contractor shall, at Lead State's discretion, either return all affected Purchasing Entity Data to the applicable Purchasing Entity (or delegate, including under any transition plan agreed upon under the Master Agreement) in an agreed-upon format, or ensure each affected Purchasing Entity has access and the ability to retrieve its data for at least a 90 calendar day period following termination. This 90-day period will be at no additional charge to any Purchasing Entity.
- 10. Sanitization.** Subject to Contractor's record retention obligations under this Master Agreement and Section 10.1. and each applicable Participating Addendum, Contractor shall not retain any copies of Purchasing Entity Data following the post-termination access period referenced in Section 9 of this exhibit without the Purchasing Entity's written authorization. Contractor shall notify Lead State and each applicable Participating Entity of any conditions that make returning all Purchasing Entity Data not feasible. Upon Purchasing Entity's written acknowledgement that returning all Purchasing Entity Data is not feasible and its consent, Contractor shall purge or destroy retained Purchasing Entity Data in all its forms (including copies of returned data, and data held by third parties) in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and provide Purchasing Entity with written certification of sanitization.
 - 10.1. The obligation to destroy or return such Purchasing Entity Data will not apply to electronic copies stored pursuant to Contractor's record retention policies and obligations ("Backup Copies"). Contractor will not be required to erase electronically stored Purchasing Entity Data that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law, (i) its personnel whose functions are not primarily information technology do not access such Backup Copies and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). Contractor shall maintain protections required by law or a Contract for such Backup Copies for so long as Contractor retains them.

11. Notifications.

- 11.1. Security Incidents, Breaches and Potential Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy that actually or potentially impacts the Services or Purchasing Entity Data, Contractor shall notify Lead State and each affected or potentially affected Participating Entity and Purchasing Entity

of the security incident, breach, or potential breach immediately, and in no event more than 24 hours following discovery or notification. Breaches include a failure to comply with Contractor's confidentiality obligations. If Purchasing Entity determines that a breach requires notification of impacted individuals, or other notification required by law, such Purchasing Entity will have sole control over the notification content, timing, and method, subject to Licensor's obligations under applicable law.

- 11.2. **Requests for Purchasing Entity Data.** In the event Contractor or its subcontractor(s) receives a third-party request for Purchasing Entity Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.

12. Security and Hosting.

- 12.1. **Compliance with Laws, Regulations, and Policies.** Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations and Purchasing Entity policies governing use and disclosure of Purchasing Entity Data including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
- 12.1.1. Current Payment Card Industry Data Security Standards (PCI DSS).
 - 12.1.2. Compliance with at least NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53).
 - 12.1.3. For Lead State, the Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628.
- 12.2. **Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Purchasing Entity Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.
- 12.3. **Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required for the Services is documented in a security risk management plan. Contractor will make its plan available to Lead State for review upon request.
- 12.4. **Hosting Services.** Services are provided via hosting services located within the continental United States. Contractor shall not transfer or materially modify these hosting services without advance written consent from Lead State.
- 12.5. **Third Party Audit.** Contractor shall ensure it and its subservice organizations undergo annual examination from an independent auditor to assess the Services'

compliance with at least SSAE 18 (SOC 2 Type II). Contractor shall provide an exact copy of the most recent examination results report to Lead State upon request.

12.6. Security Logs and Reports. Contractor shall allow Purchasing Entity access to security logs that affect the Services or Purchasing Entity Data. This includes the ability for Purchasing Entity to request a report of the records that a specific user accessed over a specified period of time.

Exhibit D-1

OBT Terms of Service (TOS)

This Exhibit D-1 is a subpart of Exhibit D. For purpose of this Exhibit D-1, "Client" means Lead State, Participating State/Entity or Purchasing Entity, as applicable.

1. Access and use of the online booking tool ("OBT") to make an online booking with a travel supplier via travel supplier's website is restricted to Client's own internal business purpose. The owner of the OBT ("OBT Owner") (e.g., CTM in the case of Lightning, Concur Technologies, Inc. in the case of Concur, Sabre in the case of GetThere, etc.) owns and retains all right, title, and interest in and to the following (collectively, "OBT Property"): (a) the OBT (including all site set up and configuration), and all marks, software, hardware, technology, documentation, and confidential information provided by OBT Owner in connection with the OBT; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by OBT Owner during its performance of providing the OBT to Client under this Master Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in subsections (a) and (b) above.

2. OBT Owner warrants that the OBT, when used for its intended purpose and in accordance with these TOS, does not infringe upon any intellectual property right of any third party. Except as otherwise expressly authorized herein, the non-exclusive rights set forth in these TOS are the entirety of Client's rights in connection with OBT Property.

3. By using the OBT to make online bookings with travel suppliers: (a) certain booking data and Confidential Information of Client Traveler will be disclosed to the applicable travel supplier website as determined by Client or Client Traveler, including, but not limited to, Client Traveler's name and profile information, including credit card data; and (b) Client is subject to all applicable travel supplier website terms and conditions, including terms of use, privacy policies, restrictions, and applicable change and cancellation policies.

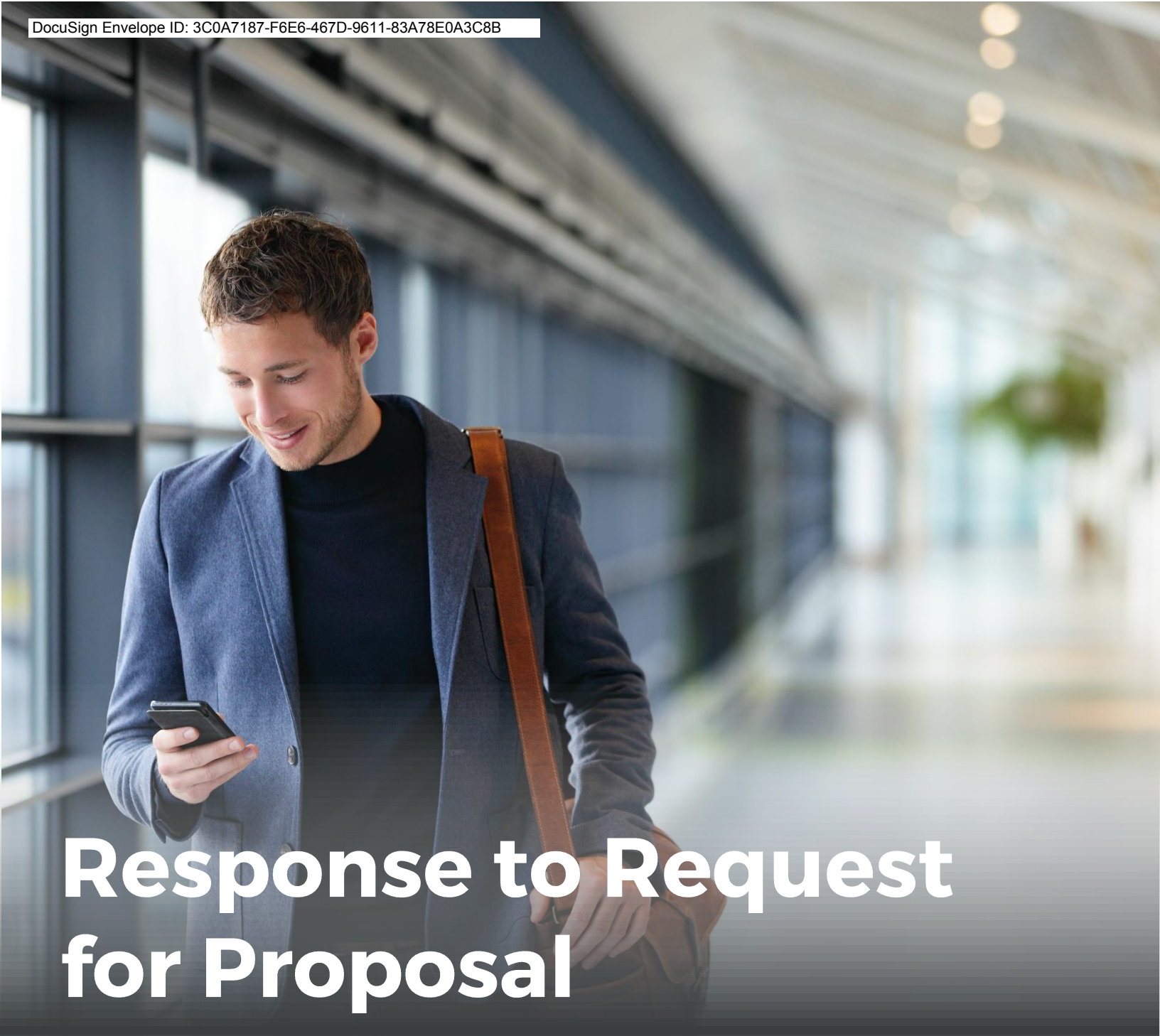
4. In connection with Client's use of the OBT to make online bookings with travel suppliers, OBT Owner does not guarantee and is not responsible for: (a) the quality or performance of the travel supplier services or non-fulfillment by the applicable travel supplier; (b) the information contained in the travel supplier website (e.g., fares, rates, availability, etc.); (c) the accuracy of the content of the travel supplier website; (d) the security of Client's Confidential Information that resides in the travel supplier website (e.g., Client Traveler's name and profile information, credit card data, etc.); (e) changes and/or cancellations of services by a Client Traveler, including, but not limited to, lost tickets, fraud, obtaining possession of the applicable ticket (paper ticket or electronic ticket) from the applicable travel supplier; (f) ensuring that any purchases made are in accordance with Client's policies, procedures, and guidelines or for resolving any disputes with Client's employees and agents related thereto; or (g) payment for purchased products or services (and associated service fees).

5. Client shall not directly or indirectly do any of the following: (a) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any OBT Property or any rights under these TOS, including without limitation any access or use of any OBT Property on a service bureau basis or for any processing services beyond the scope specified in the contract(s) associated with these TOS (such as for any third parties on a rental or sharing basis); (b) use, or otherwise disclose to any third party, any OBT Owner confidential information; (c) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the OBT; (d) copy, modify, or prepare derivative works of OBT Property except as authorized for Client's business purposes; (e) reverse engineer, decompile, disassemble, or attempt to derive source code from any OBT Property; or (f) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any OBT Property.

6. Client will comply fully with all relevant export laws and regulations of the United States to assure that neither the OBT, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

Upon the termination of the services related to these TOS: (a) if Client seeks to continue to use the OBT, CTM will release the OBT back to OBT Owner which OBT Owner can then assign either back to Client directly or to Client's new travel management company (only applies if a third-party OBT and not Lightning); or (b) if Client seeks to discontinue use of the OBT, Client will discontinue any further use of and, subject to Client's recordkeeping obligations and applicable public records requirements, will destroy or return to OBT Owner all copies of the OBT and its related documentation within agreed upon timeframes.

7.1 Contractor represents and warrants that it is obligated under its agreements with third party OBT Owners that such owners must be named as third-party beneficiaries for purposes of this section. OBT Owners named in Section 1 of this Exhibit D-1, who are not Contractor, are each a third party beneficiary of the provisions of this Section 7 of this Exhibit D-1 to this Master Agreement . Third party beneficiary rights and obligations are subject to the terms and conditions of this Master Agreement, and Contractor shall ensure that Lead State, Participating States/Entities and Purchasing Entity receive the benefit of the bargain under this Master Agreement as to any claims made by such third party beneficiaries.



Response to Request for Proposal

RFP Number S-10700-00001827

Travel Management Services

Curated Response from Corporate Travel
Management



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Required Enclosures:

- Attachment B – Disclosure Exemption Affidavit
- Attachment C – Proposer Information and Certification Sheet
- Attachment D – Reference Check Forms
- Attachment E – Certified Disadvantaged Business Outreach Plan
- Attachment F – Responsibility Inquiry

Supplemental Enclosures:

- Exhibit A – Sample CTM Implementation Approach
- Exhibit B – CTM Innovation Solutions for State Government Travel

3.4 ROUND 1 PROPOSAL REQUIREMENTS

3.4.1 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Please see [Attachment C – Proposer Information and Certification Sheet](#), included with our response.

3.4.2 References

Please see [Attachment D – Reference Check Forms](#) for responses completed by CTM clients, as requested.

3.4.3 Technical Requirements

Key Person(s) and Company History

3.4.3.1 Provide a resume for each proposed Key Person showing 5 years of experience in the last 7 years, corporate travel management business industry and the handling of accounts at least \$5,000,000 in annual corporate volume. Include a description of a clear understanding and relevant experience of managing this type of Service.



*Karen McGilvray,
SVP/GM*

Karen McGilvray, SVP/GM, oversees the account management and operations of the NASPO account. Karen’s extensive background in travel account management—paired with exceptional communication skills, technical aptitude, and tenacious spirit—allow her to lead successful operating teams and drive client goals. Karen has overseen NASPO account operations since 2017.

Karen is responsible for sales, operations, and account management for the NASPO account, including P&L and staffing, and she has ultimate client retention responsibility.

The CTM portfolio under Karen’s oversight includes government accounts varying from \$1M up to \$60M in air spend. Working under Karen’s direction is **Keri McDonald**, Account Manager for NASPO.



*Keri McDonald,
Account Manager*

Keri has been instrumental in supporting NASPO and other state entities. Her portfolio includes NASPO, lead State of Oregon, as well as small corporate organizations in the Pacific Northwest. Based in Portland, Oregon, Keri will continue to lead the NASPO account with strong government knowledge, as well as consultative sales, financial, and operational acumen.

Keri has a strong background in corporate and government travel programs to draw on in supporting NASPO. Her diverse experience includes agent operations, executive service, event management, and—for the last 8 years—account management.



*Adele Howell,
Exec Dir. Operations*

Additionally, you will receive key operational support from **Adele Howell**, Executive Director, Operations. Adele has more than 25 years of direct experience servicing government travelers and has been with CTM since 2013.

Adele and her team deliver outstanding services to our government clients every day. Her team members average 20 years’ experience in corporate, government, and international travel, including an average of seven years’ tenure with CTM. Adele and our government team are experienced, creative, and flexible.

Our consultant teams offer extensive knowledge of agent and traveler productivity technologies, including online booking tools and integrations. They demonstrate a proven ability to offer exemplary customer service and to exceed customer expectations every day. You will find broad knowledge of federal regulations regarding travel arrangements and documentation, including the ability to translate travel policies with cost effectiveness always in mind.

Together, the CTM team's knowledge and experience with state travel is not only a perfect fit to continue serving NASPO and participating states, but also to promote the program and encourage adoption among other state procurement professionals as well.

A brief company history, not to exceed 3 pages, that includes locations, number of employees, gross sales, and number of corporate/government accounts. For purposes of this Section, "gross sales" means that total invoice value of sales before deducting discounts or making allowances for returns, or other adjustments.

Corporate Travel Management (CTM) is an award-winning global provider of innovative and cost-effective travel solutions spanning corporate, events, leisure, loyalty, and wholesale travel. The company's proven business strategy is underpinned by personalized service excellence and market-leading technology solutions that deliver a return on investment to clients.

Our unique blend of customer service and innovative technology drives exceptional value at every step of your journey through:

- Greater savings
- Improved efficiencies
- Maximum safety

We develop highly customized travel management solutions that make a real difference to businesses across the globe. No matter the size of your travel spend or how complex your travel needs, we will deliver a tailored solution that works for you.

CTM is home to over 1,200 travel professionals in the US operating from CTM offices, client offices, and virtual locations coast-to-coast. We currently serve more than 3,000 customers in North America. CTM reported \$7.8 billion in global travel volume in 2019, and is in a strong financial position moving into the post-pandemic period. CTM is financially secure, debt-free, and in a cash positive position. This stability brings confidence in our ability to deliver on our proposed solutions. In our recent mid-year results, we confirmed a return to positive EBITDA and a strong outlook on our future.

Our core offering of business travel management is supplemented by centers of excellence offering specific Government Travel expertise. Through our Government Travel teams, CTM manages more than \$75M in annual travel spend from government entities, representing approximately 5% of our total transactions (forecast in current environment). We serve thousands of state travelers and their unique requirements.

Since inception, CTM has expanded through a model of controlled growth through acquisitions and new operations to better service existing clients' needs. Our Denver office established the CTM brand in North America in 2012, and through the CTM growth model, we are now the 4th largest travel agency in the world.

We are a proud long-term partner to NASPO and have helped the organization grow and evolve through excellence in travel management. First as WSCA, now as NASPO ValuePoint and as lead by the State of Oregon, we understand the goals and initiatives of each unique state entity and can

combine that personal attention with the ability to negotiate greater savings for all NASPO organizations. We look forward to continuing service to NASPO and welcoming new participants to the program.

From the early days—when our team helped the original WSCA organization develop the model for shared travel purchasing power—to the current NASPO solution serving thousands of state travelers across the nation, we have earned our stripes by supporting unique government travel operations. We are the best choice to assist NASPO in taking a mature model and introducing modern technologies that support emerging trends in travel management and the current needs of participating states.

Our CTM SMART Technology offering will continue to support specific travel procurement process across diverse NASPO branches and entities, while increasing transparency and decision-making ability at all levels. CTM Portal will continue to attract new entrants, adapting to each user and offering a variety of planning and booking tools that enable confident and cost-conscious reservations. Robust data analytics are available to authorized staff, including the latest dashboard and analytical tools in the market.

We aim to utilize our shared history to create a shared future, making available new and industry-changing tools available to NASPO and your participants. By pairing our expertise with our latest proprietary technologies, we will be able to offer a wider array of customization options to your participants while driving overall program marketability and usability through the latest modern tools.

Our history of serving NASPO and working to develop solutions for each unique participating state demonstrated our ability to meet the needs of the organization and your participants. Our latest developments and technology products, including planning and risk enhancements and Lightning—our proprietary online booking tool—will continue bringing value to NASPO participants.

A description of Proposer's handling of accounts with at least \$5,000,000 in annual corporate travel volume each year, in 2018 and 2019.

We are home to more than 60 accounts with travel volumes over \$5 million annually, and our largest state agency contract exceeded \$60 million in travel spend prior to the travel downturn. We currently serve dozens of clients with travel spend of \$5 million or more, including at least 50 in the \$5 – \$20 million range.

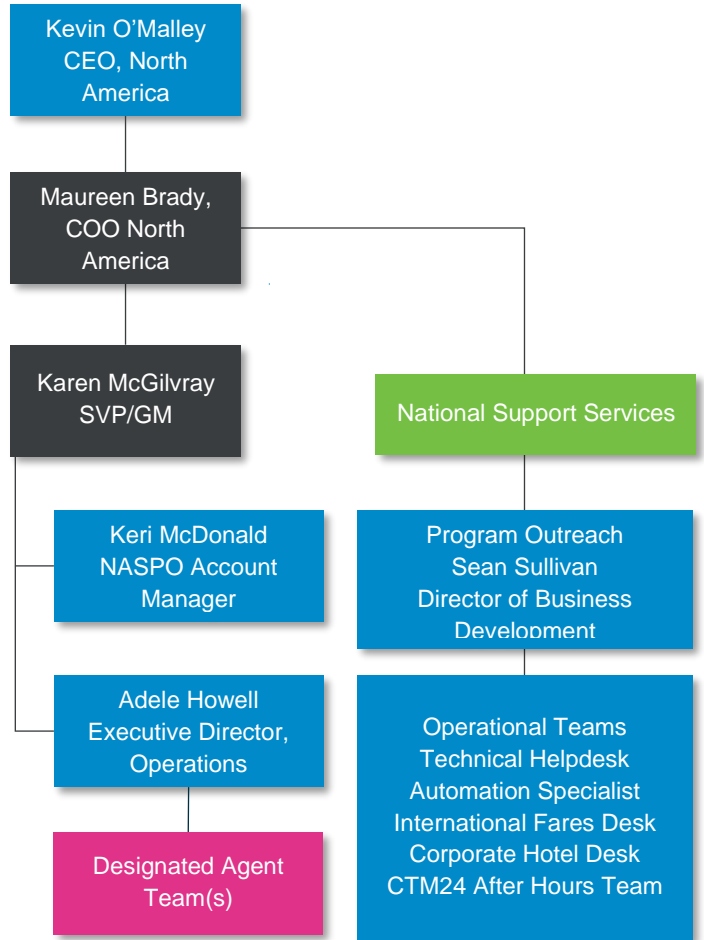
We provide an expert team of government travel experts, as well as consultative account management specifically tailored to government entities, to each unique participating NASPO entity. Our services include online and offline booking, booking tool customization and administration, compliance to government regulations, such as FAR and Open Skies, robust customized and self-service reporting, targeted account management, traveler trainings, and much more.

CTM maintains an operational excellence division specializing in government-funded travel programs. These experts cater to state and local municipalities and other organizations that must comply with federal regulations related to travel funding. This team is led by Karen McGilvray, SVP/GM. Together with her team, Karen will continue to offer customized service to NASPO and each unique entity.

We propose to continue serving NASPO participants through dedicated team(s) of government travel experts with support from specialty departments. Participating states with high-volume programs will be offered customized team solutions, while smaller participating states will receive support from our corporate teams in the CTM region in which they are geographically aligned. This is evaluated on a case-by-case basis.

Our government experts have an average of 20 years' experience in corporate, government, and international travel, including an average of seven years' tenure with CTM. Our government team are experienced, creative, and flexible. CTM will increase and decrease the staffing of this team in accordance with actual travel volumes and can appoint specifically designated teams for required participating entities when requested as part of the individual contracting process.

CTM looks forward to introducing NASPO to the latest CTM capabilities and technology tools that will future-proof your program for the next generation of travelers. We will take the opportunity to refresh your account, engage new participants, and deliver momentum to help NASPO continue encouraging adoption among other states.



3.4.3.2. Staffing

Describe Proposer’s continuing education plan for staff, how they keep up to date with travel industry changes, trends, and an organizational chart indicating the proposed staffing configuration. The proposed staffing configuration must include the number of travel agents, based on estimated volume of travel, with a description of how Proposer will configure services for Participating Entities and Authorized User accounts.

Agents are required to complete a minimum of 40 hours of training upon hire, as well as attend a minimum of 8 hours of ongoing training and career development per week. This training includes GDS courses, including international reservations, online booking systems, government travel regulations, CTM technologies, integrated technologies (approvals, etc.), customer service and CTM policies, and supplier and industry trends. Agents also receive training specific to the NASPO travel program and the unique program parameters of each participating state.

CTM serves the main NASPO account through our Government Travel Division. We offer each entity a shared agent services team, customized online booking, and robust online booking tool options. Staffing models are determined based on participating state volume. We estimate appropriate staffing based on anticipated transactions, with projections including travel volumes and online adoption goals of each entity. For example, we estimate each agent should be able to support 2,500 domestic transactions per year. We adjust that estimate based on international patterns and the complexity of account service to each participating state and allocate staffing to designated teams as needed.

3.4.4 Travel Management Services

3.4.4.1 General Management

Describe Proposer’s general management approach, including specifically:

- **The process for ensuring that only appropriate Authorized Users are given access to applicable Supporting Contracts, including the process for new entities to set up an account for services.**

Client accounts loaded under the NASPO purchasing organization will have access to appropriate contracts and savings opportunities through GDS access and online booking tool integration. Entities can also have unique contracts and agreements loaded specific to their individual account, as well as access to NASPO agreements. Travelers are directed to the lowest fare using the most beneficial agreement for their unique organization.

For example, a traveler may see a NASPO negotiated hotel rate, a state-negotiated hotel rate, and a CTM program hotel rate for the same reservation. The traveler will be directed to the lowest option available to them, with volume reporting to support the cooperative hotel purchasing effort.

When engaging new state implementations, we generally recommend a process that includes an HR feed to authorize state travelers, either on a one-time basis or on a recurring basis to support new users. CTM also works with individual states that have chosen a registration process that requires authorization either by a state authorizer or parameters given to CTM for approving. CTM administrators can also remove any unauthorized travel staff at your request.

These parameters are customized to each state entity and include online booking access and the current lodging-only booking site, as well as access to all applicable contracted rates open to each traveler.

- **Ensuring all Passenger Name Record (PNR) are evaluated for accuracy and completeness.**

We are committed to providing quality "get-it-right-the-first-time" service through experience, extensive training, and quality control systems, which help us achieve the standards you expect. We invest in training and retraining personnel to ensure they are up to date with the developments in our industry and the requirements of a varied client base.

Our quality assurance and auto-ticketing process is a multifaceted system that encompasses several underlying technologies, human touch, and attention to detail to guarantee every ticket is right every time. Each reservation is electronically read to ensure the following high-level metrics:

- Reservation accuracy
- Company data collection
- Pre-trip authorizations as required
- Policy compliance
- Contract and preferred supplier usage
- Traveler preferences

- **Communicating all travel industry issues to each Participating Entity, Lead State, travel coordinators, and Travelers**

CTM uses multiple outlets to communicate industry events and updates to our clients, including NASPO-participating states and travelers:

- Direct communications between your CTM Account Manager and travel managers and/or administrators from each participating entity
- Risk and safety alerts specific to itineraries and travel destinations
- Our e-newsletter, The Ticket, targeted for industry updates for business travelers
- Social media outlets, including Facebook, Twitter, and LinkedIn






- **Provide each Participating Entity with a dedicated Airlines Reporting Corporation (ARC) number, International Air Transport Association (IATA) number, and pseudo city code. The successful Proposer will be responsible for all associated fees. and shall maintain ARC and IATA information at no cost to Lead State or any Participating Entity for the term of the Master Agreement.**

CTM will provide the necessary ARC number(s) and GDS Pseudo City Code access to fully meet the scope of work provided.

3.4.4.2 Online Booking Tool and Reservation Process

Describe the proposed booking tool(s) and Proposer’s ability to provide multiple options for industry-wide recognized online booking tools, allowing each Participating Entity to choose the booking tool, which provides the best value to them. Two tools that must be offered along with others are NuTravel and Concur booking tools.

We propose the most modern corporate tools in the market to support NASPO for our next contract period, ensuring your program is both feature-forward and user-friendly. We will continue to provide NASPO-participating entities with a robust suit of online booking technologies. We will continue to offer a choice of Concur, GetThere, Etta, Certify (formerly NuTravel), and Lightning, CTM's proprietary online booking tool.

Feature	Lightning  LIGHTNING	Certify  emburse certify	Concur  SAP Concur	Etta  Powered by Deern	GetThere 
Allows employees to book travel 24/7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Allows booking of air, car, rail, and hotel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Allows booking on mobile app	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Designates preferred carriers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Incorporates carbon features and reporting	<input checked="" type="checkbox"/>				
Incorporates non-GDS content	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Allows profile maintenance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Incorporates traveler status into search results and seat selection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Increases compliance with company travel policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lowers travel cost	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Usability rating	✓✓✓✓	✓✓	✓✓	✓✓✓	✓✓
Available via CTM Portal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

With a strong focus on the end user through a highly intuitive and sleek user interface, Lightning is a 100% cloud-based platform and designed specifically to meet the fiscal and usability needs of the mid-market. It delivers the most interactive user interface and is fully integrated with CTM SMART Technology. Lightning also provides full access to non-GDS accommodation inventory, government per diems, and other features important to NASPO-participating states.

We look forward to continuing a relationship where each participating entity can select the tool that is most appropriate to their program.

Regardless of selection of online booking tool, we look forward to also offering CTM SMART Technology to each NASPO-participating state. This suite of applications meets diverse needs and support visibility, planning, booking, risk, and safety, including CTM Portal, which will become state travelers' one-stop-shop for all their travel needs. CTM Portal is customized per state and will link to all appropriate tools for the participating account tailored to the user access level.

The booking tool must at a minimum:

- **Provide real time search and booking capabilities, available 24 hours a day, 7 days a week, with no additional charge to maintain, set up, or customize the booking tool and downtime within agreed upon service level agreements.**

Yes. All proposed booking tools are available 24/7/365 from your PC, phone, or tablet device. All online booking tools boast uptimes over 98%, averaged over the previous 12 months, with minimal schedule downtime for maintenance and minimal outages.

- **Maintain Traveler profiles, with the capability of adding, maintaining user log in, changing or deleting profiles by users.**

Yes. CTM generally recommends a regular HR synch of authorized travelers to ensure safety and security. CTM administrators can also remove any unauthorized travel staff at your request. In addition, we assist planners in auditing their profiled travelers for routine clean-up. Travelers may update their travel profile through Lightning or by contacting an agent.

- **Be accessible for viewing and booking on a smartphone or tablet, in addition to a workstation desktop.**

Yes. All offered online booking tools are available 24/7/365 from your PC, phone, or tablet device.

- **Provide on-line user support i.e. chat support, etc.**

Yes. Unique to CTM, your travelers will receive assistance with online booking by their designated agent team that will also handle all new reservations. Agents are available via email, online chat (based on choice of online booking tool), and phone, including click-to-dial features on mobile applications. This assistance can range from calling a sold-out hotel and answering questions about itinerary pricing to anything else your travelers may have questions about while booking online.

By supporting all technologies from a dedicated team, reluctant users are more likely to try the tool with a trusted partner they can call for assistance. This approach results in greater technology adoption and subsequent savings for tech-savvy and novice users alike. At all user levels, we see satisfaction and trust in the tools provided skyrocket when technology is supported by dedicated agents.

Our Technical Helpdesk provides navigational- and software-level support. These experts will also jump in to assist as well in the event of user-generated system errors, forgotten passwords, and negotiated rate programming. Our complimentary Technical Helpdesk is an in-house team of fully trained agents who are also experts in online booking automation and technology.

Our Automation Specialists will ensure all administration of policy, preferences, and customization of your online booking tool for the life of our partnership, regardless of your point of purchase of the tool. This service is provided complimentary.

We do not operate a separate fulfilled operation, and all tickets—whether generated online or offline—are fulfilled by the same mid-office and invoicing software and supported by the same team of professionals.

- **Online booking tool access must be secure; at least password protected and contain a ticket and payment authorization system.**

Yes. State travelers will continue to enjoy secure access to the chosen online booking tool, CTM Portal, and authorized tools, as part of our partnership over the next contract term. This is a secure password-protected process that is customized to each participating entity.

All authorized users will have access to CTM Portal, a secure area with access to online booking systems. Single sign-on is available from the state's network domain on an individual level. The CTM Portal link can also be placed on the existing NASPO ValuePoint travel website, hosted by CTM. Based on the unique user log-in, CTM Portal displays applicable tools, widgets, and features specific to the participating state—online booking tool, approval, reporting, etc., tailored to the individual user level based on authorized access to each tool. For example, reporting access is limited to authorized users. This includes all ticketing and payment systems.

- **Provide reservation confirmation screens.**

Yes. All proposed booking tools will provide confirmation screens. Additionally, Lightning will use an intuitive “active cart” format that replicates a consumer-driven experience within policy for each NASPO-participating state.

- **Permit the use of online changes to be made by the Authorized Purchaser (primary method) and the Global Distribution System (GDS) (secondary method).**

Yes. Online changes may be limited due to carrier restrictions on instant purchase carriers, such as Southwest.

- **Provide capability of saving trips or cloning trip.**

Yes. All booking tools proposed include applicable features for holding, saving, or copying trips.

- **List contracted lodging, air, car rental, and rail suppliers with in the online booking tool.**

Yes. Participating organizations will have access to all NASPO ValuePoint-contracted suppliers, individually contracted suppliers, and all CTM-contracted suppliers. With over \$7.9 billion in travel volume, CTM maintains partnerships with travel industry leaders that bring value back to our clients.

We have utilized our buying power to form contracted relationships with 75 global airlines, including all major carriers, and have leveraged our relationships with all major hotel and car providers. We are global members of the Virtuoso consortia and participate in additional supplier-direct partnerships for added-value amenities, such as upgrades, waivers, and favors. Travelers are directed to the faring option within the allowances set by each state that is the most beneficial to them and the participating organization. This is available within all proposed booking tools.

- **Identify all state-contracted airfares and preferred travel vendors with an icon.**

Yes. Preferred state suppliers are highlighted in all online booking tools, including non-ARC suppliers such as Southwest. Travelers are directed to the lowest possible fare, and all contracted rates are highlighted.

- **Permit the use of the major Airlines Reporting Corporation (ARC) (legacy carriers) and non-ARC (low cost carriers [LCC]) participating carriers.**

Yes. All proposed online booking systems allow integration with ARC, non-ARC, and LCCs. Travelers are directed to the lowest possible fare, and all contracted rates are highlighted.

- **Permit the use of online changes and exchanges (change-modify functionality) for non-ARC participating carriers.**

Online changes may be limited due to carrier restrictions on instant purchase carriers, such as Southwest.

- **Include a secure payment authorization system that allows for multiple billing/payment options for a Participating Entity to have available for its Authorized Users to select from, which must include payment by personal credit card and/or a business travel account (BTA).**

Yes. Payment methods are customized to each state and can be further customized by department as needed. We can incorporate personal cards, corporate cards, BTA and ghost card accounts, virtual payments, and more in our flexible payment options. We use SMART Bill, our proprietary pre-paid hotel solution, to streamline your payment solutions today. We can also demonstrate our latest virtual payment offering as a safer way to pay for hotels for team members without access to a personal credit card.

- **Support a pre-trip approval process to obtain multiple levels of approval via an automated process, and capture information about travel arrangements at the time of booking, i.e. travel itinerary details and trip approvals.**

Yes. CTM offers multiple options for approval systems based on the participating entities' selected online booking system. We can offer both online and offline approval solutions through proprietary CTM approval systems integrated within proposed online booking tools, unique to each state entity and the technology package they adopt.

- **Track and display onscreen to a Participating Entity unused tickets for all airlines by Traveler name, and provide residual value to the Participating Entity or Traveler as part of the booking process.**

Yes. Unused ticket credits are available within all online booking tools, both within the traveler profile and via prompts during the booking process.

- **Support Participating Entity-specific policies identifying acceptable and non- acceptable travel rules.**

Yes. All online booking tools identify policy exceptions and capture a reason code if within acceptable limits, restricting travel entirely for unacceptable limits.

- **Identify and display state certified green hotels with customized icons and sort by priority within the lowest rate available,**

Yes. All online booking tools can support your sustainability practices by indicating green choices.

- **Ability to direct bookings to embedded or accommodated travel management services (single sign on capability).**

Yes. CTM can support single sign-on solutions unique to each state entity.

- **Provide full content and full functionality with non-ARC participating carriers**

Yes. We include non-GDS, distressed inventory, and web fare channels as appropriate. Your policy will guide CTM in offering these fares to participating state entity travelers based on their preferences.

Non-GDS sources include: BookingBuilder, TravelFusion, Farelogix, Sabre CSL, Expedia, Booking.com, Hotels.com, and Direct Connect (e.g., Southwest and Air Canada).

- **Provide the capability to input and transmit a frequent flyer rewards program number at the time of reservation.**

Yes. All online booking tools capture reward information as part of the profile and reservation process.

- **If requested, by the Participating Entity, be able to provide Travelers records to the Participating Entity for a minimum of 8 years from date of purchase or be able to accommodate a Participating States retention rules. As this information will be the information of record for the Participating Entity.**

Yes. While our standard is to retain data for a minimum of 7 years to comply with regulatory expectations, we can accommodate this request.

3.4.4.3 Agent Services

Describe the proposed agent services to be provided by professional travel agent(s), and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. Proposer must have a dedicated ARC number if applicable, International Air Transport Association (IATA) number, and pseudo code. Proposer is responsible for all associated fees and must maintain them at no cost to the Participating Entity for the entire term of the Master Agreement.

CTM will provide the necessary ARC number(s) and GDS Pseudo City Code access to fully meet the scope of work provided for existing participating entities and as needed when new states join the program.

Agent Services must include at a minimum:

- **Processing and issuance of a credit on downgraded exchanged tickets to a Participating Entity originally billed for the ticket. When a Participating Entity applies for a credit, the successful Proposer will promptly process the necessary paperwork and the credit should be applied to the Business Travel Account (BTA).**

Yes. CTM will promptly process all requests for refunds, downgrades, exchanges, and the like. This can be requested online or by contacting an agent.

- **Ability to access state-contracted, discounted airfares and city pairs.**

Yes. Each participating state will have access to NASPO-contracted rates as well as any directly contracted rates applicable to that unique state entity. Travelers are directed to the lowest possible fare for each reservation. By integrating contracted, GDS, and aggregate content for state travelers into online and offline booking systems, we guarantee we offer the lowest fare available at the time of ticketing to every traveler; this includes all NASPO and individually contracted rates, as authorized for availability for each traveler.

- **Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.**

Yes. We include non-GDS, distressed inventory, and web fare channels as appropriate. Your policy will guide CTM in offering these fares to participating state entity travelers based on their preferences.

Non-GDS sources include: BookingBuilder, TravelFusion, Farelogix, Sabre CSL, Expedia, Booking.com, Hotels.com, and Direct Connect (e.g., Southwest and Air Canada).

- **Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.**

Yes. In addition to the quality control monitoring in place today, CTM offers rate and fare re-shop tools in order to ensure you receive the lowest possible rates. The re-shop services search for reduced fares and hotel rates from the time of ticketing to travel in order to provide savings opportunities while adhering to your travel policy requirements.

CTM partners with TRIPBAM, one of the industry's leading hotel re-shopper sites that will help find the best hotel rates possible. TRIPBAM will search for better rates within a specific property, as well as monitor rate fluctuations in preferred hotels nearby. It will even sort amenity packages, increasing the odds of finding better rates (e.g., two queen-sized beds are sometimes cheaper than a king-sized bed). Once a lower rate is found, it can be automatically rebooked within seconds—or the traveler, agent, or employee can review the offered rate prior to rebooking.

CTM has also formed a partnership with FairFly, a global leading provider of air price assurance software. To support this partnership, we have built a seamless integration with fully automated rebooking that is turnkey for travelers and alerts them whenever a flight is rebooked.

FairFly's re-shopping strategy ensures that rebookings are truly like-for-like by providing lower rates on the same airline, same itinerary, same cabin, and same seat, leading to zero disruption for the traveler.

- 24/7 fare monitoring
- Customizable threshold
- Actionable
- Seamless – no traveler disruption

- **Offering the lowest available rates and fares for all travel reservations.**

We guarantee that NASPO-participating agencies will receive the lowest available published airfares at the time of booking. CTM ensures that all travel purchases are made in accordance with applicable NASPO travel and individual state policies. By integrating policy parameters and all available rates with our quality assurance platforms and online tool customizations, we are able to ensure that NASPO travelers will receive the lowest possible fare and guarantee the lowest logical airfare within individual state guidelines.

We secure fares through our multi-sourcing and quality control technologies, and we access airline content and inventory from GDS and non-GDS systems. By integrating contracted, GDS, and aggregate content for state travelers into online and offline systems, we guarantee we offer the lowest fare available at the time of ticketing to every traveler.

- **Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.**

Yes. In addition to the quality control monitoring in place today, CTM offers rate and fare re-shop tools in order to ensure you receive the lowest possible rates. The re-shop services search for reduced fares and hotel rates from the time of ticketing to travel in order to provide savings opportunities while adhering to your travel policy requirements.

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- 24/7 fare monitoring
- Customizable threshold
- Actionable
- Seamless – no traveler disruption

- **Assistance with and reconciliation and resolution of any problems associated with reservations and tickets (includes air, rail, lodging, bus, motor coach services and car rentals).**

Unique to CTM, your first line of assistance with a supplier service issue is your designated agent travel team. Your team is encouraged and empowered to make outcalls on your behalf to resolve issues quickly and in your favor. Should they be unable to reach a resolution, they will enlist the assistance of your Account Manager. Resolution is communicated immediately via your dedicated team and your Account Manager. We track all issues—as well as waiver, favors, and resolutions—and report all outcomes at each Strategic Account Review.

- **Ability to have access to a 24 hour seven day a week nationwide toll-free line must be available for emergencies.**

Outside of standard business hours, CTM offers wholly owned agent support through in-house teams located virtually in North America. After standard business hours, phone calls to your agent team automatically forward to our emergency service/after-hours team, CTM24, providing a seamless transition that will not require your travelers to call a different number.

The CTM24 team is comprised of highly qualified travel professionals who assist with online and offline bookings during non-business hours. The CTM24 team will work with travelers on existing or new reservations, as well as on any travel changes and interruptions. The team will also monitor online reservations to ensure that all tickets are issued. There is a coordinated communication channel to advise the agent teams if any follow-up is needed.

In addition, all after-hours teams will have the same access to NASPO-preferred supplier contracts and program requirements as daytime agent teams.

3.4.4.4 On-site Agent Services

Describe the proposed process for providing on-site professional travel agent (s) including equipment, and software access to book travel and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. The services in Section 3.4.4.2.1 would be the same services the onsite agent would provide. Data available to on-site agents and any booking tool used must adhere to security standards listed in Attachment A, Sample Master Agreement and any Participating Addendum. On-site services may also require additional physical and public health safety laws, rules, and policies be followed by on-site Proposer representatives.

Other criteria for Proposer's Proposal for On-Site Agent Services are the reporting Services outlined in Section 3.4.4.3, and the ability to handle high volume of requests, individual travel, group travel domestic and international and the ability to book all types of travel.

On-site agent services can be easily applied within the NASPO travel program using a dedicated model and in adherence to established MSA and data privacy agreements.

CTM can provide on-site agent services to individual states and currently has many national and global corporations under direct agreement relationships for on-site staff. In these programs, CTM has developed award-winning agent and user solutions that can help optimize on-site travel operations:

- Expert travel agents and managers, including state staff or CTM staff

- Dedicated backup professionals
- In-house training, agent support, and after-hours teams
- Quality assurance and flexible fulfillment
- Agent desktop solutions
- ARC/PRISM/BSP support and reporting
- Online booking tools
- Data consolidation and reporting
- Risk management and duty-of-care programs
- Consultative account management

Under a dedicated model addendum, CTM agents can be placed on-site at participating state offices while connected to CTM booking and agent desktop solutions, and leveraging the CTM telephony system or that of the participating state. All systems, data collection, and privacy and security measures would remain as stated for traditional and online booking channels.

In these models, overflow or high-call volume requests, scheduled and unscheduled absences, and group or specialty team support is provided through existing CTM teams in a fluid and collaborative workflow.

3.4.4.5 Scheduling and Booking:

Describe the proposed process for scheduling, booking, and ticketing air transportation, rail, rental car, motor coach, busses and hotel reservations, and other travel requirements as necessary, for individual and group Travelers traveling on behalf of a Participating Entity. Scheduling and booking may be done via phone or on-line.

Scheduling and Booking Services must include at a minimum:

- **The ability to access state-contracted, discounted airfares and city pairs.**

Yes. Each participating state will have access to NASPO-contracted rates as well as any directly contracted rates applicable to that unique state entity. Travelers are directed to the lowest possible fare for each reservation. By integrating contracted, GDS, and aggregate content for state travelers into online and offline booking systems, we guarantee we offer the lowest fare available at the time of ticketing to every traveler that includes all NASPO and individually contracted rates, as authorized for availability for each traveler.

- **A level of service that can respond to high volume booking during peak times and ensure quality standards of performance are consistently provided.**

Our most recent company-wide client survey resulted in a 97% client satisfaction rate overall, with 98% of respondents indicating their consultants provided high-level service and 98% of procurement clients agreeing that CTM account managers add value to their program.

Performance of all consultants is measured not on how many phone calls they process in a day, but on client satisfaction. We monitor and report telephony statistics for staffing purposes; however, consultant performance is evaluated through customer service surveys, live and recorded monitoring, random follow-up calls, and unsolicited feedback from travelers. Additional incentives can be applied to encourage adoption of your preferred vendors or additional program metrics critical to the success of your program.

By closely monitoring hold times, call volumes, and other key performance metrics, we can apply a fluid staffing approach that allows us to expand and contract your team as needed, on demand. We can also provide backfill relief teams with additional staffing to support peak weather demand and instances of systemwide spikes through our in-house, after-hours teams.

- **Ability to access state-contracted, discounted airfares and city pairs.**

Yes. Each participating state will have access to NASPO-contracted rates as well as any directly contracted rates applicable to that unique state entity. Travelers are directed to the lowest possible fare for each reservation. By integrating contracted, GDS, and aggregate content for state travelers into online and offline booking systems, we guarantee we offer the lowest fare available at the time of ticketing to every traveler that includes all NASPO and individually contracted rates, as authorized for availability for each traveler.

- **Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.**

Yes. We include non-GDS, distressed inventory, and web fare channels as appropriate. Your policy will guide CTM in offering these fares to participating state entity travelers based on their preferences.

Non-GDS sources include: BookingBuilder, TravelFusion, Farelogix, Sabre CSL, Expedia, Booking.com, Hotels.com, and Direct Connect (e.g., Southwest and Air Canada).

- **Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.**

Yes. In addition to the quality control monitoring in place today, CTM offers rate and fare re-shop tools in order to ensure you receive the lowest possible rates. The re-shop services search for reduced fares and hotel rates from the time of ticketing to travel in order to provide savings opportunities while adhering to your travel policy requirements.

CTM partners with TRIPBAM, one of the industry's leading hotel re-shopper sites that will help find the best hotel rates possible. TRIPBAM will search for better rates within a specific property, as well monitoring rate fluctuations in preferred hotels nearby. It will even sort amenity packages, increasing the odds of finding better rates (e.g., two queen-sized beds are sometimes cheaper than a king-sized bed). Once a lower rate is found, it can be automatically rebooked within seconds or the traveler, agent, or employee can review the offered rate prior to rebooking.

CTM has also formed a partnership with FairFly, a global leading provider of air price assurance software. To support this partnership, we have built a seamless integration with fully automated rebooking that is turnkey for travelers and alerts them whenever a flight is rebooked.

FairFly's re-shopping strategy ensures that rebookings are truly like for like by providing lower rates on the same airline, same itinerary, same cabin, and same seat, leading to zero disruption for the traveler.

- 24/7 fare monitoring
- Customizable threshold
- Actionable
- Seamless – no traveler disruption

- **Offering the lowest available rates and fares for all travel reservations.**

We guarantee that NASPO-participating agencies will receive the lowest available published airfares at the time of booking. CTM ensures that all travel purchases are made in accordance with applicable NASPO travel and individual state policies. By integrating policy parameters and all available rates with our quality assurance platforms and online tool customizations, we are able to ensure that NASPO travelers will receive the lowest possible fare and guarantee the lowest logical airfare within individual state guidelines.

We secure fares through our multi-sourcing and quality control technologies and access airline content and inventory from GDS and non-GDS systems. By integrating contracted, GDS, and aggregate content for state travelers into online and offline systems, we guarantee we offer the lowest fare available at the time of ticketing to every traveler.

- **Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.**

Yes. In addition to the quality control monitoring in place today, CTM offers rate and fare re-shop tools in order to ensure you receive the lowest possible rates. The re-shop services search for reduced fares and hotel rates from the time of ticketing to travel in order to provide savings opportunities while adhering to your travel policy requirements.

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- 24/7 fare monitoring
- Customizable threshold
- Actionable
- Seamless – no traveler disruption

- **Assistance with, and reconciliation and resolution of, any problems associated with reservations and tickets (includes air, rail, lodging and car rentals). This could include ensuring Travelers know what documents are required to travel (passport, tourist cards, and other documentation for foreign or domestic travel).**

Unique to CTM, your first line of assistance with a supplier service issue is your designated agent travel team. Your team is encouraged and empowered to make outcalls on your behalf to resolve issues quickly and in your favor. Should they be unable to reach a resolution, they will enlist the assistance of your Account Manager. Resolution is communicated immediately via your dedicated team and your Account Manager. We track all issues, as well as waiver, favors and resolutions, and report all outcomes at each Strategic Account Review.

Via CTM Portal, all NASPO users can have instant access to COVID-19 information by state and country level to identify COVID-19 risk as well as border statuses, restrictions, quarantine, travel policies, and documentation needed to travel to the desired destination. For any entity that does not currently take advantage of our CTM Portal offering, we will work with NASPO to ensure this important planning and booking resource is re-offered and enabled for each participating entity. Your CTM agent team has access to identical information to ensure expedient service.

3.4.4.6 Ticket Distribution

Describe the proposed process by which Proposer will accurately distribute customized e-ticket itineraries and receipts at time of ticketing or booking, and process paper documents when electronic tickets are not available. Ticket Distribution Services must include at a minimum:

- **A quality control program to ensure reservations are correctly booked and documented, addressing at least: all necessary changes or adjustments in travel documents that may be required due to rescheduling on the part of a Participating Entity or on part of a Traveler prior to the trip or during the trip.**

We are committed to providing quality "get it right the first time" service through experience, extensive training, and quality control systems, which help us achieve the standards you expect. We invest in training and retraining personnel to ensure they are up to date with the developments in our industry and the requirements of a varied client base.

Our quality assurance and auto-ticketing process is a multifaceted system that encompasses several underlying technologies, human touch, and attention to detail to guarantee every ticket is right every time. Each reservation is electronically read to ensure the following high-level metrics:

- Reservation accuracy
- Company data collection
- Pre-trip authorizations as required
- Policy compliance
- Contract and preferred supplier usage
- Traveler preferences
- Form of payment

CTM blends our in-house developed tools with best in class products and procedures to deliver layered controls for operational efficiency, strong data validation throughout the booking cycle and powers robust and reliable fulfillment automation.

Additional automated reservation monitoring systems include:

- CTM Banx – Unused credit usage, integrated with online booking, tracks credits that available for reuse.
- Re-shopping – Searches for reduced rates from the time of ticketing to travel
- CTM Risk and CTM Alerts – Monitors PNRs from the time of ticketing through travel for pertinent itinerary updates, traveler tracking and risk communications.
- CTM Data Reporting – Reservation data is synched to reporting systems for full visibility.

All reservation changes and updates are captured within CTM automation and subsequent reporting systems for real-time access to reservation and traveler tracking data.

- **Automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest fare that meets the Traveler need.**

Yes. In addition to the quality control monitoring in place today, CTM offers rate and fare re-shop tools in order to ensure you receive the lowest possible rates. The re-shop services search for reduced fares and hotel rates from the time of ticketing to travel in order to provide savings opportunities while adhering to your travel policy requirements.

CTM partners with TRIPBAM, one of the industry's leading hotel re-shopper sites that will help find the best hotel rates possible. TRIPBAM will search for better rates within a specific property, as well monitoring rate fluctuations in preferred hotels nearby. It will even sort amenity packages, increasing the odds of finding better rates (e.g., two queen-sized beds are sometimes cheaper than a king-sized bed). Once a lower rate is found, it can be automatically rebooked within seconds or the traveler, agent, or employee can review the offered rate prior to rebooking.

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- 24/7 fare monitoring
- Customizable threshold
- Actionable
- Seamless – no traveler disruption

- **Provide each Traveler and the Participating Entity with a complete electronic trip itinerary.**
Yes. Itineraries are delivered immediately upon ticketing to the designated email address(es) for the reservation. Users also have access to itinerary information within CTM Mobile and integrated mobile applications as aligned to online booking tool choice.
- **Comply with each Participating Entity-specific travel policies and trip approval requirements as specified by a Participating Entity or Authorized User.**

Yes. Policies and preferences are customized for all NASPO participants and for each individual state. Exception information is collected from the traveler explaining policy exceptions unique to NASPO and/or the individual state, including low fare comparison data for itinerary display and

subsequent reporting, and CTM can also immediately alert the travel manager to the booking within the void period. CTM can also restrict ticketing for selections outside of your preferred ticketing limits without travel manager approval. Additionally, daily and monthly exception reporting supports both immediate behavior modifications within the void window and trend analysis for application to your travel policy.

- **Documentation of Passenger Name Record (PNR) with exception documentation, reason codes, and low fare comparison.**

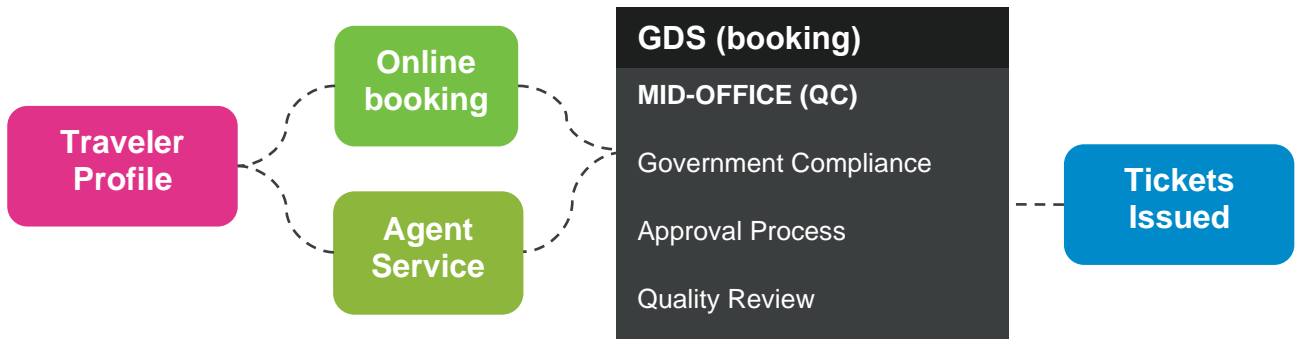
Yes. Exception information is collected from the traveler explaining any policy exceptions, including low fare comparison data for itinerary display and subsequent reporting, and CTM can also immediately alert the travel manager to the booking within the void period. CTM can also restrict ticketing for selections outside of your preferred ticketing limits without travel manager approval. Additionally, daily and monthly exception reporting supports both immediate behavior modifications within the void window and trend analysis for application to your travel policy.

3.4.4.7 Reservation(s) Process

Describe the proposed process for ensuring availability of all reservations through the Global Distribution System (GDS) and the online booking tool, including the ability to hold reservations according to the supplier rules and requirements.

All reservations follow the same workflow, originating with the traveler profile, through the online or offline booking process, synched to the GDS for ticketing, invoicing and subsequent reporting.

CTM can hold reservations in the GDS or via non-GDS booking source based on carrier rules and parameters for each specific booking.



3.4.4.8 Annual Lodging Refresh

Describe Proposer’s solicitation process for recruiting and onboarding lodging providers, and management of its hotel directory. The solicitation process will integrate with the On-line Booking Tool and GDS Systems. This process includes using a system to send out room rate agreements and a central communication push to notify hotels of the opportunity.

CTM utilizes automated technologies to manage hotel negotiations and RFPs for our customers, including Lanyon Technologies and Sabe RFP. These robust systems can perform hotel rate RFPs, rate loading audits and greatly reduce the manual overhead involved in negotiating hotels. An online hotel directory can also be provided to your travelers to support your offering.

CTM uses our hotel experts and automated tools to reinforce NASPO's hotel portfolio and provide the infrastructure needed to proactively manage this complex piece of the program. We have the experience and technology to support your robust hotel portfolio. The CTM Hotel program, for example, currently boasts rates at more than 45,000 properties.

Prior to the COVID-19 downturn, CTM managed just under 3,500 properties in the NASPO hotel portfolio annually as part of your preferred hotel portfolio. As a result of rolling this offering through downtime, the NASPO ValuePoint hotel program currently reports over 11,000 qualified lodging facilities consisting of over 1,000,000 rooms that will honor GSA Per-Diem Rates for state and political subdivision employees traveling on official business. We will continue to manage this portfolio as volume returns.

NASPO and participating states will continue to have access to this evolving cooperative purchasing effort, we well as access to all discounted CTM rates available, including agency and consortia aggregate vendor discounts with air, hotel, car rental, and grounds transportation suppliers.

The annual refresh:

- **Sending out instructions and assist hotels with loading their information into the booking tool and the GDS System**

Yes. Our use of industry tools allows us to automate much of this process and focus on negotiating rates and assisting properties with timely submissions. We also ensure any state(s) that may not currently be part of the CTM NASPO travel program still have access to this hotel program. CTM fully manage this portfolio and process for NASPO.

- **Sending out communications to properties and maintain property directory that can be supplied to participants.**

Yes. Automation allows property messaging in support of your hotel negotiations.

- **Government rate must be offered, and lower rates should be further negotiated when possible. Where the Participating Entity has agreements with hotels/motels for discounted government rates or is able to obtain lower rates than offered by the Proposer, the Proposer shall obtain such rates or lower rates. For current lodging per diem rates, refer to <http://www.gsa.gov/portal/content/104877>**

Yes, government rates are offered.

Our hotel analysts are rate experts, with extensive knowledge of government rates, per diems, policies and regulations. We strive to negotiate the lowest possible rate, sometimes beating the daily per diem. Both per diem and negotiated rates are presented to NASPO travelers to choose the most economical option at every opportunity.

- **Continuing to add hotel price agreements to negotiate state government rates and add to the hotel lodging program.**

Yes. Developing a comprehensive hotel property portfolio is an ongoing endeavor, with at minimum annual review of performance and rate negotiation.

- **Lodging reservations, which includes initiating and confirming reservations and confirming the rate at which the reservation is made. When a reservation is completely canceled, Proposer is responsible for canceling the accompanying lodging reservations unless requested not to do so.**

Yes. CTM will cancel all segments of applicable bookings to ensure there are no unintended costs.

- **Include a plan to mitigate lodging provider's unique payment needs if the room is pre-paid by someone other than the traveler. For instance, the need for a third-party credit card authorization form or direct bill account.**

Yes. Payment methods are customized to each state and can be further customized by department as needed.

CTM will be happy to introduce NASPO to other partners who can streamline virtual payment solutions, including Conferma and CSI. Sabre's Conferma solution easily integrates with an existing banking relationship to generate virtual payment cards for travel segments. CSI leverages its own banking power by acting as the lender to generate virtual payment solutions for travel as well as other expense segments.

As a minimum, we support direct payment through SMART Bill, CTM's tool that reduces fraud risk within traditional hotel pre-payment fax processes, to streamline your payment solutions.

- **Offering hotel properties certified in green lodging. These hotels at the per diem rate in the traveler's preferred location, as the first option to be offered to the Traveler.**

Yes. All proposed online booking tools indicate green hotel options to participating travelers.

3.4.4.9 Additional Services Description and Additional Assurances

At a minimum include:

- **Describe the process for notifying travelers of airport closings, flight status changes, weather delays, or any other travel related delays while the Traveler is in travel status, in a timely manner. Including communication for trips booked with the booking tool online and agent assisted.**

GDS systems monitor the reservation for flight status updates and delays, integrated with our mobile solutions for traveler communication. We integrate with third-party applications, including CTM Mobile, Concur Mobile, and Triplt from Concur Solutions, as well as TripCase, a Sabre solution.

Travelers will have access to mobile applications to stay connected via their favorite device. These allow for a traveler to manage anything travel related, such as flights, rail, hotel, and cars—or viewing an existing itinerary from a tablet device or smartphone. Travelers can receive critical flight alerts, delay updates, security notices, gate changes, and other valuable information when they need it most.

Additionally, between departure and return, the CTM Alert system will notify travelers of alerts in their area. These alerts are customized to the alert and contain specific information for travel assistance, evacuation, and support.

CTM integrates information from third-party providers into our CTM Alert system. Risk alerts are received in real-time and matched to itinerary and profile data, and messages are distributed within minutes.

- **Describe duty of care and travel risk services, provided and the process for using them if needed.**

CTM SMART Technology is our proprietary resource that consolidates travel management tools and each state entity's chosen online booking tool into a one-stop-shop platform. Travelers, arrangers, and managers alike can book travel, witness cost savings, and communicate in an intuitive way. It is an innovative ecosystem with a personalized structure.

Together, we will evaluate the appropriateness of each application to achieve optimum integration and efficiency for each participating NASPO state.

NASPO has access to intuitive traveler tracking technology and traveler risk messaging services to support NASPO duty-of-care efforts:



CTM's Traveler Tracker + GeoRisk supports your duty-of-care program by tracking travelers' locations via their travel itinerary—anywhere in the world. Updated in real time and fully integrated with the individual's travel itinerary, CTM's interactive global mapping tool provides an instant picture of country-by-country risk levels via a color-coded map. You can track the status of the flights "live" as well as communicate directly to travelers via SMS or email.

CTM Alert, our automated risk alert platform, will be customized to each entity's unique requirements. It has two primary functions: alerting travelers to impending incidents or issues relating to their travel and monitoring your policy to drive governance guidelines on the number (or types) of individuals booked on the same flight.

Incident alerts use the traveler's itinerary; the system can send location-specific risk alert information directly to the traveler and travel manager. Risk content is derived from a third party risk assessment company plus content integrated from the Pacific Tsunami Warning Centre.

Reservation data is synched from Sabre to our CTM SMART Technology tools every 20 minutes for real-time risk, alert and approval information outside the GDS schema for both domestic and international travelers. These are automated systems that do not require manual reports to be run to identify affected travelers. The system delivers incident alerts only to affected travelers, on average within minutes of an alert being issued. Travel Managers not only receive the alert, but also an attached file including details on every affected traveler.

- **Describe the process for providing credits or refunds for travel services not utilized within seven (7) days of the cancellation or change.**

We have an under 7-day refund policy. Refunds are processed immediately with final payment from the carrier based on carrier terms.

Because of the stoppage of travel this past year, companies now have more unused tickets than normal and most major airlines have dropped their change fees to accommodate the unpredictable effects COVID-19 has had on travel, which makes your unused tickets even more valuable.

To help manage the tracking and usage of these valuable assets, we use CTM Banx—our web-based, proprietary solution that automatically tracks, updates, utilizes and reports on unused tickets. CTM Banx also:

- Performs quality checks at the time of ticketing to ensure available credits are used
- Automatically sends reminders to cancel tickets if needed
- Records unused credits in the traveler profile and prompt their use in the traditional and online booking processes
- Creates reporting to ensure transparency and compliance

In addition, our automated system will incorporate amended expiry dates and airline waivers available for unused ticket credits, allowing us to help our customers reduce change costs for tickets affected by COVID-19 travel restrictions. CTM will also process carrier direct name change requests as needed. And have also supported those airlines that require us to reissue tickets to extend the validity during COVID-19 to reduce expired assets.

- **Describe the process for issuing a credit to the Business Travel Account (BTA) on downgraded exchanged tickets to the Participating Entity originally billed for the ticket.**

CTM will return downgraded fares or ticket refunds to the original form of payment. Whenever a lower fare is found within audit parameters, the reservation will be queued to staff for reissue once contact has been made with the traveler. A new invoice with reconciled BTA account will be submitted to the traveler.

3.4.4.10 Website

Describe the process by which Proposer will for develop and maintain a user-friendly website where Authorized Users log in for government travel. The website must direct users to the appropriate travel sites (i.e. online booking tool, reporting tool), provide training, forms, FAQ's, travel news, updates and other helpful travel information.

CTM recommends continually refreshing the NASPO ValuePoint Travel Portal with access to the latest in travel technology tools, allowing registration directly into the NASPO ValuePoint booking site.

Participating states also have access to CTM Portal, a one-stop-shop for every element of a travel program, accessible online anytime and anywhere. Secure and fully customizable down to user-level, CTM Portal integrates the participating entity's online booking tool and CTM's suite of planning and management tools into a single, user-friendly, intuitive and interactive web portal.

CTM Portal can be accessed via any modern web browser meaning there's no new software to download and you can access the Portal from anywhere with an internet connection, including your smartphone or tablet.

Access is customized by each unique user login, with appropriate access granted unique to the NASPO travel program and to the unique participating entity. For example, users will be directed to the online booking site specific to their participating organization and user rights specific to their authority level. For example, travelers will see the Fare Forecasting widget to predict cost efficient travel dates and travel administrators will see traveler tracking and reporting tools.



CTM Portal features booking integrations with proposed tools.

We look forward to continuing to introduce NASPO and all participating states to this available resource over the next contract term.

The Website approach and plan must include customized sub sites for the following entities at no additional charge:

- **NASPO ValuePoint sub site.**

Yes. CTM will maintain and refresh the NASPO ValuePoint travel website to provide access to the latest in travel technology tools to participating states. We would recommend including links to directly to the online booking tool re-implemented by NASPO as well as access to CTM Portal, a one-stop-shop for every element of your travel program. CTM Portal guides access to the customized online booking tool made available for each state. We will also maintain a lodging-only site for NASPO aggregate use by participating states.

- **Entity and State Specific sub sites.**

Yes. Access to CTM Portals is customized by state and ensures access to the selected online booking site with access to corresponding fares, travel tools and reporting systems. Additionally, a lodging-only booking site is customized for access outside the online booking tool, but still captured within state reporting metrics for cooperative contracting.

- **Access the NASPO ValuePoint discounted travel agreements (air, rental car, lodging, etc.).**

Yes. All available rates are displayed in all online and offline systems, as available to each traveler.

- **These sub-sites must be configurable to meet the Participating Entity's Authorized User profiles.**

Yes. Access to CTM Portal is customized at the user level and ensures access to appropriate tools at the state and user level.

- **List NASPO ValuePoint Lodging Program properties and hotels first preference, and then the state's contracted hotels.**

Yes. Content display can be set to prioritize NASPO-contracted partners and rates.

3.4.4.11 Customer Service

Describe the procedures and processes for customer service including hours of availability, speed of calls answered, hold time, how the customers identity is verified, and how adequate staffing is determined. Including at a minimum, Proposer's Service hours in each potential Participating Entity's local time zone during the hours of 8:00 AM to 5:00 PM Monday through Friday of the Participating Entities time zone with the ability to make routine travel reservations and online support during business hours above; excluding weekends and State observed holidays Live agent service outside of normal business hours.

We propose to serve NASPO from a designated Government Travel Team, with normal hours of operation from 8am-5pm, covering all local US time zones, Monday through Friday.

During business hours your calls will ring to the first available member of your agent team, allowing maximum coverage by designated teammates. Overflow calls can be routed to backup agents. By serving travelers through a team of expert staff, CTM easily mitigates factors such as planned and unplanned absences and unexpected spikes in volume.

Outside of business hours, calls automatically roll to after-hours staff. CTM provides an in-house, after-hours team, CTM24. This virtual team of professionals is located strategically across the country to provide personal, out-of-hours service to our travelers. These agents are fully trained and also provide level-one assistance with our online tools. They have access to all pertinent company and traveler information, and adhere to all service levels expected by your daytime team.

3.4.4.12 Include afterhours contact information for Travelers or Participating Entities to contact the Proposer if needed, outside of business hours. After hours contacts must be able to assist the Traveler or Participating Entity with all the services listed above.

Outside of standard business hours, CTM offers wholly owned agent support through in-house teams located virtually in North America. After standard business hours, phone calls to your agent team automatically forward to our emergency service/after-hours team, CTM24, providing a seamless transition that will not require your travelers to call a different number.

The CTM24 team is comprised of highly qualified travel professionals who assist with online and offline bookings during non-business hours. The CTM24 team will work with travelers on existing or new reservations, as well as on any travel changes and interruptions. The team will also monitor online reservations to ensure that all tickets are issued. There is a coordinated communication channel to advise the agent teams if any follow-up is needed.

In addition, all after-hours teams will have the same access to NASPO-preferred supplier contracts and program requirements as daytime agent teams.

3.4.4.13 General Reporting and Other Reporting Areas.

Describe the ability of the reporting system to produce all requested reports. Include a sample of the ten (10) most requested reports.

CTM currently offers NASPO and participating organizations standard reporting modules as part of our CTM Data reporting system, powered by Microsoft Power BI.

CTM looks forward to introducing NASPO to our latest reporting application, CTM Data, which offers real-time reporting to ensure full visibility to all your travel data, including air, car, hotel, and rail spend.

Highlights of CTM Data include:

- Access interactive dashboard reports for quicker, more meaningful insights
- Visualize and dissect complex data in a single click, across every aspect of travel spend, using dynamic filtering
- Gain complete visibility of spend with consolidated data across multiple sources
- Optimize future travel spend
- Influence and enhance travel policy

Reporting can be customized to each viewer and assigned by the main owner. Access for NASPO and each participating state will be configured based on your requirements and granted to your authorized users via encrypted web access.



Dashboards

The CTM Data dashboards provide visual and interactive reporting for a full range of travel reports. The information is formatted to be easily understandable at a glance while also enabling you to drill down into details. The dashboards provide summarized and detailed metrics across the full range of travel spend and behavior.

Broadcast Reports

Broadcast reports, or push reports, are aligned to each participating entity's travel data set and sent at preferred intervals (daily, weekly, monthly, etc.) based on the purpose of the report. For example, exception reporting can be delivered daily to apply immediate behavior modifications within the void window, while summary exception reporting can be delivered monthly to managers for trend analysis.

Other reports Participating Entities may request are:

- **Pre and post trip reporting;**

Yes. Pre- and post-trip reporting is available daily for NASPO and all participating states.

- **Fare savings/lost savings;**

Yes. Reporting can detail lost savings opportunities for NASPO and each participating entity.

- **Fraud alerts;**

Yes. We can report on fraudulent attempts to utilize booking sites.

- **Policy compliance reporting including exceptions reporting;**

Yes. CTM can report on daily exceptions to enable immediate behavior modifications within the void period as well as summary reporting for trend analysis and program development. Exceptions can be reported for NASPO and each participating entity.

- **Top travel/markets/vendors,**

Yes. Reporting can detail supplier market share for NASPO and each participating entity to advance supplier contracting strategy.

- Travel **booking** analysis including online vs. offline transactions,

Yes. Reporting can identify adoption levels as well as predict specific savings goals based on changes to your adoption levels.

- **Crisis management reporting, and**

Yes. Crisis management and risk element reporting is available to Travel Managers and authorized NASPO and state staff directly within CTM Portal. Automated emails alert to the risk with an attached list of affected travelers. Logging into the tracking widget allows individual or group traveler monitoring and direct communication within the application.

- **Class of service required by travel policies and regulations.**

Yes. We can report class of service unique to the policies of each participating state.

3.4.4.14 Accounting

Describe report(s) to show expense tracking, billing codes, vendors, volume, and travelers by state or by agency. These reports can be requested at any time by the Participating Entity, provide the 6 most common reports provided to Proposer's current customers. These reports should include:

- **Billing summary broken down by month including credits and commissions;**

Yes. CTM will continue to provide the detailed billing summaries of costs and revenues within NASPO and participating state requirements.

- **Credit card reconciliation including transaction detail;**

Yes. CTM will continue to provide reconciliation services to NASPO and participating states.

- **Summary and overview of account; and**

Yes. CTM will provide a monthly executive summary and travel management summary, as well as direct self-service access to numerous dashboard reports.

- **Due dates and administrative fee payments and usage reports.**

Yes. CTM will continue to provide reconciled invoices detailing fees and usage.

3.4.4.15 Customized Reports

Describe or demonstrate the ability to customize reports at the request of a Participating Entity, provide the 4 most common reports provided to Proposer's current customers If requested by a Participating Entity, what is the time frame for the turnaround for customized reports?

Yes. Reporting is customized to each participating entity, including departments, cost centers, etc. NASPO and participating states will have direct access to 24/7 self-service reporting dashboards and drill down data within the Power BI system, available via CTM Data for authorized users.

CTM Data includes more than 55 available reports and robust on-demand dashboards that can be further customized to each participating entity and are available for self-service 24/7. Our paginated, on-demand reporting includes a number of parameter selection fields (e.g., date ranges, departments, exceptions) so each entity can tailor reports as needed.

Our most popular reports include travel summary data, exception data, unused ticket data, and travel spend details.

Although we feel that our standard reporting package will cover most travel program's needs, we understand there will be some participating entities may have additional needs. Requests for custom reports are generally provided within one business day. Requests that would require MIS coding or programming would be communicated at the time of request with an estimated delivery timeframe.

3.4.4.16 Unused Tickets

Describe the proposed process for an automated process to identify, track and recover value from unused tickets, on-line or paper tickets, and vouchers, including communication to the Participating Entity. Describe How the Proposer would assist the Purchasing Entity in managing the unused tickets on a monthly basis and in an emergency situation, like COVID.

The process for an automated process to identify, track and recover value from unused tickets. Including communication to the Participating Entity.

Because of the stoppage of travel this past year, companies now have more unused tickets than normal and most major airlines have dropped their change fees to accommodate the unpredictable effects COVID-19 has had on travel, which makes your unused tickets even more valuable.

To help manage the tracking and usage of these valuable assets, we use CTM Banx—our web-based, proprietary solution that automatically tracks, updates, utilizes and reports on unused tickets. CTM Banx also:

- Performs quality checks at the time of ticketing to ensure available credits are used
- Automatically sends reminders to cancel tickets if needed
- Records unused credits in the traveler profile and prompt their use in the traditional and online booking processes
- Creates reporting to ensure transparency and compliance

In addition, our automated system will incorporate amended expiry dates and airline waivers available for unused ticket credits, allowing us to help our customers reduce change costs for tickets affected by COVID-19 travel restrictions. CTM will also process carrier direct name change requests as needed.

CTM will also request refunds or name changes for any unused ticket credit upon request and within ticketing rules and regulations. Final dissemination of ticket refunds is at the discretion of the carrier. CTM will leverage our supplier relationships wherever possible to provide the best outcomes for our clients.

3.4.5 Additional Travel Related Services Available

Describe additional tools related to travel management services and technologies that Participating Entities may be interested in accessing. These services should add value to and enhance Authorized Users' travel management experience. Some of the required travel service level features would be:

- **Ability to update the booking tool with properties not included in the Global Distribution Services (GDS)**

Yes. CTM can include non-GDS content directly in the online booking tool and via agent service.

- **Statewide and nationwide travel agreements**

Yes. Your Account Manager, Keri McDonald, assumes oversight for all consultative services. She and her team will encourage best practice supplier strategies among participating states that drive the capture of national combined value and the buying power of each unique entity. Our consultative support will assist in driving contract maximization for NASPO and participating states as well as engage new opportunities to modernize the NASPO travel program offering.

- **Risk management, and corporate liability planning**

Risk management and duty-of-care obligations grow more complex every day. CTM helps you develop end-to-end solutions that encompass everything from employee safety and security (natural disasters, crime, illness, travel accidents) to general corporate exposure (data breaches, financial audits, liability, etc.).

In addition to the CTM SMART Technology systems that support duty of care through automated messaging and traveler tracking, we provide critical consultation and solutions to drive your comprehensive risk management strategy:

- Global risk analysis including pre-trip, while away, and post-trip analysis
- Traveler tracking and automated warnings and alerts
- Travel and risk policy development
- Destination-based training and strategy
- IT security and compliance testing
- Mobile messaging and connectivity
- Travelers with special needs
- In-house 24/7 agent service
- Business continuity planning and testing
- Integration with third-party extraction providers

- **Meeting and conference planning for small, medium and large groups.**

Your CTM Government travel team can assist with group air bookings as needed to support group movements for NASPO or participating states. We can also assist with small meeting sourcing and group hotel blocks.

CTM also offers the support of our expert meetings division, Event Travel Management as support to any state entities corporate service. Fully outsourced event engagements are quoted per event and meeting services—group air, sourcing, etc.—can be included in any participating entity financial agreement. At current, the NASPO conference team, led by the State of Kentucky, trust ETM to support your group movements.

- **Automated user profile synch technology**

CTM will automatically synch traveler profiles from the GDS and online booking tool for consistency of service for every customer. Automated data feeds are also available to synch traveler profiles with HR systems of participating state entities.

- **Automated travel planning and approval**

CTM offers state travelers robust applications for approval and advance planning. We can customize approval workflows as required by each participating entity based on the goals of their approval process:

- Approve costs. Gain total visibility into your travel spend with cost-based approvals. Our flexible solutions can integrate with online and offline services.
- Permission to travel. Solutions are tailored to each client's needs in a highly customized environment and can integrate with your unique conditions for travel.
- Duty of care. Online and offline solutions can include custom duty-of-care elements and dynamic multi-step processes to support your risk mitigation program.

In addition, CTM provides the latest planning and forecasting tools that empower state travelers to make smarter planning choices prior to even entering the booking tool:

Fare Forecaster, available through CTM Portal, drives savings to your travel program through better informed decision making. This visual representation of up to date flight and hotel data, displayed by specified journey or destination, empowers travelers to make informed and efficient decisions about the most cost effective time to travel without wasting time on multiple searches.

CTM's Traveler Tracker + GeoRisk Information presents planning information via an interactive global map and itinerary-based trip search, providing users with complete visibility of country-level and on-the-ground travel requirements and critical health information. Users can also pinpoint the specific travel requirements for a potential trip by using the '**Travel Restrictions**' itinerary search tool for a fully customized travel overview.

- **Automated airfare and hotel price tracking**

Yes. In addition to the quality control monitoring in place today, CTM offers rate and fare re-shop tools in order to ensure you receive the lowest possible rates. The re-shop services search for reduced fares and hotel rates from the time of ticketing to travel in order to provide savings opportunities while adhering to your travel policy requirements.

CTM partners with TRIPBAM, one of the industry's leading hotel re-shopper sites that will help find the best hotel rates possible. TRIPBAM will search for better rates within a specific property, as well monitoring rate fluctuations in preferred hotels nearby. It will even sort amenity packages, increasing the odds of finding better rates (e.g., two queen-sized beds are sometimes cheaper than a king-sized bed). Once a lower rate is found, it can be automatically rebooked within seconds or the traveler, agent, or employee can review the offered rate prior to rebooking.

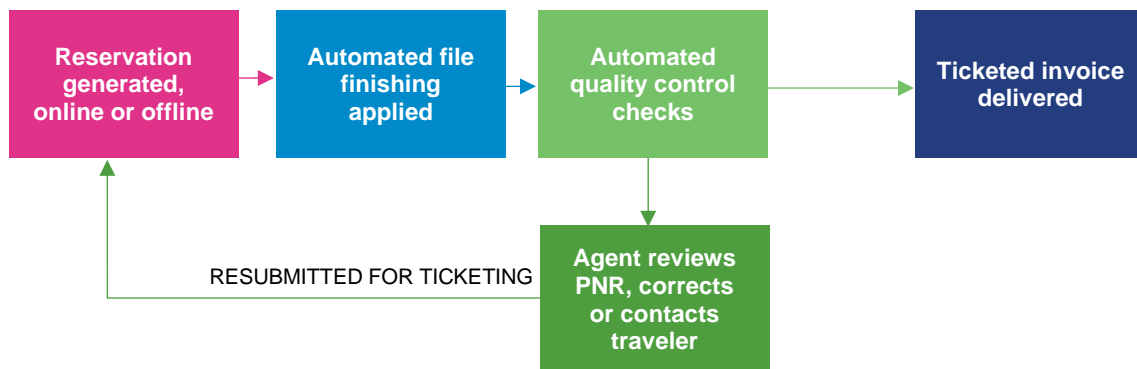
CTM has also formed a partnership with FairFly, a global leading provider of air price assurance software. To support this partnership, we have built a seamless integration with fully automated rebooking that is turnkey for travelers and alerts them whenever a flight is rebooked.

FairFly's re-shopping strategy ensures that rebookings are truly like for like by providing lower rates on the same airline, same itinerary, same cabin, and same seat, leading to zero disruption for the traveler.

- 24/7 fare monitoring
- Customizable threshold
- Actionable
- Seamless – no traveler disruption

- **Automated expense reporting, invoice management and reimbursements. Explain what tools are available. Including if additional services agreements need to be signed with a third party tool.**

The process depicted below of automated invoicing occurs within one hour:



We are preferred partners of Concur Expense and Chrome River, though CTM can partner with and support any third party expense management system; e.g. PeopleSoft, Concur, SAP and Oracle to help participating states automate this business process.

Additionally, we can deploy virtual payment and Direct Bill solutions that eliminate the need for these reimbursements.

- **Mobile technology**

We offer access to CTM Mobile, a proprietary travel management application that offers itinerary management and booking functionality when integrated with Lightning, as well as third-party tools TripCase, Triplt, and Concur Mobile. These flexible options are tailored to support your selected booking tool and incorporated into your technology package.

All mobile and user technologies are highlighted during implementation communications featuring the benefits to the user based on their role within NASPO.

3.4.6 Implementation /Onboarding

3.4.6.1 Transition

Describe the proposed process for coordinating the transitioning from the current contractor to Proposer. The process must ensure minimum disruption to Authorized Users and avoid decline or gap in Services, and specifically address working with the airlines if any fees associated with un-used tickets if a transition occurs and how existing traveler profiles are set up or transitioned or implemented.

As a trusted partner to NASPO, a renewed contract term with CTM will provide minimum disruption to NASPO and participating entities. CTM recommends continued continuous improvement of the NASPO account, encourages state entity adoption of CTM tools and technologies, and will offer a full implementation upon any entity transitioning online booking tools or upon onboarding of new participating states.

Your Account Manager, Keri McDonald, will be responsible for coordinating all aspects future implementations and ongoing satisfaction for the life of our relationship. Keri will continue to meet with you on your preferred intervals and host travel training sessions as needed on an ongoing basis. Our personal approach is perfectly aligned to provide consultative support to NASPO in implementing and refining a successful travel management program.

We have also identified Sean Sullivan, Director of Business Development, to help CTM and NASPO increase participation and market the program across all NASPO entities. Working with Keri's guidance, Sean will support the continued engagement of the program.

It has been our experience, that communications are critical to the success of your travel program transition. Successful implementation plans include the following components:

- Customized Traveler/User Communications for each user role
- Information seminars and Q&A sessions about the change
- Assistance identifying value of technologies as highlighted by user role
- Assistance in communicating support resources for your program
- Assistance in developing a training program for "in department" resource users to facilitate program adoption—i.e., "super users"

By understanding the role of each user in each state's participating program, CTM is able to target communications, adoption campaigns and overall program participation by focusing on the program benefits that will make life easier for each individual user. This creates greater program participation, drives savings and advances travel goals.

3.4.6.2 Implementation

Describe the process by which Proposer will implement the Services with the Scope of Work for each Participating Entity. Include proposed timelines, key milestones, and key individuals in the process. Also, include any training Proposer’s staff will have on its Services, and what training will be provided by Proposer to Participating Entities, including Travelers.

As a trusted partner to NASPO, a renewed contract term with CTM will provide minimum disruption to NASPO and participating entities. CTM looks forward to introducing NASPO to the latest CTM capabilities and technology tools that will future-proof your program for the next generation of travelers. We will take the opportunity to fully re-implement your account, engage new participants and deliver momentum to help NASPO continue encouraging adoption among other states.

CTM recommends continued continuous improvement of the NASPO account, encourages state entity adoption of CTM tools and technologies, and will offer a full implementation upon any entity transitioning online booking tools or upon onboarding of new participating states.

Your Account Manager, Keri McDonald, will be responsible for coordinating all aspects future implementations and ongoing satisfaction for the life of our relationship. Keri will continue to meet with you on your preferred intervals and host travel training sessions as needed on an ongoing basis. Our personal approach is perfectly aligned to provide consultative support to NASPO in implementing and refining a successful travel management program.

We recommend a re-introduction to the latest CTM capabilities and technology tools that will future proof your program for the next generation of travelers, with a keen eye to increasing engagement and adoption among participating entities. We will take the opportunity to deliver momentum to help NASPO continue encouraging adoption among other states and as we enter the post-pandemic recovery period.

CTM will provide user-based trainings for the overall NASPO travel program and specific to each participating state as we relaunch the program with enhanced technology tools. We will conduct in-person and webinar orientations to reach all NASPO user groups and types.

A sample of our full implementation plan, which will guide our re-implementation and enhancement of services as well as the onboarding of each new participating entity, is included as [Exhibit A: Sample CTM Implementation Approach](#).

3.4.6.3 Disengagement

Describe the process and tools Proposer currently has to assist a Participating Entity in to transition from Proposer’s Services to a subsequent solution.

CTM has fully developed transition processes to guide NASPO and participating states through a transition to new CTM tools and a program re-implementation. Our experience and tested methodologies allow us to easily mitigate risk factors during a migration to alternate CTM tools or alternate future provider.

3.4.7 Program Management

Describe Proposer's profile management process. The process must include at a minimum:

3.4.7.1 Profile Management

What is the process for the Authorized Users access to update profile information including preferences within the booking tool.

Traveler profiles may be updated via an optional HR data feed, or within the online booking tool. Updates synch between the GDS and online tool for consistency of service.

3.4.7.2 Data Management and Security

Describe the Proposer's process to create, publish, maintain and deploy a profile data security plan. The plan must include at a minimum:

3.4.7.2.1 Profile Data

Describe how profile data and protected information is secured and managed. How long data is stored on the Proposers servers and where the servers and back up servers are stored. What data levels of security are followed and what is the definition of each level?

We generally recommend a process that includes an HR feed to authorize state travelers. This feed can be uploaded once during implementation or automated for regular updates to ensure accuracy. CTM administrators can also add or remove user access at your request.

CTM also works with individual states that have chosen a registration process requiring authorization either by a state authorizer or parameters given to CTM for approving. These parameters are customized to each state entity and include online booking access and the current lodging only booking site.

All travelers' personal information will be kept until you request us to remove their profiles and is purged upon contract termination. CTM compiles and updates company profiles regularly scheduled HR data feeds, which is the most accurate way to help our clients manage their company coding and traveler profiles and ensures the information on new hires, terminations, and changes are up to date.

Many records need to be stored to remain in compliance with legislative requirements and industry regulations, but also so we have sufficient data backups necessary for recovery from catastrophes. We maintain financial records for a minimum of seven years within CTM Data and other proprietary systems to meet regulatory guidelines and are able to comply with data retention requests otherwise stated in this RFP.

3.4.7.2.2 System Management

Describe how the Proposers identify' s and repairs any security gaps that may expose Participating Entity data to risk of unauthorized access or use.

CTM takes customer data privacy very seriously. Processes that protect customer privacy are integral parts of our workflow. CTM has never experienced a breach of customer data or trust.

CTM uses Hypertext Transfer Protocol Secure (HTTPS), or "HTTP Secure," along with SSL for any online activity using its web-based technologies. The SSL certificate is using the "sha256RSA" Signature algorithm.

Data must be encrypted when transmitted across CTM networks to protect against eavesdropping of network traffic by unauthorized users. In cases where the origin and destination endpoint devices are within the same protected subnet, data transmission must still be encrypted due to the potential for high negative impact of a data breach.

When data transfer occurs between any CTM system and third party system the use of an SFTP server or secured web service is required. Additional encryption of said data using PGP is encouraged.

The proper handling of information technology security incidents, both electronic and physical, is critical in protecting our clients' information. As part of our comprehensive incident response plan, CTM has created stringent protocols to protect the confidentiality, integrity, and availability of all data. These procedures coexist with all other legally binding documents that guide the conduct of CTM employees. These protocols are tested yearly, or as needed.

3.4.7.3 Data Confidentiality

Describe the security policies and processes in place that include Confidentiality of data including personal information. Including the process to investigate any data security related incident and provide notice to the Participating Entity and others, such as the Lead State and the individuals who data was involved, as deemed appropriate and to others as required by law or deemed appropriate by the Participating Entity.

CTM takes customer privacy very seriously, and all CTM proprietary software applications are subject to regular expert third-party security and penetration testing and software code reviews. We are committed to complying with all privacy laws as well as client specific data privacy requirements.

CTM employs PCI-level standards as part of the overall IT security framework, such as firewall/network vulnerability testing, data encryption (storage and transmission), access limitations including physical access, anti-virus and malware protection, and appropriate employee security policies. All integrated technology partner, such as Concur, are required to meet the same vigorous standards.

CTM takes customer data privacy very seriously. Processes that protect customer privacy are integral parts of our workflow, and CTM has never experienced a breach of customer data or trust. We are PCI-compliant, employing PCI-level standards as the overall IT security framework. We include such processes as firewall/network vulnerability testing; data encryption (storage and transmission); access limitations, including physical access; anti-virus and malware protection; and appropriate employee security policies.

CTM operates under a strict set of policies and standards with quarterly reporting to the board of directors. Our global data warehouse where customer information is stored is ISO 27001-2013 and ISO 9001-2015 certified. In addition to our datacenter, we maintain PCI-DSS-, SOC-2 Type 2-, and GDPR-compliant designations.

Access to client confidential data is limited to only those CTM employees or NASPO employees with a legitimate need to know. Confidential data is protected through information security policies, procedures and technology designed specifically for this purpose. For profiles, bookings and any appropriate Personally Identifiable Information (PII) and the use of such data will only be for the purpose of booking and managing your travel requirements.

3.4.7.4 Training

Describe training that is available at no additional charge to Participating Entities, the Lead State and NASPO ValuePoint, that includes:

- **Online booking tool sessions;**

Yes. Online booking trainings are customized for each participating state and are customized for travelers, coordinators, and administrators:

- Upload and make changes to travelers' profiles
- Book, cancel and change a reservation online
- Trip approvals online
- Manage multiple trips online

- **Webinars;**

Yes. Webinar sessions are provided and can be recorded for on demand consumption by new users.

- **Reporting;**

Yes. Training for reporting tools is customized for each participating state and is tailored to Administrators and Procurement staff:

- Create reports
- Track travelers
- Track travel spend

- **Online user support;**

Yes. Online user support is provided by your agent team as well as our Technical Helpdesk. Assistance can range from calling a sold out hotel to assisting with password resets and rate loading.

- **Printable user guides/tutorials for travel administrators, travel coordinators, and Authorized Users;**

Yes. Printed materials as well as digital materials are made available during implementations and for on demand consumption by new users.

- **Presentations including preparation and planning.**

Yes. It has been our experience, that communications are critical to the success of your travel program transition. Successful implementation plans include the following components:

- Customized Traveler/User Communications for each user role
- Information seminars and Q&A sessions about the change
- Assistance identifying value of technologies as highlighted by user role
- Assistance in communicating support resources for your program
- Assistance in developing a training program for "in department" resource users to facilitate program adoption—i.e., "super users"

By understanding the role of each user in your travel program, CTM is able to target communications, adoption campaigns and overall program participation by focusing on the program benefits that will make life easier for each individual user. This creates greater program participation, drives savings and advances travel goals.

CTM will provide user-based trainings for the overall NASPO travel program and specific to each participating state as we relaunch the program with enhanced technology tools. We will conduct in-person and webinar orientations to reach all NASPO user groups and types.

Standard training recommendations for new implementations, technology transitions, and as refresher courses for ongoing development are listed below:

1. Online Booking Tool – Travelers

- Complete individual traveler profiles
- Book, cancel and change a reservation in the online tool
- Send for trip approval with the online tool
- Manage multiple trips online

2. Online Booking Tool – Coordinators/Administrators

- Upload and make changes to travelers' profiles
- Book, cancel and change a reservation online
- Trip approvals online
- Manage multiple trips online

3. Travel Reporting Tools – Accountants and Administrators

- Create reports
- Track travelers
- Track travel spend

4. Policy and Procedure – All Audiences

- Protocol for online and agent assisted travel
- Travel policy parameters within the online tool and agent assisted travel
- Approval process

5. Designated Team Reservations – All Audiences

- Meet your travel team
- How to contact travel team
- Hours of Operation and After-hours assistance

3.4.7.5 Business Continuity and Disaster Recovery Plans

Describe the Proposer’s disaster recovery and business continuity plans. Which must include timelines and the ability to continue services required in the Scope of work. Include the ability to continue services required in the Scope of Work. The plan must at a minimum address:

3.4.7.5.1 Server/Power Failure

Describe the processes and approaches used to ensure business continuity in the event of a power failure and / or server failure affecting Proposer’s operations. Include the expected downtime until the backup goes in to affect.

CTM has a business continuity plan that specify roles and responsibilities during incidents, covering problems such as various natural disasters, office closures, catastrophic hardware failures, and data breaches. It includes escalation and notification policies as well as business resumption plans and procedures.

Our director of compliance and CIO conduct annual risk review/business impact analysis with each department manager to identify risks, RTO/RPOs, critical vendors, staff, etc. These reviews help define and keep the overall risk assessment program up to date.

CTM has moved key software, hardware, and telecom services to a cloud environment, which is optimum course of action given our wide geographic distribution, desire to scale, and requirement for “always available” services.

- CTM’s corporate email, intranet, and messaging services are hosted on the Microsoft Office 365 platform. This platform has a financially guaranteed 99.9% service availability. More information can be found at <http://office.microsoft.com/en-au/business/office-365-online-service-availability-FX104028266.aspx>
- CTM’s global website is hosted by Amazon EC2 Cloud services, as are CTM’s client portal and key travel-related applications. This platform also financially guarantees an SLA uptime in excess of 99.95% <http://aws.amazon.com/ec2/sla/>
- CTM’s Client Relationship Management (CRM) tool is integrated Microsoft Dynamics, located on similar infrastructure and has the same SLA to the Microsoft Office 365 platform.
- Our GDSs are fully online and can be accessed from any location with Internet access. Booking and ticketing can be rerouted to any CTM location globally.
- CTM has recently implemented a state-of-the-art IP and Unified Communications system based on the RingCentral platform, which provides full redundancy and disaster recovery capabilities.

Any other localized systems (file/print, local accounting) are backed up daily and can be restored at a remote location if required. Key offices have redundant local servers for these applications.

Should any outage or downtime occur, estimated time for recovery is communicated at the time of outage specific to the reason for the outage.

3.4.7.5.2 Disaster Recovery Plans

Describe the Proposer's processes and procedures if the following type of emergencies were to occur: malware / ransomware attack, denial of service, nature events (storms, earthquake, floods, and tornadoes), pandemics or terrorism (911 and the airspace shutdown).

CTM has focused on ensuring our systems are secure, highly available, reliable and resilient. Our high level of investment in our technology platform, as well as excellent relationships with key service providers has allowed us to achieve this goal. In the instance that an issue does occur, we have solid recovery processes in place and can move quickly to restore access to services.

The proper handling of information technology security incidents, both electronic and physical, is critical in protecting our clients' information. As part of our comprehensive incident response plan, CTM has created stringent protocols to protect the confidentiality, integrity, and availability of all data. These procedures coexist with all other legally binding documents that guide the conduct of CTM employees.

Given that all key client-facing and services systems are available securely from any location with internet access, CTM is well insulated from disasters that may affect one or more of the branches. For example:

- Building evacuation (with/without building power available),
- Critical business services/hardware failure (e.g. severing of communications cables at building or street level, failure of external system or service provider),
- Fire,
- Unsafe/unhealthy environment (e.g. lift failure, water supply failure, air conditioning failure, water damage, flooding),
- Major Hardware Failure (e.g. local phone systems, servers, power surge or spike impacting on local computer network and hardware)
- Major airline industry event (e.g. Carrier collapse, safety event, airport or airspace closure or airport/airline technical failure),
- Travel restrictions/bans due to safety or security reasons,
- Travel restrictions due to health events/concerns, contagious illness spreading through staff or general population,
- Client business emergency. Full details on these procedures are available upon request.

3.4.7.5.3 Communication

Describe the Proposer's method for notifying Participating Entities of a disaster or other service disruption. Include method for providing status updates and if an emergency such as COVID-19 or a similar disaster occurs?

Upon notice of any service disruption, Travel Managers are notified via email alert, breaking news will be posted to the traveler portal, and mitigation processes will restore service as quickly as possible.

CTM uses multiple outlets to communicate industry events and updates to our clients:

- Direct communications between your account manager and travel managers
- Risk and safety alerts specific to itineraries and travel destinations
- Our e-newsletter, The Ticket, targeted for industry updates for business travelers
- Social media outlets, including Facebook, Twitter, and LinkedIn

For large-scale or long-term disruptions, such as COVID-19, CTM may elect to establish a dedicated communication channel for real-time updates. For example, due to the rapidly changing travel restrictions, CTM established the [COVID-19 safety and advice](#) page on our website in addition to other communication channels.

3.4.7.5.4 Returning Funds during a Disaster incident

Describe the process and procedure the Proposer would take if the disaster required funds for airline ticket purchases or un-used tickets to be returned occurs?

We have an under 7-day refund policy. Refunds are processed immediately with final payment from the carrier based on carrier terms and/or via UATP options to consolidate unused ticket assets. CTM would do all possible to ensure ANY airline rulings altered due to the circumstances of the incident would be adhered to and communicated with the states.

In addition, our automated unused ticket tracking system will incorporate amended expiry dates and airline waivers available for unused ticket credits, allowing us to help our customers reduce change costs for tickets affected by COVID-19 travel restrictions. CTM will also process carrier direct name change requests as needed.

3.4.7.6 Subcontracting

Describe of all services the Proposer intends to sub-contract. Including at a minimum:

- **Describe the implementation services or third party products or services the sub-contractor may provide and of how implementation of services will work including the sub-contractor and how the services will be managed.**

CTM does not outsource or subcontract any of our critical services, including after-hours services. All services described will be performed by in-house CTM staff.

3.4.8 Program Outreach

Describe how Proposer intends to promote the use of the Master Agreement. Including what opportunities and/or challenges does the Proposer see in working with NASPO ValuePoint, steps to increase on-line booking usage and what goals the Proposer has to meet in the first year if awarded a contract.

CTM has worked with NASPO diligently to build a program to this scale and is excited to continue enriching the NASPO travel program offering. We have assisted NASPO in building a program through consistent exposure and by remaining an ambassador to NASPO within the travel management and state purchasing community.

CTM believes strongly in content and curriculum marketing that focuses on expertise, technology, and proven return on travel investment. This approach mitigates many of the challenges of communicating the value of a travel management program. We will offer NASPO compelling co-branded content to share during the next contract term to create excitement among members about the new tools being made available to them and to encourage the adoption of a managed travel program by new states.

CTM offers to co-produce a scheduled number of case studies or other worthwhile content annually, to be shared with NASPO members for direct messaging to increase program adoption. Additionally, we will continue to share relevant travel management industry trends, initiatives, and white-paper materials to NASPO and your participating entities.

With this confidence, we have created a brochure for distribution to new and potential participants focused on how CTM helps NASPO provide value through every step of the travel program. We have include this with our response as [Exhibit B: CTM Innovation Solutions for State Government Travel](#).

CTM continually produces materials to benefit our customers and NASPO-participating entities. From blogs to white papers to e-books, valuable insights are available to NASPO entities throughout CTM's messaging channels:

- [A Fresh View to Business Travel 2022 eBook](#)
- [Power Up Your Travel Program](#)
- [Advice for pandemic flight cancelations](#)
- [10 Tips for Sustainable Business Travel Programs](#)
- [What Happens Next: Post-COVID Travel Program Readiness Check](#)

We look forward to working with NASPO stakeholders through the next contract term to identify engagement strategies for new entrants and adoption campaigns for existing participants to ensure each entity is getting the best value from the NASPO travel program.

3.4.9 Security Certification (Pass/Fail)

Proposal must contain a statement demonstrating Proposer's agreement that if awarded a Contract:

- 3.4.9.1.1 Proposer and Proposer's staff with access to Participating Entity and Purchasing Entity systems, facilities, data, and confidential information will submit to all security checks requested by Lead State, a Participating Entity, or a Purchasing Entity, which may include any combination of fingerprinting, state criminal background checks, and Federal Bureau of Investigation Criminal Justice Information Services ("FBI CJIS") background checks; and**
- 3.4.9.1.2 Upon request, Proposer and Proposer's staff will sign a non-disclosure agreement for any and all data or information received or processed on its equipment related to the Services; and**
- 3.4.9.1.3 Proposer will protect at all times sensitive material it receives relating to the Master Agreement, a Participating Addendum, or a Request for Services; and**
- 3.4.9.1.4 Proposer and the electronic aspects of its Services will meet or exceed security standards as set forth in the following:**
 - o NIST 800.53 (National Institute of Standards and Technology) at moderate level (or equivalent standard);**
 - o PCI (Payment Card Industry) requirements;**
 - o NACHA (National Automated Clearing House Association) Rules**

Yes. CTM agrees to the above security measures and assumptions.

Note: Additional required forms have been enclosed with our response, as requested:

- Attachment B – Disclosure Exemption Affidavit
- Attachment E – Certified Disadvantaged Business Outreach Plan
- Attachment F – Responsibility Inquiry



Travel Management Implementation Approach

CTM approaches and tools designed to implement travel management solutions that perform and transform.





Implementation Strategy and Tools

CTM has a wealth of experience implementing, optimizing and consolidating travel programs on a local, national and multinational scale.

We have developed methodologies and risk reduction measures that ensure cost-effective, service-orientated, seamless implementations. We understand the challenges of transition and will assign a dedicated implementation manager to drive the process and ensure minimal disruption to your travelers.

We believe our strength lies in the personal approach we take to implementation. We can comfortably meet your implementation expectations and will work in partnership with you to design a unique transition plan for offline and online services that is closely aligned to your goals, requirements and culture.

Digital Project Management

CTM utilizes Smartsheet, which is an online tool that designs customized plans, assigns implementation tasks, tracks project progress, allows us to share documents both internally and with clients and provides reporting.



Task Stat...	Task Name	Owner	Status	Comments	Duration	Start	Finish
	Dates included are for demonstrational purposes only. A full scope of the travel program must be completed before a start date can be determined.						
	Implementation Set Up Phase				30.125d	10/05/21	11/16/21
	SET UP				4d	10/05/21	10/08/21
	Final Contract Complete	SM Sales Manager	Complete		0	10/05/21	10/05/21
	Update CRM Client Status	SM Sales Manager	Complete		30m	10/05/21	10/05/21
	Complete New Account Notification Form	SM Sales Manager	Not Started		4d	10/05/21	10/08/21
	Set Up Project in Smartsheet	IM Implementation Manager	Not Started		1h	10/05/21	10/05/21
	Smartsheet handoff to Account Manager	IM Implementation Manager	Not Started		1h	10/05/21	10/05/21
	PLANNING				10d	10/06/21	10/20/21
	Obtain written travel policy and review	AM Account Manager OM Operations Manager	Not Started		1h	10/06/21	10/06/21
	Provide client with Client Questionnaire	IM Implementation Manager	Not Started		30m	10/06/21	10/06/21
	Conduct Client Kick Off Meeting to review client questionnaire	AM Account Manager C Client GM General Manager OIM Online Implementation Manager OM Operations Manager SM Sales Manager	Not Started		0.875d	10/14/21	10/14/21
	Client Questionnaire Complete - Agree Scope of Service	AM Account Manager OM Operations Manager	Not Started		1h	10/20/21	10/20/21

As we customize implementation plans to fit our clients' needs, every implementation is different. Detailed tasks aligned to program configuration and digital project plans keep your travel team connected.

An example of our detailed planning approach can be seen on the following pages.

Task Name	Owner	Status	Duration	Start	Finish
Dates included are for demonstrational purposes only. A full scope of the travel program must be completed before a start date can be determined.					
Implementation Set Up Phase			30.125d	10/05/21	11/16/21
SET UP			4d	10/05/21	10/08/21
Final Contract Complete	Sales Manager	Complete	0	10/05/21	10/05/21
Update CRM Client Status	Sales Manager	Complete	30m	10/05/21	10/05/21
Complete New Account Notification Form	Sales Manager	Not Started	4d	10/05/21	10/08/21
Set Up Project in Smartsheet	Implementation Manager	Not Started	1h	10/05/21	10/05/21
Smartsheet handoff to Account Manager	Implementation Manager	Not Started	1h	10/05/21	10/05/21
PLANNING			10d	10/06/21	10/20/21
Obtain written travel policy and review	Account Manager, Operations Manager	Not Started	1h	10/06/21	10/06/21
Provide client with Client Questionnaire	Implementation Manager	Not Started	30m	10/06/21	10/06/21
Conduct Client Kick Off Meeting to review client questionnaire	Account Manager, Client, General Manager, Online Implementation Manager, Operations Manager, Sales Manager	Not Started	0.875d	10/14/21	10/14/21
Client Questionnaire Complete - Agree Scope of Service	Account Manager, Operations Manager	Not Started	1h	10/20/21	10/20/21
VENDOR AGREEMENT SET UP (Attach Contracts to Smartsheet Questionnaire)			19.125d	10/20/21	11/16/21
Provide copies all of airline agreements (including ticketing instructions, amendments, extensions, etc.)	Client	Not Started	1h	10/20/21	10/20/21
Provide airline flex fund, SWABIZ and/or soft dollar account login details	Client	Not Started	1h	10/20/21	10/20/21
Identify and Recommend for Soft Dollar Programs	Account Manager	Not Started	1h	10/20/21	10/20/21
Request Airline Fare Filing code (aka SNAP code) from ATS team via email	Account Manager	Not Started	1h	10/20/21	10/20/21
Request ATPCO fare filing form from airline representative(s)	Account Manager	Not Started	1h	10/20/21	10/20/21
Work with Operations to complete ATPCO form and return to the airline for rate loading	Account Manager	Not Started	1h	10/25/21	10/25/21
Agree management of hotel program	Account Manager	Not Started	1h	10/20/21	10/20/21
Provide list of negotiated hotel properties	Client	Not Started	1h	10/20/21	10/20/21
Request or confirm Hotel Rate Access code	Account Manager	Not Started	1h	10/20/21	10/20/21
Acquire Rate Loading instructions and distribute to preferred hotels	Account Manager	Not Started	1h	10/20/21	10/20/21
Hotel Virtual Pay Solution (Conferma (V-Pay), CSI (V-Pay), or Smart Bill)	Account Manager	Not Started	1h	11/16/21	11/16/21
COUPA - Complete Implementation Form and send to NA Automation Training and Support Group <na.opssupport@travelctm.com>	Account Manager	Not Started	1h	10/20/21	10/20/21
TRIPBAM - Complete Implementation Form and send to NA Automation Training and Support Group <na.opssupport@travelctm.com>	Account Manager	Not Started	1h	10/20/21	10/20/21
Provide existing car contracts	Client	Not Started	1h	10/20/21	10/20/21
Provide contracts for all car/limo/rail companies with Account/CD numbers	Client	Not Started	1h	10/20/21	10/20/21
Send request to load limos into Groundspan	Account Manager	Not Started	1h	10/20/21	10/20/21

Set Up & Build Phase			54.875d	10/14/21	01/04/22
CTM Portal, CTM Data, OBT			52.885d	10/14/21	01/03/22
Confirm admin user access and permissions (roles) for CTM Portal / OBT	Client, Online Implementation Manager	Not Started	5m	10/14/21	10/14/21
CTM Portal: Discuss any Client specific Links or Documents to be added to the Portal	Online Implementation Manager	Not Started	10m	10/14/21	10/14/21
Confirm how travelers will access CTM Portal / OBT	Client, Online Implementation Manager	Not Started	5m	10/14/21	10/14/21
Who will need access to CTM Data	Client, Online Implementation Manager	Not Started	5m	01/03/22	01/03/22
Confirm who should receive Risk Alerts	Client, Online Implementation Manager	Not Started	5m	10/14/21	10/14/21
Operational Set Up			48d	10/20/21	12/29/21
Ensure Operational Profiles are complete	Operations Manager	Not Started	2h	10/20/21	10/20/21
POS set up	Operations Manager	Not Started	1d	10/20/21	10/21/21
Assign Agent Team	Operations Manager	Not Started	1h	10/20/21	10/20/21
Submit Mid Office Requirements	Operations Manager	Not Started	2h	10/20/21	10/20/21
Submit Back Office Requirements (if needed/required)	Account Manager	Not Started	2h	10/20/21	10/20/21
Submit File Finishing Requirements / Scripting requirements	Operations Manager	Not Started	1h	10/20/21	10/20/21
Submit Unused Ticket tracking Requirements	Operations Manager	Not Started	2d	12/28/21	12/29/21
Request SWABIZ to be added to Booking Builder (BB)	Operations Manager	Not Started	2d	10/20/21	10/22/21
Request to ATS to add client information Sabre National directory (RC9H). Confirmation of addition is required.	Operations Manager	Not Started	1d	10/20/21	10/21/21
Assign phone/skill number	Operations Manager	Not Started	1h	10/20/21	10/20/21
Confirm Customer Alerts	Account Manager	Not Started	1h	12/21/21	12/21/21
Complete Customer Thermometer Set Up	Account Manager	Not Started	1h	12/21/21	12/21/21
Send email notification to After Hours management team of account specifics	Operations Manager	Not Started	1h	12/28/21	12/28/21
Share Completed Questionnaire to Sabre Profile Team to Complete Company Profile	Implementation Manager	Not Started	1d	10/20/21	10/21/21
Finance and Accounting			0.125d	12/21/21	12/21/21
Set up Customer in CRM	Account Manager	Not Started	1h	12/21/21	12/21/21
Set Up Customer Payment Process as needed (invoicing)	Account Manager	Not Started	1h	12/21/21	12/21/21
Change Management			47.875d	10/25/21	01/04/22
Provide sample communication template for traveler communication	Account Manager	Not Started	1h	10/25/21	10/25/21
Identify Training Needs (Webinar and In Person) and Schedule Training	Account Manager, Client	Not Started	1h	10/25/21	10/25/21
OBT training for all users	Account Manager	Not Started	5d	12/28/21	01/04/22
Send agent contact sheet	Account Manager	Not Started	1h	12/30/21	12/30/21
Provide OBT & Portal User Guides to AM	Online Implementation Manager	Not Started	2h	12/30/21	12/30/21
Reporting			0.125d	12/21/21	12/21/21
Provide the following to NA Reporting: DK, UDIDs, Reason Codes, Client access to CTM Data online, Fiscal or Calendar year, Currency, Request standard monthly reports	Account Manager	Not Started	1h	12/21/21	12/21/21
Online Booking Tool			51.01d	10/15/21	12/30/21
Order OBT Site	Online Implementation Manager	Not Started	30m	10/15/21	10/15/21
Request 3rd-Party Resources for Product Integrations as applicable	Online Implementation Manager	Not Started	1.5h	10/20/21	10/20/21
Begin online configuration	Online Implementation Manager	Not Started	4h	10/26/21	10/26/21
Submit preferred hotel import documents to OBT team	Account Manager	Not Started	2h	10/20/21	10/20/21
Load Profiles (If applicable)	Online Implementation Manager	Not Started	4h	12/23/21	12/23/21
Conduct Internal site walk through, including insuring all data is captured and displayed in Portal and OBT; address unused tickets in the OBT	Account Manager, Online Implementation Manager, Operations Manager	Not Started	1.5h	12/23/21	12/23/21
Update and Review Configuration	Online Implementation Manager	Not Started	2h	12/27/21	12/27/21
Conduct client site walk through	Online Implementation Manager	Not Started	1.5h	12/28/21	12/28/21
Update and Complete Configuration	Online Implementation Manager	Not Started	2h	12/29/21	12/29/21
OBT functional overview and sign off	Client, Online Implementation Manager	Not Started	1h	12/29/21	12/29/21
End to End testing complete, hand over to Account Management (at go live)	Online Implementation Manager	Not Started	5m	12/30/21	12/30/21

Configuration, Testing & Roll Out Phase			3.5d	12/23/21	12/29/21
Internal Training			1.125d	12/23/21	12/27/21
Internal Training Set Up	Operations Manager	Not Started	1h	12/23/21	12/23/21
Internal Training Conducted	Operations Manager	Not Started	1h	12/27/21	12/27/21
Testing and Sign Off			0.5d	12/29/21	12/29/21
CTM Portal, CTM Data	Online Implementation Manager	Not Started	1h	12/29/21	12/29/21
OBT Testing	Online Implementation Manager	Not Started	2h	12/29/21	12/29/21
IF NEEDED: Configure and Test 3rd-Party Integrations	Online Implementation Manager	Not Started	4h	12/29/21	12/29/21
Script testing	Operations Manager	Not Started	1h	12/29/21	12/29/21
Mid Office Testing	Operations Manager	Not Started	30m	12/29/21	12/29/21
Back Office Testing	Operations Manager	Not Started	30m	12/29/21	12/29/21
POS Testing	Operations Manager	Not Started	1h	12/29/21	12/29/21
Vendor Contract Testing	Operations Manager	Not Started	30m	12/29/21	12/29/21
Go Live			6d	12/30/21	01/07/22
Launch Day	Account Manager	Not Started	1d	12/30/21	12/30/21
Assess Service Levels	Account Manager	Not Started	4d	01/04/22	01/07/22
Review Processes	Account Manager	Not Started	4d	01/04/22	01/07/22
Internal Support Communication	Online Implementation Manager	Not Started	15m	12/30/21	12/30/21
Trigger Welcome Email if applicable (Non-SSO Accounts)	Online Implementation Manager		15m	12/30/21	12/30/21
Confirm reporting fields are correct	Account Manager	Not Started	4d	01/04/22	01/07/22
Project Closure			2d	01/21/22	01/24/22
Submit Request to to close project in Smartsheet	Account Manager	Not Started	1d	01/21/22	01/21/22
Close Smartsheet	Implementation Manager	Not Started	1d	01/24/22	01/24/22
Download all attachments and export sheet into Excel document	Implementation Manager	Not Started	1d	01/24/22	01/24/22



Implementation Communication

CTM customers benefit from the creation of a robust and compelling communications campaign, designed to drive engagement and compliance.

Our communication strategy focuses on the benefits of the program, both for the traveler and the organization.



Internal Newsletter / Intranet Post



Targeted User Forums



Reminder Email(s)

Let's welcome our new TravelPartner- Corporate Travel Management (CTM)

Effective [DATE], CTM will be our Travel Management Company. Travel bookings will be easier and more cost effective. Colleagues will book all domestic and point to point trips with the CTM [ONLINE BOOKING TOOL] online booking tool and will call CTM travel agents for complex international travel.



Need to know:

- [DATES] Continue to book all business travel with xxINCUMBENT
- [DATES] Travel Blackout period: Do not book travel
Get all travel booked in advance of blackout. For any new emergency bookings during the blackout period, please send an email to xxx@xx.com
- [DATES] Travelers with existing xxINCUMBENT tickets with travel dates after Mar 1 will make any changes directly with the supplier.
- [DATES] Update Profile and Book Travel with CTM

Required Action Items

1. Attend one of the applicable Travel Training Sessions, if your job requires business travel and/or if you arrange travel for other colleagues. (Note: Meeting Invitations will be sent out separately)

Location / Department (how you want to segregate)	[DATES]
US	[DATES]
[REGION 2]	[DATES]
[REGION 3]	[DATES]
[REGION 4]	[DATES]

The training includes information about:

- Access to the CTM Portal and CTM [ONLINE BOOKING TOOL] online booking tool
- How to set up your [ONLINE BOOKING TOOL] Travel Profile

2. Create your travel profile on March 2 & book travel

- On Travel pages access – CTM Portal
- Select [ONLINE BOOKING TOOL] (this will give you access to profile, travel, and expense)
- Select Profile (Upper right). Complete all mandatory profile fields & SAVE
- Book Travel

Note: Training material will be located on the xxxxxpage. If you have additional questions, contact xxx



Corporate Travel Management
USA | EUROPE | ASIA | AUSTRALIA | NEW ZEALAND
us.travelctm.com



ctm

**AN INNOVATIVE SOLUTION
TO STATE GOVERNMENT TRAVEL**

CTM IS HERE FOR YOU

In a government-run setting, getting your employees from point A to point B while meeting fiduciary and regulatory responsibilities can be challenging. CTM is here to help. We are the official travel management company for the NASPO ValuePoint travel center, which has been designed specifically for public agencies to meet their travel needs and be a one-stop-shop travel shopping site. All of the agreements and listings have been competitively solicited through participating states' procurement processes – making it so all you need do is sign up.

The travel center provides travelers with access to air, rental car, and air programs. And with NASPO's leveraged volume, we can provide you with unprecedented savings allowing you to stay within your budgetary goals.





YOUR TRAVEL CENTER

CTM is the preferred travel management company for the NASPO ValuePoint travel center. You and your travelers will have access to fully vetted and contracted suppliers – a one-stop-shop specifically for state-run entities.



HOTELS

NASPO ValuePoint Lodging is a nationwide program with over 11,000 qualified properties consisting of over 1,000,000 rooms that honor GSA per-diem rates for state employees traveling on official business.

When searching, only properties that offer at or below GSA per-diem rates will be offered. The system will also show amenities and additional information such as a map, property details, and rates.



ONLINE BOOKING

Travelers look for a tool that makes it super easy to book travel. In contrast, you require a booking solution that will help manage your program, stay in line with government travel regulations, drive savings, and support your duty of care initiatives. We'll help you with that.

We offer a choice of online booking tools, all compliant with program expectations. We provide a high level of administration, customer support and site customization, regardless of your choice. We'll work with you to ensure the right online booking tool is implemented to maximize your adoption.



RESOURCE CENTER

The ValuePoint Travel Resource center is your one-stop-shop to answer all of your questions surrounding the NASPO ValuePoint travel center contracts and programs. This page contains how-to videos, links to NASPO ValuePoint travel agreements, and other information on accessing the booking tool and using the agreements to best optimize your state's travel needs.



WE HAVE THE EXPERIENCE

CTM manages an extensive portfolio of government entities, serving thousands of state travelers with a unique comprehension of their requirements.

In the U.S., CTM manages more than \$75 million in annual travel expenditures under government travel management programs. The needs of government-based entities are quite unique and much more complex than the private sector. Therefore, we've developed specific operational processes, training practices, and software applications meant just for government travelers.

To ensure you're compliant with all of the rules and regulations, we've developed systems that will automatically monitor your compliance with Federal Acquisitions Regulations (FAR), the Fly America Act, Open Skies, and state and federal per diem programs. We will also use our experience and technology to ensure you have the lowest logical airfares – with the documentation and reporting to prove it.



GETTING STARTED

We look forward to working in tandem with NASPO participating states and government entities to design and deploy compliant travel solutions.

Get started by reaching out to CTM's NASPO business development resource. Request a personal technology demonstration and discussion of the ways CTM can drive compliance, safety, service and value to a managed travel program for your state.

Sean Sullivan

Director of Business Development
Corporate Travel Management
direct: +1 781 496 3937
email: sean.sullivan@travelctm.com



[NASPO VALUEPOINT](#)



[LEARN MORE ABOUT CTM](#)

ATTACHMENT B — DISCLOSURE EXEMPTION AFFIDAVIT

Karen McGilvray (Affiant), being first duly sworn under oath, and representing [Corporate Travel Management (CTM)] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about January 25, 2022 (the "Proposal"), to the State of Oregon (State) in response to Request for Proposals S-10700-00001827, for Travel Management Services, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

K. McGilvray

Affiant's Signature

State of CO

) ss:

County of Denver

Signed and sworn to before me on 3/8/22 (date) by Karen McGilvray (Affiant's name).

Amber Deon Newberry

Notary Public for the State of CO

My Commission Expires: September 28, 2025

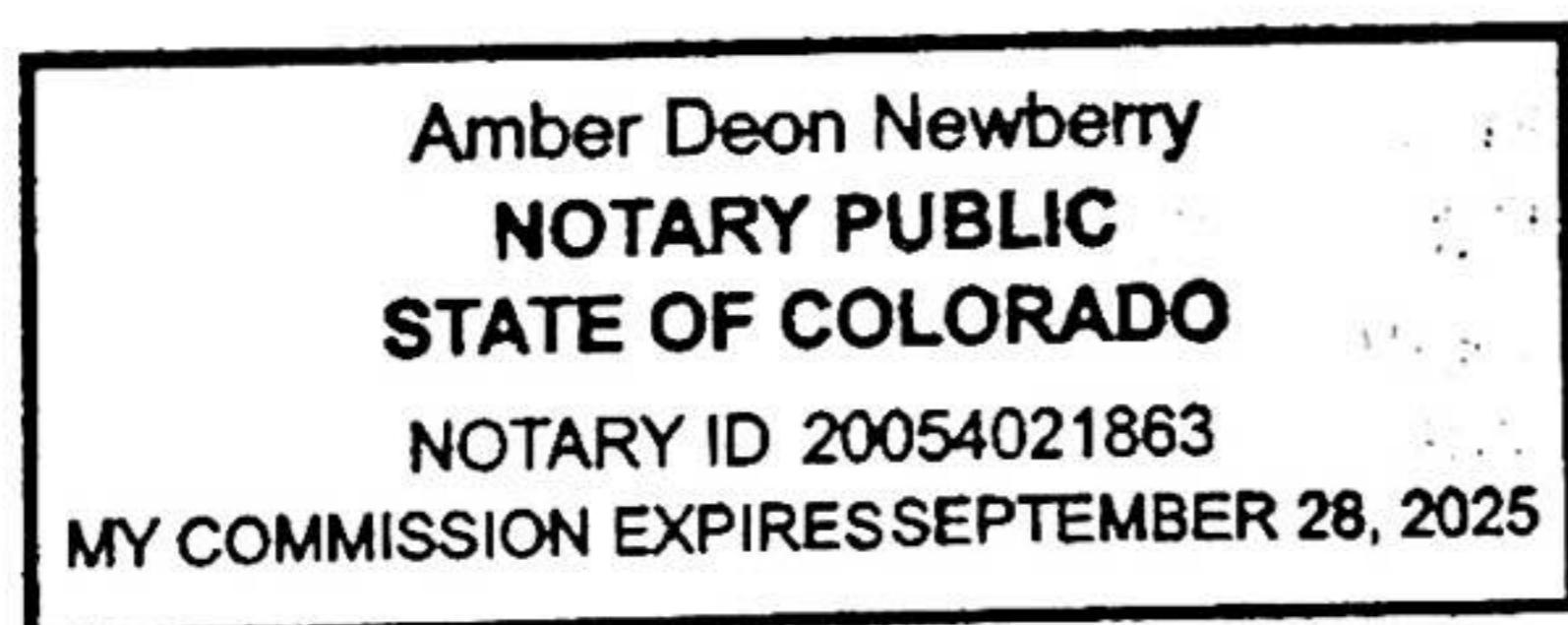


EXHIBIT A TO ATTACHMENT B

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

CTM requests that, in the event of public records request, specific information is redacted to ensure the privacy of our staff and existing clients. Specifically, we ask to redact:

- Staff names and experience details
- Current client information, including personal information from references

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: Corporate Travel Management

Address: 2120 South 72nd Street, **City, State, Zip:** Omaha, NE 68124

State of Incorporation: Delaware **Entity Type:** S-Corp

Contact Name: Karen McGilvray **Telephone:** +1 206 674 4445 **Email:** Karen.mcgilvray@travelctm.com

Oregon Business Registry Number (if required): 1162261-92

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

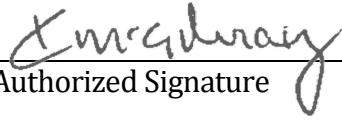
1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Master Agreement terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that DAS has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Master Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Master Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. DAS may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons

distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Master Agreement and a failure to comply constitutes a breach that entitles DAS to terminate this Master Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.
9. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
10. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
11. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
12. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Master Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
13. Proposer acknowledges these certifications are in addition to any certifications required in the Master Agreement and Statement of Work in Attachment A at the time of Master Agreement execution.



Authorized Signature

March 11, 2022

Date

Karen McGilvray, SVP/GM

(Printed Name and Title)

ATTACHMENT D - REFERENCE CHECK FORM

Proposer Name: __Corporate Travel Management

Reference Entity: __State of Alaska_____

Reference Contact Name: __Danielle Meier_____

Contact Telephone Number: __907-465-6534_____

Contact Email Address: __danielle.meier@alaska.gov_____

Please rate the following questions on a scale of 0-10:

0 = Not satisfied 5 = Moderately satisfied 10 = Extremely satisfied.

1. How would you rate the Proposer's ability to deliver travel management services and the overall quality of services provided?

Score: __9.5__

Comments: CTM agents and account management are consistent with providing a high level of service across all 16 departments.

2. How would you rate your overall satisfaction of the business relationship with the Proposer?

Score: __10__

Comments: _I am in constant communication with CTM account management and have always felt very supported our processes and special needs.

3. How would you rate the Proposer's responsiveness to customer service issues and special requests (e.g, reported problems, changes billing, etc.)?

Score: _9.5__

Comments: _Issues are typically handled very quickly and when there might be a delay or issue there is a timeline or other viable options presented.

ATTACHMENT D - REFERENCE CHECK FORM

Proposer Name: Corporate Travel Management

Reference Entity: Power Engineers

Reference Contact Name: Stacey Allred

Contact Telephone Number: 208-788-0339

Contact Email Address: stacey.allred@powereng.com

Please rate the following questions on a scale of 0-10:

0 = Not satisfied 5 = Moderately satisfied 10 = Extremely satisfied.

1. How would you rate the Proposer’s ability to deliver travel management services and the overall quality of services provided?

Score: 10

Comments: We have had three different account managers over the course of our partnership with CTM (formerly T&T) and all of them have been exceptional in the level of oversight and attention they have given our account. They are knowledgeable, skilled, and their customer service is bar none.

2. How would you rate your overall satisfaction of the business relationship with the Proposer?

Score: 10

Comments: We have developed some amazing relationships with our CTM team and these relationships have been invaluable to the success of our travel program. I have the utmost respect for our team and for their knowledge and expertise in their industry.

3. How would you rate the Proposer’s responsiveness to customer service issues and special requests (e.g., reported problems, changes billing, etc.)?

Score: 10

Comments: They have always been very responsive to our requests and willing to troubleshoot issues until we are happy with the resolve. I can’t say enough great things about our partnership with CTM.

ATTACHMENT D - REFERENCE CHECK FORM

Proposer Name: Corporate Travel Management

Reference Entity: University of Alaska

Reference Contact Name: Geoff Jacobs

Contact Telephone Number: 907-450-8061

Contact Email Address: gajacobs@alaska.edu

Please rate the following questions on a scale of 0-10:

0 = Not satisfied 5 = Moderately satisfied 10 = Extremely satisfied.

1. How would you rate the Proposer's ability to deliver travel management services and the overall quality of services provided?

Score: 10

Comments: Travel is booked timely and to our policy requirements. The agent team is very helpful and professional.

2. How would you rate your overall satisfaction of the business relationship with the Proposer?

Score: 10

Comments: CTM is great to work with.

3. How would you rate the Proposer's responsiveness to customer service issues and special requests (e.g., reported problems, changes billing, etc.)?

Score: 10

Comments: CTM is very responsive and helpful for special requests. With COVID we needed to work through over \$500,000 of unused tickets. We were able to keep from spending new money because of CTMs great work ensuring these were used up first wherever possible.

ATTACHMENT E –CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Proposer Name: Corporate Travel Management **Date:** March 11, 2022

Contact Name: Karen McGilvray **Telephone:** +1 206 674 4445 **Email:** Karen.mcgilvray@travelctm.com

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply

Oregon State Certification Number: _____

2. Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

Alamo Travel, based in TX, is a disadvantaged, minority, woman owned business, accredited as such, and is a contracted partner available for segmentation of spend to such a supplier.

3. Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

Not applicable.

4. Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

If no, do not complete the rest of this form and submit this first page with your Proposal.

If yes, please complete the following pages and submit all pages with your Proposal.

CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

5. Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

6. Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

7. Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

ATTACHMENT F - RESPONSIBILITY INQUIRY

DAS will determine responsibility of a Proposer prior to award and execution of a Master Agreement. In addition to this form, DAS may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an DAS finding of non-responsibility and rejection.

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** / **NO** .
2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: 400+

How many contracts did not meet those standards? Number: 0 If any, please explain.

Response:

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
 - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
 - violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
 - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Proposer had:
 - any contracts terminated for default by any government DAS, or
 - any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Proposer have any outstanding or pending judgments against it? YES / NO .

Is Proposer experiencing financial distress or having difficulty securing financing? YES / NO .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES / NO

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? YES / NO .

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? YES / NO / N/A . [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. Just indicate "see Bid" or "see Proposal" in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:

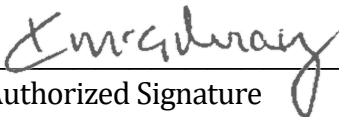
AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name: Corporate Travel Management

RFP: S-10700-00001827

	Project Name: Travel Management Services
--	--


Authorized Signature

March 11, 2022

Date

Karen McGilvray
Print Name

SVP/GM

Title