



# STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:  
Christopherson Andavo Travel. LP

Name

5588 S Green St

Street Address

Salt Lake City

UT

84123-5798

City

State

Zip

Vendor # 93859A Commodity Code #: 96178 Legal Status of Contractor: For-Profit Corporation

Contact Name: Kathleen Roberts Phone Number: +1 801-386-1179 Email: kathleen.roberts@cbtravel.com

2. CONTRACT PORTFOLIO NAME: Travel Management.

3. GENERAL PURPOSE OF CONTRACT: Travel Management Services.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2019, Solicitation# LD19007-1

5. CONTRACT PERIOD: Effective Date: Monday, April 01, 2019. Termination Date: Saturday, March 31, 2029 unless terminated early or extended in accordance with the terms and conditions of this contract.

6. Administrative Fee (if any): 0.00.

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: Standard Terms and Conditions for Goods and Services

ATTACHMENT B: Scope of Work

ATTACHMENT C: Price Sheet

ATTACHMENT D: Weekly Risk Report

**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #LD19007-1.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

## CONTRACTOR

## DIVISION OF PURCHASING

Michael A. Cameron  
Michael Cameron (Mar 29, 2019)

Mar 29, 2019

Contractor's signature

Date

Christopher Hughes  
Christopher Hughes (Mar 29, 2019)

Mar 29, 2019

Director, Division of Purchasing

Date

Michael Cameron CEO

Type or Print Name and Title

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES  
STATE OF UTAH COOPERATIVE CONTRACT**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
  - b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
  - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to DTS under this Contract.
  - f) "**Division**" means the State of Utah Division of Purchasing.
  - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - i) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but are not limited to, all of the deliverable(s) and Custom Deliverable that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - j) "**Proposal**" means Contractor's response to the Division's Solicitation.
  - k) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
  - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
  - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by DTS. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any DTS intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process

and to sole sources that are included within a Request for Proposal.

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used

in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

15. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
  - d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

16. **RESERVED.**

17. **END USER AGREEMENT:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
23. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping any goods relating to these Services.
24. **REPORTS AND FEES:**
  1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The

Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
  5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
  26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.  
  
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return any deliverable related to the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
  27. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Service(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
  28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
  29. **TIME IS OF THE ESSENCE:** Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
  30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
  31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
  32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
  33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
  34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible

User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to DTS, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for DTS and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to DTS, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to DTS any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of DTS (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
  4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by DTS.

Contractor agrees to grant to DTS a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for DTS and the State of Utah to use the Custom Deliverables. DTS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for DTS's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants DTS a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for DTS's and the State of Utah's internal business operation under this Contract. DTS and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

37. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
38. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.
39. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
40. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

41. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
42. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
46. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
47. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
48. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
49. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
50. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised April 16, 2018)



### State of Utah

Category	Scope
Pricing	<p>Pricing is bundled to include account management, reporting (160 standard reports, ad-hoc reporting, and customized reports.) AirPortal 360, and standard after-hours calls.</p> <p>Ticketing fees are charged at the time of ticketing and may be adjusted to include a mark-up applied by the State Travel Department.</p> <p>Monthly reconciliation and details will be provided by Christopherson accounting department.</p>
Volume	<p>Pricing is based on the assumptions regarding volume provided in the RFP:</p> <p>Air Volume ~ \$15.4M USD            Hotel Volume ~ \$3.9M USD            Car Volume ~ \$900K USD</p>
Value Add: Service Configuration	<p>Dedicated team of travel advisors employed by Christopherson, serving the State of Utah</p> <p>Christopherson's agent support team of advisors provide back-up for travel advisors employed by the State</p> <p>Online booking tool, Concur Travel, included in this agreement and provided by Christopherson</p> <p>Christopherson provides the State of Utah with a team of travel advisors that are dedicated to servicing travel requests for the State. Additionally, the State has their own employee's serving as travel agents for specific divisions of the State. Those agents receive support from Christopherson's Agent Support Team.</p>
Online Booking Tool	<p>Christopherson will provide a designated account manager to partner with State Travel Manager to expand implementation and rollout of Concur Travel to additional divisions of the State through communications and training which will be documented through the State's Weekly Risk Report (WRR).</p> <p>Implementation will be customized by Christopherson to meet State and divisional requirements.</p> <p>Christopherson will monitor online adoption and report progress to the State during quarterly reviews.</p>

Value Add: Online Support Services	During business hours, Christopherson's Online Support team provides State travelers and travel arrangers with assistance by phone or email with online booking navigational questions or concerns.
Value Add: Mobile App	Christopherson will provide access to Concur Mobile for State travelers utilizing the online booking tool.
Online adoption	Christopherson will provide, training, and communications to assist the State travel manager with rollout of Concur Travel for online bookings Christopherson and the State travel manager will establish targets for online adoption and provide monthly reports to track progress
Travel Management dashboard	Christopherson will provide the State with permissioned access to AirPortal 360 travel management dashboard and associated mobile app
Mid-office Quality Control	Christopherson will analyze agent workflow for QA automation opportunities and program our mid-office quality control tool to provide additional efficiencies where possible
Form of payment	No change to current form of payment is anticipated during this implementation Credit card on file is required for issuance of airline tickets
Hotel Attachment	Christopherson's designated account manager for the State will integrate utilization of Christopherson's Hotel Attachment to ensure complete traveler itineraries and improved visibility for the State
Triplt	Christopherson Account Manager will provide the State Travel Manager with communications to promote utilization of Triplt mobile app and review cost and options of adding Triplt Pro
Approval process	Existing internal State travel approval process will continue as currently implemented with the option to review and implement changes
Profile management/HR Feed	Christopherson will review existing profile management plan for potential HR feed  Currently, profiles are added one at a time for new travelers or new employees. The State may benefit from Christopherson's ability to accept an HR which automatically creates the initial traveler profiles and deletes profiles of terminated employees.
Traveler Profiles	Christopherson will continue to house profiles in Concur Travel  The management of traveler profiles is to keep them synced between the online booking tool (Concur) and the GDS which the travel advisors use.
Ticketing	Christopherson will apply Instant Ticketing for U.S. discount carriers.
Note: Instant ticketing cannot apply with active approval	Where possible, Christopherson will provide "auto ticketing" of online transactions to ensure prompt workflow and ticketing timeline.

Hotel guarantee & payment	Hotel guarantee and payment processed by traveler's individual credit card.
Value Add: Hotel guarantee & payment	Hotel virtual payment will not be implemented immediately but the State may review options at a later time. Additional fees apply for Christopherson's Virtual Pay or Conferma
Value Add: AirPortal 360	Christopherson will provide permission based access to our travel management dashboard and mobile app, AirPortal 360
Value Add: SecurityLogic	<p>Christopherson will meet with State Risk Management team and provision access to applicable AirPortal tools.</p> <p>Christopherson provides the State with our SecurityLogic technology which we believe could be useful to your Risk Management team. We would like to demonstrate the product to them and provide them with access if they are interested. There is no additional cost to add more users. Currently your travel department leadership uses the tool.</p> <p>The State travel office will determine which level of travel alerts they want Christopherson to push to their travelers to mitigate travel disruption.</p>
AirBank	Christopherson will configure traveler email notifications for unused tickets and provide ongoing review of unused tickets in AirBank with the State travel manager, determine write offs, special requests to airlines, potential for name changes or waivers.
Value Add: International Rate Desk	Christopherson's team of international travel experts will review international reservations for savings and complimentary upgrade opportunity.
Account Management	<p>Christopherson will designate an account manager for the State who will:</p> <ul style="list-style-type: none"> <li>Provide quarterly account reviews</li> <li>Participate in vendor negotiations</li> <li>Conduct traveler surveys</li> <li>Establish annual travel management business plan</li> <li>Provide the State's Weekly Risk Report</li> </ul>
3rd party data integration/data sharing	Where needed, Christopherson will implement 3rd party data integration for International SOS (or similar), PRISM, and other client specific data integrations.
Meeting & Events	M&E is not required for the implementation project. Christopherson will provide contact information for M&E as needed.
Value add: Traveler Surveys	Christopherson will monitor and respond to Traveler Survey results and include survey data in quarterly account reviews.

After-hours Emergency Services	Standard, after-hours and emergency services will be provided for to State for calls outside of standard 8am – 5pm business hours for the State travel office. Standard service is included, no additional fee per call.
After-hours Expedited and/or VIP service	Expedited and VIP services available for an additional fee and provides faster response time to after-hours calls. Expedited fee per call - \$25, VIP fee per call - \$50, as detailed in Cost Justification document.
Weekly Risk Report (WRR)	Christopherson will respond to the State weekly with updates to the Weekly Risk Report
Metrics	Christopherson will adhere to the Metrics described in the State Weekly Risk Report

## Attachement C: Price Sheet

### AR1459: State Travel Management Services

Vendor Name:

Christopherson Business Travel

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On-Site Agent Fee for Airfare	\$	18.00	Includes car and hotel
Car Rental	\$	8.00	Car and/or hotel only
Hotel / Lodging	\$	8.00	Car and/or hotel only
Online Booking Tool	\$	6.00	
State Employed Agent Fee	\$	4.00	
<b>TOTAL</b>	\$	44.00	

<b>Group Bookings</b>	Service Fee Per Traveler
10-25 Travelers	\$ 17.50
26-51 Travelers	\$ 17.00
51-99 Travelers	\$ 16.50
100+ Travelers	\$ 16.00
<b>AVERAGE</b>	\$ 16.75

**Optional Value Add services and fees:**

After-hours Expedited Service	\$25.00 Per call
After-hours VIP Service	\$50.00 Per call
Virtual Pay	\$3.00 Per hotel booking
Conferma	\$5.00 Per hotel booking



**Recent Project Weekly Updates**

Week #	Date	Notes
1	1/0/1900	0
0	#N/A	#N/A
0	#N/A	#N/A

**Project Weekly Update History Log**

Week #	Date	Notes
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Project Status	
Initial Allocated Budget (\$)	\$0.00
Current Allocated Budget (\$)	\$0.00
Initial Project Completion	1/0/1900
Current Project Completion	1/0/1900

Risk Table And Modifications Table Comparison			
Total Risk Page (\$) Overbudget	\$0.00	Total Risk Page days delayed	0
Modifications Table (\$) Overbudget	\$0.00	Modifications Table days delayed	0
Difference (\$)	\$0.00	Difference (days)	0

Milestone Schedule					
#	Activity	% Complete	Initial Schedule	Actual Schedule	Risk Sr.#
1	Review of current service configuration		1/15/2019		
2	State Purchasing create separate tabs in WRR to establish defined implementation plans for each division		4/15/2019		
3	Determine what percentage of tickets need to move to Concur		1/15/2019		
4	Determine which divisions move to Concur with Tami/Kevin		3/31/2019		
5	begin roll out of Concur by division (4 weeks per division)		12/31/2019		
6	Each division will require amount of spend, main contact determined, how many travelers and updated profile URL created.		12/31/2019		
7	Integrate unused tickets into Concur for profiled users		12/31/2019		
8	Training scheduled and conducted for each division		12/31/2019		
9	As divisions move to Concur evaluate advisor workflow quarterly		6/30/2019		
10	Adjust service configuration as needed		3/31/2020		
11	Travel Manager add Concur documentation to State Webpage		6/30/2019		
12	First Quarterly Review		3/31/2019		
13	Second Quarterly Review		6/30/2019		
14	Third Quarterly Review		9/30/2019		
15	Fourth Quarterly Review		12/31/2019		
16	Develop annual travel management plan		6/30/2019		
17	Account Manager meets with Travel Manager to review goals and initiatives for the department		6/30/2019		
18	Create a plan based on these initiatives		6/30/2019		
19	Establish the ability to review performance metrics		9/30/2019		
20	collect data based on survey attached to traveler itineraries on a monthly basis		3/31/2019		
21	Review agent accuracy stats with Travel Manager quarterly		6/30/2019		
22	Review traveler satisfaction results based on survey results quarterly with Travel Manager		6/30/2019		
23	Consider option of upgrading after-hours service (Expedited or VIP)		6/30/2019		
24	Account Manager reviews pricing and service configuration with Travel Manager		7/31/2019		
25	Travel manager determines if service is necessary		7/31/2019		
26	Account Manager submits application to start service		8/30/2019		
27	Travel Manager determines how this number is distributed to travelers		8/30/2019		
28	Account Manager configures technology if necessary to display number on itineraries		8/30/2019		
29	Account manager turns on notifications in AirPortal for travelers to receive notifications 30/60/120 days prior to expiration date		3/31/2019		
30					
31					
32	Analysis agent workflow for QA automation opportunities		6/30/2019		
33	Operations and QA team would conduct an operational assessment of current workflow		8/30/2019		
34	CBT would work with our automation programmers to determine which pieces of the workflow can be automated; mid office and auto ticketing		9/30/2019		
35	Develop project plan of implementation		9/30/2019		
36	Testing of new automation configuration		10/31/2019		
37	Training advisors		12/31/2019		
38	Integrate mid-office automation with agent workflow		1/30/2020		
39					
40	Meet with State Risk Management team and provision access to tools		6/30/2019		
41	Tami schedules a meeting with State Risk and CBT Development teams		6/30/2019		
42					
43	Transition to Christopherson Phone System		1/30/2020		
44	Schedule discovery conversation with the state of Utah IT and CBT IT		6/30/2019		
45	Identify possible challenges and blockages (firewall issues)		8/30/2019		

Initial Award and Change Orders						
#	Description	Date Submitted	Date Approved	Days	\$\$	Risk Sr.#
1	Initial Awarded Amount	NA	11/27/18	0	\$0.00	NA
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Milestone Schedule					
#	Activity	% Complete	Initial Schedule	Actual Schedule	Risk Sr.#
46	Create implementation plan and workflow timeline		8/30/2019		
47	Testing of new system		9/30/2019		
48	Schedule and conduct training for advisors		10/31/2019		
49	Official rollout		12/31/2019		
	Optional Triplt Pro licenses		12/31/2018		

Initial Award and Change Orders						
#	Description	Date Submitted	Date Approved	Days	\$\$	Risk Sr.#
46						





No	Criteria	Unit	Metric
1	Phone statistics for call response time and hold time	# of Calls	80% of calls answered within 20 seconds
2	Traveler Survey Results	Responses	NPS and CSX
3	Online vs. Full-service transactions	Transactions	AirPortal Dashboard
4	Reservation accuracy	Transactions	Percent of transactions
5	Usage of client contracted rates and fares	Transactions	Fare Savings Report
6	Monthly management reports delivered by the 10th of each month	Report	Delivery date
7	Weekly Risk Report delivered consistently	WRR	Weekly submission
8	Quarterly Account Reviews	Review	Quarterly Meeting
9	Travel Management Plan	Initiatives	% Complete
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#	Status	Client Action Item Description	Action Item Due Date	Effort Reqd by Client	Notes
1		Advise Christopherson of the status of the 2017 consultant project regarding and process flow and cost savings			
2		Lead point of contact with authority to assist Christopherson in developing and delivering online booking tool rollout plan			
3		Work with Christopherson to coordinate staffing adjustments			
4		Coordinate process and tools with State Risk Management Team			
5		Distribute actionable reporting and provision access to data across State leadership			
6		Advise of availability dates to schedule quarterly reviews			
7		Assist in connecting Christopherson with IT for phone integration			
8		Travel manager work with Christopherson Operations manager to develop performance metrics			
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# Weekly Risk Report

Project Title: State Travel Services # of Risk Pending 0  
 Vendor Name: Christopherson Business Travel Pending Risk Status #DIV/0!

Budget	
Initial Allocated Budget	\$0.00
<b>Current Estimated Budget</b>	<b>\$0.00</b>
<b>\$ Over Budget</b>	<b>\$0.00</b>
\$ Due to Client	\$0.00
\$ Due to Vendor	\$0.00
\$ Due to Unforeseen	\$0.00
\$ Due to Other	\$0.00
<b>% Over Budget</b>	<b>#DIV/0!</b>
% Due to Client	#DIV/0!
% Due to Vendor	#DIV/0!
% Due to Unforeseen	#DIV/0!
% Due to Other	#DIV/0!

Schedule	
Initial Start Date	1/0/00
Initial Completion Date	1/0/00
<b>Current Completion Date</b>	<b>1/0/00</b>
<b>Days Delayed</b>	<b>0</b>
Days to Client	0
Days to Vendor	0
Days to Unforeseen	0
Days to Other	0
<b>% Over Schedule</b>	<b>#DIV/0!</b>
% Due to Client	#DIV/0!
% Due to Vendor	#DIV/0!
% Due to Unforeseen	#DIV/0!
% Due to Other	#DIV/0!

Vendor Foreseen Risk	
\$ Over Budget Foreseen	\$0.00
% Over Budget Foreseen	#DIV/0!
Days Delayed Foreseen	0
% Over Schedule Foreseen	#DIV/0!