SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26787-001	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of General Services

CONTRACTOR NAME
Cruise Ventures Inc. dba CI Azumano Travel

2. The term of this Agreement is:

START DATE
August 21, 2023, or upon DGS approval of contract, whichever is later.

THROUGH END DATE
April 4, 2028

3. The maximum amount of this Agreement is:
$2,400,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	56
	Exhibit B	Payment and Budget Provisions	4
	Exhibit C	Cloud Computing SaaS General Provisions	31
+ -	Exhibit C-1	Cloud Computing SaaS Special Provisions	6
+ -	Exhibit D	Insurance Requirements	3
+ -	Exhibit E	Contract Pricing	7
+ -		The Proposer's Final Proposal is hereby incorporated by reference.	
+ -		The entire ITN Event ID 0000026787 is hereby incorporated by reference. These documents can be viewed at https://www.caleprocure.ca.gov/event/7760/0000026787.	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Cruise Ventures Inc. dba CI Azumano Travel

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
192 Ballard Court, Suite 200	Virginia Beach	VA	23462

PRINTED NAME OF PERSON SIGNING	TITLE
Keith Wesp	Vice-President and Chief Financial Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Keith Wesp Digitally signed by Keith Wesp Date: 2023.08.30 20:25:25 -04'00'	08/30/2023

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of General Services, Procurement Division			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
707 3rd Street	West Sacramento	CA	95605
PRINTED NAME OF PERSON SIGNING	TITLE		
Denelle Scott	Supervisor, Contracts Management Unit 1		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Denelle Scott Digitally signed by Denelle Scott Date: 2023.08.31 08:35:18 -07'00'	8/31/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

The State of California, Department of General Services, Office of Fleet and Asset Management (OFAM), Statewide Travel Program (STP) is contracting with Cruise Ventures Inc. dba CI Azumano Travel (hereinafter referred to as "Contractor") for Travel Management Services (TMS) to be used by User Agencies as defined in Exhibit A Section 6.

Contractor shall provide Travel Management Services, which includes all domestic and international travel-related services (air, rail, rental car, hotel, and other associated travel management services) on accordance with the terms and conditions of this contract.

2. CONTRACT TERM

A. The term of this contract is for a four (4) year period from the "Go Live" date. The contract is effective upon approval from the DGS-PD. This contract contains two (2) additional three (3) year extension options, with a maximum cumulative term period of ten (10) years. If a mutual agreement for a contract extension cannot be met, the contract may be terminated at the end of the current contract term and/or contract extension(s). All rates shall be firm fixed for the term, including any optional year extensions unless a rate adjustment is approved by DGS-STP in accordance with Exhibit B, Section 3, Rate Increase.

Contractor agrees that reservations for future travel executed before the end of the contract term, including any extensions, must be honored until completed.

B. The "Go Live" Date shall be April 5, 2024. Implementation, training, and payment account set-up tasks may begin upon award or the effective date of this contract, whichever is earlier at no cost to STP. Billable services shall not commence until the "Go Live Date".

3. CONTRACT ADMINISTRATORS

A. All inquiries during the term of this contract will be directed to the representatives listed below:

STP Contract Administrator

Contact Name: Brenda Shields
Phone Number: (279) 799-4326
Email Address: Brenda.Shields@dgs.ca.gov

Contractor's Contract Administrator

Contact Name: Keith Wesp
Phone Number: (757) 640-9409
Email Address: kwesp@ciazumano.com

B. Should a representative change, each party will notify the other parties in writing no later than fourteen (14) calendar days after the date of such change, without amendment to this contract.

4. TERMINATION

Should the Contractor fail to commence work at the agreed upon time, DGS, upon five (5) calendar days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable for the actual cost of engaging another Contractor to perform the work.

5. AMENDMENTS

Any modifications to the requirements contained in this contract may only be authorized through an amendment and mutually agreed upon by STP and the Contractor.

6. AUTHORIZED USER AGENCIES

A. Contractor will verify that the traveler is a User Agency employee, as described below, by requesting employee identification or supporting documentation at the time of reservation.

B. Eligible Authorized User Agencies are as followed:

1) Executive Branch – State of California tax funded agency, empowered to expend public funds.

2) Non-Executive Branch:

a) Non-Salaried: Persons who are on official state business and whose travel expenses are paid by the state (this includes volunteers, members of

official task forces, Contractors, consultants and members of some commissions and boards, and wards of the state).

b) Elected Constitutional Officers: Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.

c) State Legislative Branch: Members of the State Senate, Members of the State Assembly, and Legislative staff members.

d) State Judicial Branch: Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California, and the State BAR of California.

e) Executive Protection: Persons providing executive protection to anyone authorized to use these contracted rates.

f) Local Agencies: Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed by or affiliated with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term "state business" is used in this contract, it shall be read to include travel undertaken to perform the official business of local agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.

g) Kindergarten through Grade Twelve (K-12) School Districts: Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.

h) Employees of the California State University (CSU) system, University of California (UC) system, and California Community College (CCC) system.

7. DGS MANAGEMENT MEMO (MM) 14-03

Pursuant to Management Memo (MM) 14-03 dated March 6, 2014, Executive Branch agencies are required to make all travel arrangements (airfare, hotel, commercial car rental, and rail) through STP. This contract is mandatory for

state employees traveling on official state business, except when emergencies or unusual operating conditions arise.

8. NON-EXECUTIVE BRANCH USER AGENCIES

A. Contractor shall permit Non-Executive Branch User Agencies to participate under the contract.

B. Non-Executive Branch User Agencies shall have the same rights and privileges as the state under the terms of this contract.

C. Any Non-Executive Branch User Agencies shall be required to submit to the same responsibilities as do state agencies and will have no authority to amend, modify or change any condition of the contract.

9. CONTRACTOR RESPONSIBILITIES

A. Contractor must be knowledgeable of and in compliance with all applicable laws, ordinances, rules, regulations, and orders of the city, county, local, state, and federal or non-federal agencies having authority affecting government travel services.

B. Contractor shall be held financially responsible for all agent errors. The Contractor shall pay the difference between the rate charged for transportation fares, lodging, rental vehicle, and the lowest available rates for such services, including transaction fees associated with the error(s). Appropriate documentation validating the error(s) will be provided by the User Agencies.

C. Contractor shall ensure travel policy compliance and negotiate improved rates with all suppliers.

D. Contractor shall be held financially responsible for the payment of any debit memos.

E. Contractor shall not make any changes, or modifications to any processes, procedures, services, or software currently being utilized by DGS-STP unless mutually agreed upon by DGS-STP and Contractor.

10. IMPLEMENTATION PLAN

A. Contractor shall collaborate with STP and the current TMS MSA 5149904-001 contractor to provide a detailed draft implementation plan which includes at minimum, major tasks, activities, timeframe, and allocated resources for services outlined within this contract. Within ten (10) calendar days of contract

award, the Contractor shall finalize and submit a final implementation plan to STP for approval and initiation.

B. Contractor shall collaborate with STP and the current TMS MSA 5149904-001 contractor to transition all current User Agencies, prior to “Go Live Date”.

C. Contractor shall collaborate with STP and the current TMS MSA 5149904-001 contractor to coordinate the transferring, exporting and/or receiving of all traveler profiles.

D. Contractor shall collaborate with the current TMS MSA 5149904-001 contractor to facilitate a seamless transition for Virtual Payments (Exhibit A Section 21) as to not impact any current User Agencies utilizing the program.

E. Contractor shall assign a project manager as a dedicated point of contact during implementation.

F. Contractor shall attend meetings as required with STP during the implementation.

G. Contractor shall participate in weekly implementation planning meetings, beginning no later than one (1) week after contract award. Implementation meetings will continue weekly until two (2) weeks after implementation, at a minimum.

H. Contractor shall ensure that all key staff shall be present during the initial implementation meeting(s) as required by STP.

I. Contractor shall provide direct, active involvement in the leadership of the implementation, providing sufficient resources to ensure its overall success.

J. Contractor shall be fully onboarded with instruction from STP, prior to providing any services; this includes any subcontractors.

K. Contractor shall be prepared to issue tickets for booked travel that commences on the “Go Live date”.

11. DATA SECURITY, PRIVACY AND DISASTER RECOVERY

A. Contractor shall ensure that data is only accessed and used for the purpose of performing the services under this contract, and only by the Contractor staff who require access to perform such activities.

B. Contractor must not use state information assets to engage in or solicit the performance of any activity that violates laws, regulations, rules, policies, standards and/or other application requirements issues by the federal government, the State of California, or DGS-STP.

C. Contractor must not use state information assets for personal enjoyment, private gain or advantage, personal gain, campaign activity, unsolicited advertising, unauthorized fundraising, or an outside endeavor not related to state business that exceeds permitted incidental use.

D. Contractor must house all data in the United States of America and data shall only be accessed by employees who reside in the United States of America.

E. Contractor agrees to safeguard any state data obtained during this contract and will keep it in the strictest confidence and shall only make data available to its own employees, agents, and subcontractors on a “need to know” basis. The “need to know” standard is met by authorized employees who need the data to perform their official duties in connection with the uses of the data authorized by this contract. Contractor receiving state data recognizes their responsibility to protect the confidentiality of the data in their custody as provided by law and ensure that such data is disclosed only to those individuals and for such purposes as are authorized by law and this contract.

F. Contractor shall ensure that all employees who have access to confidential, sensitive, and/or personal data accessed or obtained through STP shall sign a confidentiality statement, attesting to the fact that he/she is aware of the confidential nature of the data and penalties for unauthorized disclosure under applicable state and federal law. Copies of signed confidentiality statements must be made available to STP upon request.

G. Contractor shall create a process to log and monitor all access to sensitive travel data.

H. Contractor shall notify STP of any attempt of a data security breach, or whose unencrypted Personally Identifiable Information (PII), was acquired, or believed to have been acquired, by an unauthorized person. PII includes but is not limited to any representation of information that permits the identity of an individual to whom the information applies to be inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect

identification (these data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

I. Contractor shall fully cooperate with the state's efforts to investigate any incident and provide notice to STP, the individuals who data was involved, and to others as required by law or deemed appropriate by the state.

J. Contractor shall identify and repair software bugs or other security gaps that may expose state data to risk of unauthorized access or use.

K. Contractor shall not share state data with any third party except as required by state or federal law or a valid court order, or with prior written consent from the employee whose records would be disclosed and STP.

L. Contractor shall create, publish, maintain, and deploy disaster recovery and business continuity plans.

12. CONTRACTOR STAFF REQUIREMENTS

A. Contractor shall provide all necessary staff to provide prompt, courteous and efficient service. The number of assigned staff will be sufficient to meet all contract standards and provide all required services.

B. Contractor staff must be based in the continental United States (US), including those agents performing after-hours services.

1) Any requests for personal and/or financial information regarding User Agencies or the state will not be disclosed without explicit permission from STP.

C. Contractor staff shall provide regularly scheduled surveys including but not limited to, the below occurrences:

1) Bi-annually to STP to rate the performance of Contractor.

2) Post-implementation survey for STP to rate the Contractor.

3) Within one (1) month after a User Agency's "Go Live" date.

D. Contractor staff must meet each of the following requirements:

1) Each travel agent shall have at least two (2) years of experience in arranging domestic travel and shall be experienced in using the Global Distribution System (GDS) and ticketing software to be used in performance of the contract. Up to one (1) year of on-the-job training experience can be substituted with travel agent training. Duties that qualify for on-the-job training include but are not limited to, booking travel within the GDS, making modifications to existing travel reservations, and resolving travel issues.

2) Each travel agent must be knowledgeable with the state's travel policies, rules and regulations, and the requirements of this Scope of Work.

3) At least two (2) of the travel agents shall be international specialists (i.e., specializing in international travel reservations) with at least five (5) years of experience managing complex international travel.

4) At least two (2) of the agents shall have a minimum of three (3) years of experience in booking group travel.

5) At least two (2) of the agents shall have a minimum of two (2) years of experience with virtual payments.

6) All travel agents will be required to work remotely at no additional cost to the state, unless otherwise specified.

E. Contractor shall provide at least one (1) dedicated full-time Agency Manager to oversee the operational activity and management of all User Agency accounts, providing direct support to STP and the User Agencies.

1) The Agency Manager shall work directly with STP and all User Agencies, and is responsible for, at a minimum, supporting travel policies, customer service, vendor relations, and industry trends.

a) Customer service includes, but is not limited to, communicating and resolving customer complaints, billing complaints, contract matters, and errors on behalf of the Contractor.

2) The Agency Manager shall work closely with the STP Contract Administrator and STP Managers and is responsible for managing all Full-Time Equivalents (FTE).

3) The Agency Manager shall have at least five (5) years of experience in the delivery of volume travel services of at least one hundred thousand

(100,000) air transactions per year (or similar) to the size, scope, and complexity of an account the size of the state of California.

4) The Agency Manager will be required to attend regular meetings in Sacramento, CA and may be required to frequently travel with STP staff to meetings and events statewide. Any travel expenses associated with this role will not be covered or reimbursed by the state.

    (a) If the Agency Manager is not local, they must make themselves available within twenty-four (24) hours' notice, if requested by STP.

5) The Agency Manager shall operate on a Pacific Time Zone (PT) work schedule.

F. Contractor shall also provide at least one (1) dedicated FTE that will exclusively serve as a Client Services Manager to assist with the marketing, implementation, and onboarding of new User Agencies. Duties included but not limited to are outlined below. This FTE cannot also function as the Agency Manager.

    1) The Client Services Manager will be required to:

        a) Travel with STP staff to meetings statewide, at no additional cost to the State.

        b) Provide implementation and onboarding tasks with detailed actions, weekly calls, and effective communication with STP and current and potential User Agencies.

    2) The Client Services Manager will be responsible for initiating the onboarding and implementation of new User Agencies, including but not limited to, the integration of a User Agency's custom travel policies, custom rule classes, approval processes, user roles/permissions, any future configurations, and maintenance of all sites.

    3) Onboarding of new User Agencies should include a structured 90-day timeline, outlining the support and assistance for each User Agency to ensure the most effective transition.

    4) At the request of STP, the Client Services Manager shall develop comprehensive goals and strategies specific to each User Agency.

5) The Client Services Manager shall establish and maintain relationships with existing and potential User Agencies to ensure ongoing active account management and support professional relationships.

6) At the request of STP, the Client Services Manager shall conduct, at minimum, a bi-annual analysis and review of the top ten (10) User Agencies. This review shall include identification of missed and new travel opportunities and alignment with User Agency specific goals.

7) The Client Services Manager shall utilize the Customer Resource Management (CRM) software of STP's choosing to update, track, and maintain new and existing User Agency accounts.

8) The Client Services Manager shall operate on a Pacific Time Zone (PT) (UTC -8:00) work schedule and must make themselves available to be on-site in Sacramento, CA within twenty-four (24) hours' notice, if requested by STP.

G. Contractor shall assign at least one (1) FTE as an accounting specialist to assist in handling disputes arising from debit memos, lost tickets, refunds, credits, unused tickets, and transaction fees. This individual shall also provide support services for payment system reconciliation and reporting.

H. Contractor shall assign at least one (1) FTE to exclusively coordinate and support virtual payments for airline, rail, car rental, and hotel reservations. This includes but is not limited to providing or re-faxing credit card authorization forms, assisting with payment declines, folio collection, hotel education and outreach, training, and customer service support for all User Agencies.

I. Contractor shall assign at least one (1) FTE to make changes, updates, and modifications to all User Agencies' Online Booking Tool (OBT) site.

J. Contractor shall assign at least one (1) FTE to exclusively coordinate and support the booking and travel arrangements of designated high-profile officials.

K. Contractor shall provide an update of all staffing operations by Thursday for the coming week to STP. This update will note staffing figures, upcoming time-off, shift changes, and highlights of any potential coverage issues. These updates should cover all staff, including agents, managers, and other FTEs.

L. Appropriate travel agent backup support shall be provided as necessary to ensure continuity of service, regardless of call volume or travel agent absences.

M. After contract award, Contractor shall provide resumes and contact information for all FTEs within thirty (30) calendar days.

N. Pre-employment screening may be requested by STP to evaluate the competency, professional skills, and personalities of the assigned FTEs.

O. Contractor shall have work performance monitored on an agreed upon evaluation period to ensure productivity standards are met.

P. Contractor shall remove any of its FTEs upon determination that such employees are found to be unfit for the performance of the contract. The replacement should be filled immediately to maintain high quality services.

Q. Travel and business-related expenses for any FTEs will not be covered or reimbursed by the state.

13. SERVICE HOURS

A. All non-travel agent FTEs shall operate on a Pacific Standard Time (PST) work schedule, including but not limited to, the Agency Manager and the Client Services Manager.

B. Contractor shall provide adequate service to meet the requirements of the Scope of Work during both normal business hours and after-hours.

   1) Normal business hours are defined as 7:00 a.m. – 7:00 p.m. PST, Monday through Friday, excluding weekends and state holidays.

   2) After-hours are defined as any day or time outside of normal business hours, including weekends and state holidays.

C. Contractor staff must remotely log into the DGS' Automatic Call Distribution (ACD) phone system daily and work the dedicated toll-free and local telephone number for routine business travel reservations during normal business hours.

D. Contractor shall provide live agents for service any time outside of normal business hours. i.e., evenings, weekends, state holidays, etc. twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year basis.

E. Staffing support shall be provided for scheduled and unscheduled absences for all FTEs.

F. Service hours and staffing schedules may be changed by mutual agreement between the Contractor and STP.

14. AGENT SERVICES

A. Contractor shall make available the following booking methods for all User Agencies: email, telephonic, and via the OBT.

B. Contractor shall not organize or book personal travel arrangements that may be conducted in conjunction with official government business travel.

C. Contractor shall provide STP with their Airline Reporting Corporation (ARC) number, International Air Transport Association (IATA) number, and pseudo city code (PCC) upon request. Contractor is responsible for all associated fees and must maintain them at no cost to STP for the entire term of the contract.

D. Contractor shall provide professional travel agent and related services to assist the state in meeting its travel needs for diverse types of domestic and international business travel. Booking of personal travel under this contract is prohibited.

E. Contractor shall schedule, book and ticket air transportation, rail, rental car, and hotel reservations, and other travel requirements as necessary, for individuals and groups traveling on behalf of the User Agencies.

F. Contractor shall accept agent-assisted reservations by both phone and email. A shared mailbox/email will be required to be set up to accept reservation requests from User Agencies.

G. Contractor shall require approval/authorization for all agent-assisted reservations prior to completing a booking, if required by the User Agency.

H. Contractor shall assist User Agencies with group bookings. Group travel consists of ten (10) or more travelers on the same itinerary authorized to travel.

I. Contractor shall assist User Agencies by booking conference room blocks and/or negotiated rates for those travelers attending a training, event, or conference.

J. Contractor shall assist in troubleshooting and resolving virtual payment issues prior to, during, and post checkout from hotel properties.

K. Contractor shall have the ability to access state contracted, discounted rates and fares.

L. Contractor shall have the ability to book and integrate non-GDS/non-ARC carriers within the booking process.

M. Contractor shall provide each traveler, travel coordinator and/or User Agency contact with a complete electronic trip itinerary/confirmation for new travel reservations.

N. Contractor shall provide each traveler, travel coordinator and/or User Agency contact with a complete electronic trip itinerary/confirmation for modified bookings and/or cancelled reservations.

O. Contractor shall secure reservations via the GDS and provide automation to monitor fares on a scheduled basis for the reissuing of tickets when the fare has decreased.

P. Contractor shall offer the lowest available rates and fares for all travel reservations through ARC, GDS and OBT.

Q. Contractor shall verify rates and fares for all tickets issued. In the event fares are reduced, the Contractor shall thoroughly investigate and identify affected tickets/reservations and shall reissue them at lower rates.

R. Contractor shall make all necessary changes or adjustments in travel documents that may be required due to rescheduling on behalf of the state or on behalf of the traveler prior to the trip or during the trip.

S. Contractor shall refund all refundable tickets to the original form of payment.

T. Contractor shall issue credits or refunds for travel services not utilized within five (5) calendar days of the cancellation or change.

U. Contractor shall issue a credit on downgraded exchanged tickets to the User Agency originally billed for the ticket. When a User Agency applies for a credit, the Contractor will promptly process the necessary paperwork and the credit should be applied to the User Agency. Under no circumstances shall the Contractor provide any traveler or travel coordinator with a cash refund on tickets for official business travel.

V. Contractor shall comply with each specific User Agency travel policy and trip approval requirements as specified by the User Agency.

W. Contractor shall document Passenger Name Record (PNR) with exception documentation, reason codes and low fare comparison.

X. Contractor shall make a timely effort to notify travelers and travel coordinators of airport closings and canceled or delayed flights.

15. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of the subcontractors as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the state's obligation to make payments to the Contractor. As a result, the state shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

B. Subcontractors must be mutually agreed upon by the Contractor and STP.

C. Subcontractors shall furnish supplies or services for performance of this contract.

D. Subcontractors shall comply with all conditions stated in this contract.

E. Contractor will have sixty (60) calendar days from the date of notice given by STP to replace the subcontractor.

F. Contractor shall be responsible for continued coverage of services, specifically Virtual Payments, and ensure there is no lapse in service for any existing programs currently in effect by STP.

G. Contractor shall not subcontract with any other travel agencies per the ARC regulation that a group of travel agencies may not use the same ARC number.

H. Contractor will ensure that the subcontractors are onboarded and ready to perform services by the "Go Live Date".

16. GLOBAL DISTRIBUTION SYSTEM (GDS)

A. Contractor shall utilize a GDS that provides real-time data for flight schedules (airfare), rail, rental cars, hotels, and other travel-related services.

B. GDS shall store the traveler's booked itineraries as PNRs and pass booking information to the Contractor's accounting system(s).

C. GDS shall store passenger and profile information, including billing and accounting codes, to be transferred into reservation records automatically.

D. GDS shall connect with the OBT to obtain inventory and display pricing.

E. Contractor shall follow the requirements for transportation through customized GDS scripting, automated quality control, and low fare search software to verify the lowest logical fare has been booked in accordance with the travel policies and regulations of each User Agency.

F. Contractor shall be responsible for maintenance and repairs of the GDS. When an updated version of the GDS is available, Contractor shall install and keep all equipment and related software updated to the most current version available.

17. TRAVELER PROFILES

A. Contractor shall convert existing traveler profiles into the format necessary for travel arrangements.

B. Contractor shall maintain traveler profiles, with the capability of adding, changing, or deleting profiles.

C. Traveler profiles shall have both required and optional fields of the profile as specified by the User Agency.

D. Contractor shall have an automated approval process for requesting/creating profiles to ensure only authorized users have access to the OBT.

E. Contractor shall provide reports of inactive or active profiles that include the data fields of each traveler profile.

F. Contractor shall have the ability to limit access to specific traveler profiles, including:

1) The ability to restrict who can view specific profiles and itineraries.

2) The ability to redact or mask specific traveler profile information with unique identifiers.

3) The ability to login but not make reservations or changes to a profile.

4) The ability to restrict booking-specific segments.

G. Contractor shall create or modify new or existing profiles based on automated feeds to create multiple users at one time, provide an online self-registration process, and provide the ability to manually create a new profile within the OBT.

H. Contractor shall ensure that all profiles are kept current with information provided by STP or the User Agency.

I. Travelers shall have the ability to add loyalty/reward memberships to their profile. Memberships shall be added automatically to applicable reservations. Contractor shall not be held liable for reservations that do not have rewards memberships added.

18. ITINERARY DISTRIBUTION

A. Contractor shall provide electronic itineraries and receipts as requested via email or telephone at no cost to the User Agency.

B. Contractor shall deliver all itineraries no later than one (1) working day prior to the traveler's scheduled departure, or earlier if requested by the traveler. For same-day bookings or bookings within one (1) day of departure, itineraries shall be delivered as soon as possible.

19. ONLINE BOOKING TOOL (OBT)

A. General Requirements

1) Contractor shall provide support for all User Agencies' OBT sites, including the creation, configuration, and maintenance of all sites. Each User Agency will have its own unique site/account that includes but is not limited to an OBT site and a reporting system/portal for all online and agent assisted bookings.

2) Contractor shall provide a minimum of one (1) industry wide recognized OBT, made available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year with a 99.9% uptime or better for official government business travel only. Allowing User Agencies to use the OBT for personal travel is prohibited.

3) Contractor's OBT user interface shall be agile, modern, and easy to use to ensure increased traveler adoption, and promote streamlined and efficient operations.

4) Contractor's OBT shall interface with numerous CRM and Expense software systems, providing a single-source connection between all integrated systems and providing advanced automation.

5) Contractor's OBT should offer an optional, fully integrated expense and reporting module.

6) Contractor shall create and maintain a customized OBT site/portal for each User Agency to meet its travel needs and adhere to specific policies.

7) Contractor shall provide STP with access to view and edit all User Agency OBT sites/accounts from a master login.

8) Contractor shall update all OBT sites globally to reflect new policies, travel contracts, restrictions, content edits, and removal/addition of travel vendors.

9) Contractor shall update each individual OBT site to incorporate new policies, travel contracts, content edits, and removal/addition of travel vendors.

10) Contractor shall introduce innovative technology by providing the most updated version of the OBT.

11) Contractor OBT's shall group sites into categories outlined in Section 1, Introduction, and edit members of these groups as directed by STP.

12) Contractor's OBT shall have the ability to post customizable messages, pop-ups and prompts to individuals, a select group of individuals, or a global message on all OBT sites.

13) If the Contractor's OBT site is down and travelers must speak to a travel agent, only the online transaction fee will be charged.

B. Inventory Management (Access to Preferred Rates)

1) Contractor's OBT shall load all state negotiated, contracted rates and fares.

2) Contractor's OBT shall have access to live inventory in the GDS to ensure travelers have access to the lowest and most cost-effective fares and rates available.

C. Booking Capabilities

1) Contractor's OBT shall have the ability to book multiple passengers within the same trip/reservation.

2) Contractor's OBT shall have the ability to add/edit segments to existing trips, i.e., adding a car and/or hotel reservation to an airline reservation, or an airline reservation to an existing car/hotel reservation.

3) Contractor's OBT shall provide the capability to input and transmit frequent traveler reward/point programs in the traveler profile and/or at the time of reservation.

4) Contractor's OBT shall have the ability to restrict certain features of a travel reservation to an individual level, i.e., a specific traveler is unauthorized to use a centrally billed form of payment or must be placed in a distinctive hierarchy.

5) Contractor's OBT shall have the ability to disallow booking for specific classes of service. Luxury and/or premium classes (e.g., first, business, premium economy, business select) and low-cost classes (i.e., basic economy) must be able to be blocked or restricted from booking at the discretion of each User Agency.

6) Contractor's OBT shall capture customized fields to track required data, including but not limited to, travel approval numbers, cost centers, billing/accounting codes, project numbers, etc.

7) Contractor's OBT shall have the ability to capture static and non-static codes when entered by the traveler at the time of booking. Such static and non-static codes shall correspond to subsequent reports.

8) Contractor's OBT shall have the ability to designate more than one non-static code to a portion of one trip.

9) Contractor's OBT shall provide a closing script that is displayed during all online bookings prior to confirmation, clearly indicating the cancellation policy and the total cost of the reservation.

10) Contractor's OBT shall provide the following air booking capabilities:

    a) Identify all state-contracted airfares and preferred travel vendors with an icon or customized verbiage alerting travelers of the applicable policies.

    b) Permit the use of the major ARC and non-ARC participating carriers.

    c) Provide full content and full functionality with non-ARC participating carriers.

d) Provide real-time fare searching capabilities.

e) Permit the use of real-time, online changes and exchanges (change-modify functionality) for all carriers.

f) Provide streamlined unused ticket management to track and display onscreen to the user, any active or previously utilized unused tickets for all airlines by traveler name and provide residual value to the user as part of the online booking process.

g) Support virtual payments for all airline carriers, if available.

h) Trigger a pop-up display if a selected airfare is out-of-policy and/or a lower fare is available.

11) Contractor's OBT shall provide the following rail booking capabilities:

a) Book Amtrak tickets for most California routes and corridors.

12) Contractor's OBT shall provide the following hotel booking capabilities:

a) Identify all state-contracted, negotiated rates and preferred travel vendors with an icon or customized verbiage alerting travelers of the applicable policies.

b) Provide real-time searching capabilities for domestic/international hotels.

c) Provide lodging rate limits and rate caps by city and/or county.

d) Provide a rating system for hotels.

e) Identify and display state certified green hotels with customized icons and sort by priority within the lowest available rate. Refer to Green Hotel Certification (https://www.dgs.ca.gov/OFAM/Travel/Services/Page-Content/Services-List-Folder/Apply-for-Green-Hotel-Certification for more information.

f) Support virtual payments for hotels by automatically generating a virtual, single-use credit card number.

g) Restrict lodging options and/or properties displayed in the OBT at STP's request.

13) Contractor's OBT shall provide the following rental car booking capabilities:

a) Identify all state-contracted, negotiated rates and preferred travel vendors with an icon or customized verbiage alerting travelers of the applicable policies.

b) Ability to block certain vehicle types. Luxury and/or premium vehicle types must be able to be blocked or restricted from booking at the discretion of STP or the User Agency.

c) Identify the name, business hours, and physical location of all rental car branches and car types at each destination.

d) Provide the ability to make reservations at all domestic/international airport and off-airport locations.

e) Provide the ability to block/disallow reservations of thirty (30) calendar days or more.

f) Support virtual payments for all rental car vendors, if available.

D. Special Booking Issues

1) Contractor's OBT shall allow online changes, cancellations, and exchanges, by the traveler, travel coordinator or designee.

2) Contractor's OBT shall have the ability to hold trips for up to twenty-four (24) hours, or the ticketing time limit, whichever is greater.

3) Contractor's OBT shall have the ability to create trip templates, clone trips, and share trips.

4) Contractor's OBT shall have the ability to book for guest travelers or non-profiled travelers.

E. Travel Policy Enforcement

1) Contractor's OBT shall be able to enforce the use of the authorized transportation provider(s), lodging provider(s), and other approved travel service-related providers for business travel. Exception reporting and information alerting must also be available.

2) Contractor's OBT shall have the ability to prohibit travel to specific cities, states, and countries, with a mechanism in place for approval to be given by an administrator or manager when appropriate.

3) Contractor's OBT shall allow the User Agency to establish business rules and policies, which must be acknowledged and adhered to by the traveler or traveler's arranger upon submission of the travel booking request and subsequent expense management process and reporting.

4) Contractor's OBT shall be able to identify rules for acceptable travel types by traveler and, User Agency. System capabilities must include mechanisms to manage and/or change traveler choices to ensure compliance with preset rules. This functionality is required for making changes for multiple User Agencies concurrently, as well as an individual User Agency's travel policy.

5) Contractor's OBT shall have the ability to customize and enforce multiple layers of the User Agency's travel policies; both for multiple sites concurrently and the individual User Agency, including but not limited to:

    a) Refundable or non-refundable airfare policies.

    b) Advanced booking policies.

    c) Preferred vendor policies.

    d) Least logical cost policies.

    e) Class of service policies.

6) Contractor's OBT shall use these policies to filter content and present inventory based on:

    a) A price floor and ceiling that can be set for all types of reservations or specific to a certain type of reservation (i.e., flight should be non-refundable or use of preferred carrier only, but hotel must be the specified amount or lower).

    b) Maximum cost thresholds and policies can be set based on political geography, such as:

        (i) State lodging reimbursement rates (https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203).

        (ii) U.S. General Services Administration (GSA) per diem rates (https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=CA&fiscal_year=2021&zip=&city=).

(iii) In-state reservations.

(iv) Out-of-state reservations.

(v) International reservations.

7) Contractor's OBT shall provide an integrated workflow for out-of-policy itineraries, including but not limited to, reason codes for itineraries that violate applicable travel policies, and/or send an exception notification to a designated supervisor/approver for review.

8) Contractor's OBT shall provide integrated policy support that identifies and 'preferences' the display of preferred vendors or itineraries.

F. Approval Process

1) Contractor's OBT shall have the ability to manage pre-trip approvals via an automated process based on individual User Agencies' hierarchies.

2) Approvals required should be configurable based on various travel parameters, including but not limited to destination, travel duration, fare/rate type, and cost.

3) Contractor's OBT shall support multiple levels of approval workflow to meet each User Agency's preference, including electronic approval paths and an automated reminder to managers when a travel request/booking is made.

4) Contractor's OBT shall set approval processes on a global, group, and individual level with as much variation as needed. Examples include, but are not limited to:

a) Entire User Agency will have one approval process.

b) Entire User Agency will have an approval process – some groups or individuals will have a stricter or less strict approval process.

c) Entire User Agency will have no approval process by default – individual employees that cause issues can have an approval process applied just to them.

5) Bookings that meet or exceed a set dollar amount can be universally subject to approval.

a) These can be geographically specific based on city and/or county.

b) Dollar amount limits can be for the entire reservation or specific segments.

6) Approval decisions shall be made via the OBT and through a mobile application.

G. Travel Arrangers

1) Contractor's OBT shall allow travel coordinators or arrangers the ability to make reservations on behalf of another employee(s).

2) Contractor's OBT shall allow travel coordinators or arrangers the ability to access traveler profiles and upcoming trips.

H. Mobile Services

1) Contractor shall provide access to the OBT via all smartphone and tablet applications, or a comparable mobile website version of the product, acceptable by STP, including but not limited to the ability to book, change, and cancel air, rail, rental car, and hotel segments.

I. Customer Support, Reliability and System Upgrades

1) Contractor shall provide customer service support for the OBT to designated administrators, User Agencies, travel arrangers, and to the travelers, as necessary.

2) Updates and/or modifications to individual OBT sites shall be completed within seventy-two (72) hours of request.

3) Updates and/or modifications to multiple OBT sites concurrently shall be completed within seven (7) business days of request.

4) Creation of new OBT sites (non-emergency) shall be created within fourteen (14) calendar days.

5) Creation of new OBT sites (for emergency travel) shall be created within two (2) business days.

6) Contractor should provide a "click-to-chat," chatbot function or similar automated, online instant messaging system for travelers and travel coordinators to communicate with travel agents for customer support and reservation assistance.

a) All “click-to-chat” conversations should be stored as transcripts.

b) STP should have access to view all active and historical conversations and export all transcripts.

c) Conversations should be located by using specific indicators, including but not limited to, phone number, name, and email address.

d) Chatbot functionality should allow the ability for user to rate the conversation.

J. Security and Privacy

1) Contractor’s OBT shall provide a secure, password protected site and/or a two-factor authentication to prevent unauthorized access.

2) Contractor’s OBT shall collect only the minimum necessary PII and use it only for stated purposes.

3) Contractor’s OBT shall encrypt all fields that contain PII.

K. Form of Payment

1) Contractor’s OBT shall ensure electronic storage of credit card and account data adheres to Payment Card Industry Data Security Standards (PCI-DSS).

2) Contractor’s OBT shall only accept STP’s authorized form of payment.

3) Contractor’s OBT shall contain a payment authorization system that allows for multiple billing/payment options, which include payment by a centrally billed account, virtual payment, and/or personal credit/debit card.

L. System Maintenance

1) Contractor Systems shall have a 99.9% uptime or better. Any third-party systems will be subject to such third party’s service levels.

2) Maintenance window notification shall be no less than seventy-two (72) hours prior to occurrence for Contractor systems.

3) Maintenance shall only occur between midnight and 5am Mon - Fri, and 9pm - 12pm on Saturday and Sunday (all times PST).

4) Maintenance of more than two (2) hours will occur on weekends.

5) Any maintenance to third party systems will be subject to such third party's maintenance window notifications.

6) Contractor shall report all unplanned outages immediately to STP. An estimate of return to service must be provided no more than thirty (30) minutes after outage begins.

20. STATE TRAVEL CONTRACTS

A. AIRLINE TRAVEL SERVICES CONTRACT

1) Contractor shall ensure that only authorized users of STP are given access to the state's Airline Travel Services contracts.

2) Contractor shall reserve air travel utilizing the state's Airline Travel Services contract within the state's airfare policies.

3) Contractor shall ensure virtual payment platforms can have a direct-connect to the booking system to generate payments.

4) Contractor shall supply streamlined unused ticket management to achieve 98% usage of financially usable unused tickets, credits, and/or vouchers.

B. COMMERCIAL CAR RENTAL CONTRACT

1) Contractor shall ensure that only authorized users of STP are given access to the state's Commercial Car Rental contract.

2) Contractor shall reserve commercial car rentals utilizing the state's Commercial Car Rental contract within the state's car rental policy.

3) Contractor shall ensure virtual payment platforms can have a direct-connect to the booking system to generate payments.

C. MANAGED LODGING PROGRAM

1) Contractor shall ensure that only authorized users of STP are given access to arrange lodging through the Contractor.

2) Contractor shall offer and display certified green hotel properties, either through the state's Green Lodging Program and/or a third-party green hotel certification program.

3) Contractor shall make available to User Agencies any guaranteed corporate or other discount rates it has negotiated with hotels that are at the state rate

or less. State government travelers utilize the current lodging reimbursement rates (subject to change). Refer to short-term lodging maximum reimbursement rates for current rates (http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203).

4) Contractor shall pursue hotel contracts to negotiate state government rates prior to full implementation of the state's Managed Lodging Program. Further pursuit will continue after implementation at the direction of STP.

5) Contractor shall ensure that their negotiated rate, the contracted rate, or the state government rate is always requested. Where the state has agreements with hotels for discounted or contracted government rates or can obtain lower rates than offered by the Contractor, the Contractor shall obtain such rates or lower rates. The state reserves the right to utilize direct access to conference or other types of negotiated rates for hotels when available to obtain the lowest rate. The Contractor shall obtain suitable accommodations within a reasonable proximity to the traveler's ultimate destination.

6) Contractor shall provide lodging reservations, which includes initiating and confirming reservations and confirming the rate at which the reservation is made. Cancellation policies for the hotel reservation must be clearly stated. When a reservation is completely canceled, the Contractor is responsible for canceling the accompanying lodging reservations unless requested not to do so. The Contractor assumes responsibility for cancellation fees/penalties when reservation cancellation requests are not managed in a timely manner and when the cancellation policy is not clearly provided to the guest.

D. HOTEL MANAGEMENT TOOL, BOOKING, SOURCING, AND AUDITING

1) Contractor must assist the state in implementing a hotel program (Managed Lodging Program) to efficiently solicit, negotiate, finalize, and audit the program.

2) Contractor, at the discretion of STP, must provide a robust lodging management tool, including but not limited to, strategic hotel sourcing, Request for Proposal (RFP) response automation, rate negotiations, room availability negotiations, inclusive amenities, payment integration, contract management, automated rate audits (pre-booking and post-booking), extensive data analytics, reporting, and customized integration with the GDS and OBT to display any and all contracted hotel rates.

3) Contractor shall provide, at the discretion of STP, automated RFP hotel software (hotel sourcing technology platform) that sends digital hotel RFPs to secure

preferred/contracted rates for government travelers and in response to a statewide emergency/disaster response program (See Section 27, Emergency/Disaster Response Program).

4) Contractor's strategic automated hotel sourcing solution should include evaluating and prioritizing incoming RFPs, taking into consideration, at a minimum, availability and occupancy rates, rate caps, last room availability (LRA) and non-LRA rates, blackout dates, FEMA certified, ADA compliant, flexible cancellation policies, early checkout, sustainability (eco-certified ratings), key features, health and safety, security, payment options, concessions, compliance with all state terms and conditions, and amenities such as Wi-Fi, parking, and breakfast.

5) Contractor shall aggressively pursue adoption and acceptance of the state's virtual payment platform to ensure all contracted hotels accept the payment mechanism.

6) Contractor shall perform, or allow access by a third-party, automated audits of the negotiated rates (pre-booking and post-booking) twenty-four (24) hour a day, seven (7) days a week, three hundred sixty-five (365) days a year and if a rate is inaccurate and higher, the system shall automatically pull the rate from the OBT until it gets fixed, so travelers are not booking a higher rate.

7) Contractor shall provide training and support to as many STP staff as needed for the outreach, solicitation, and day-to-day operations of the Managed Lodging Program.

8) Contractor shall communicate all pre-existing issues (with any and all potential state-contracted hotel properties) to STP at the onset of the RFP process, and throughout the entire life of both the Managed Lodging Program and the TMS contract.

9) Contractor shall facilitate monthly and/or quarterly meetings with the subcontractor, if applicable, which will include STP staff.

10) Contractor shall ensure hotel partner information, including contact information, is kept up-to-date and provided to STP monthly.

11) Contractor shall have direct communication with hotels on the state's hotel RFP management process.

21. VIRTUAL PAYMENTS

A. Contractor shall integrate virtual payments for all lodging services under this contract.

B. Contractor shall have the ability to integrate virtual payments for all other current and future STP travel segments.

C. Virtual payments shall be offered as the default and/or optional form of payment, at the discretion of the User Agency.

D. Virtual payments shall be made available through all booking channels, including but not limited to the GDS and OBT.

E. Virtual payments shall have the ability to be manually created and deployed for travel transactions outside of the GDS and OBT.

F. If a virtual payment is used, Contractor shall centrally and electronically collect an invoice or folio from the hotel, check for accuracy, and aggregate them into a single data repository online system.

G. Contractor shall have the ability to restrict access and use of virtual payments by hierarchy, and/or individual as directed by STP or User Agency.

H. Contractor shall provide continued outreach and education to hotel properties to ensure the lowest available rate is provided.

I. Contractor shall follow-up and rectify any properties experiencing issues or not accepting virtual payments.

J. Contractor shall only charge a single deployment fee to User Agencies for a successful deployment of virtual payments per reservation. User Agencies shall only be invoiced for a single deployment fee per reservation.

K. A successful deployment is classified as a virtually transmitted credit card authorization form, generated at the time of booking, sent to the hotel property free of any technological errors, ensuring successful transaction, without the need to otherwise be resent/reissued.

    1) Should a deployment fail to successfully send to a hotel property those actions cannot charge a deployment fee.

22. SERVICE LEVEL AGREEMENT (SLA)

A. General Requirements

1) STP has the right to revise the SLAs at any time, including but not limited to any of the below mentioned scenarios:

a) When business requirements have changed.

b) If there is a change in workloads.

c) If technological measurement tools, processes and metrics have improved.

d) When the Contractor stops offering an existing service or adds a new service, and when the Contractor's technical capabilities change, e.g., new technology or more reliable equipment enables the Contractor to provide faster response times.

e) Contractor shall review the SLA every 18 to 24 months even if its capabilities or services have not changed to reduce inaccurate or out-of-date content.

f) Contractor shall always allow STP or a duly authorized representative of STP to conduct spot observations and monitoring of the performance of the services.

g) Contractor shall take part with STP in monthly (at minimum) meetings to review service level performance during the term of the contract.

B. Contractor shall incur any charges/fees related to any travel agent and/or technological errors.

C. Contractor shall administer and oversee a customer survey to solicit traveler feedback. This survey should be provided to all travelers with any experience with Contractor staff, subcontractor staff, or any programs being utilized by the Contractor. STP will have final approval of survey before distribution.

D. Monthly service issues, root cause analyses, and resolutions shall be provided to STP in reporting format.

E. Corrective Action Plan

1) In the event the Contractor does not meet the stated SLAs or any other terms of this contract, during one calendar month, or another criterion is prompted, the corrective action plan(s) below shall be enforced. Each service level and category listed in this contract will be considered individually; however, STP may determine the need for action based on the Contractor's overall performance. At each stage of the below escalation process, the Contractor shall effectively communicate a strategy for the escalated issue (e.g., root cause analysis, and resolution, with timeline).

   a) Issue will be escalated to the Contractor's Agency Manager, (refer to response times Section 22.G)

   b) If the issue has not been resolved within one week, the matter will be escalated to the Contractor's Vice President (VP).

   c) If the issue has not been resolved within two weeks, the matter will be escalated to the Contractor's Chief Executive Officer (CEO).

F. SLA Penalties (Service Credits)

1) If any of the below listed SLA's have not been met for two consecutive months, STP will initiate the below penalties.

   a) Contractor shall provide a five percent (5%) service credit to the monthly management fee. The monthly management fee service credit shall be reoccurring every month until the issue is resolved. Reduction in monthly management fee will not be prorated.

   b) Resolution of issue is defined as meeting or exceeding the specified unmet SLA for one calendar month.

G. Contractor shall meet and support the following, including but not limited to, SLA productivity and service standards:

SERVICE CATEGORY	SERVICE LEVEL AGREEMENTS
Travel Agent Support – Telephone Service Normal Business Hours	1. 80/20: 80% of calls answered in 20 seconds or less. 2. Calls outside the 80/20 exception shall not hold longer than 5 minutes.
Travel Agent Support – Telephone Service After Business Hours	1. 80/30: 80% of calls answered in 30 seconds or less. 2. Calls outside the 80/30 exception shall not hold longer than 5 minutes.

SERVICE CATEGORY	SERVICE LEVEL AGREEMENTS
Customer Service Support – Email Response Time	1. 80% within 2 hours, 100% within 4 hours, at minimum, acknowledging receipt of inquiry with further advisement during all stages of the resolution process.
Customer Service Support - Voicemail Response Time	1. 100% within 3 hours during normal operating hours, at minimum, acknowledging receipt of inquiry with further advisement during all stages of the resolution process.
Telephone Abandon Rate / Blocked Calls	1. Less than 3% of incoming calls (customer hangs up after placed in hold queue).
Customer Service Satisfaction	1. No less than 90% monthly traveler satisfaction score.
Customer Service Issues and Response Times	1. Any email correspondence received outside of normal business hours shall be acknowledged within 2 hours of next workday. 2. Daily correspondence is required, providing updates to submitter in response to service-related incidents, issues, requests, or inquiries until completed.
Lodging	1. 90% success rate or greater booking negotiated rates, when available. 2. Maintain a minimum of 90% portfolio coverage, wherein the number of properties unavailable to book within the platform shall never exceed more than 10% of the total listed properties. 3. Contractor shall perform a minimum of one (1), automated audit weekly to ensure the continuity. 4. Contractor shall perform at a minimum of one (1), automated audit weekly to analyze and correct hotel rates being booked (post-booking) or loaded (pre-booking) above a non-negotiated rate.
Airline	1. Supply streamlined unused ticket management to achieve 90% usage of financially usable unused tickets, credits, and/or vouchers.
Virtual Payments (Contracted Properties Only)	1. Minimum 95% deployment success rate. 2. Minimum 95% vendor acceptance rate. 3. Minimum 95% receipt/folio match rate. 4. Minimum 95% receipt/folio collection rate. 5. Minimum 95% folio accuracy, verifying information and correcting as needed with hotel property.
Marketing	1. Contractor shall perform a minimum of five (5) cold calls per

SERVICE CATEGORY	SERVICE LEVEL AGREEMENTS
	month. 2. Contractor shall provide a minimum of one (1) California government entity contact list per year.

23. QUALITY CONTROL

A. Contractor shall provide a quality control system to screen all reservations booked both online and with a travel agent to ensure correct data and accounting, including but not limited to, lowest logical rates, policy compliance, seat assignments, pre-trip itinerary verification, and the tracking and monitoring of unused ticket credits.

B. Contractor shall ensure all PNRs are evaluated for accuracy and completeness.

C. Contractor shall ensure all PNRs are well-documented for data to be properly captured and displayed, including a two-way automated synchronization with GDS and OBT bookings.

D. Contractor shall have the automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest logical fare or contracted rate/fare.

E. Contractor shall provide notifications to all users, as part of the ongoing booking process, of any unused tickets that can be exchanged to offset costs applicable to a new ticket. Reports must be generated to ensure that no unused tickets expire.

1) Contractor shall have the ability to redeem unused/partially used tickets on behalf of the User Agency. This includes, but is not limited to, identifying unused tickets, completing necessary forms for their refund, submitting the claim to the carrier, receipt, accounting, and reconciliation of the refunds, and reporting such activity.

2) Contractor shall provide push notifications or email alerts to STP and User Agency travel coordinators, administrators, and travelers when unused tickets are about to expire, at a minimum, thirty (30) calendar days, sixty (60) calendar days, and ninety (90) calendar days prior to the expiration date.

3) Contractor shall note the application of any unused ticket credits or residual travel funds in a remarks field, so it appears on all itineraries.

F. Contractor shall communicate all travel industry issues to STP and User Agency travel coordinators, administrators, and travelers.

G. Contractor shall provide technical support, including but not limited to a customer support portal utilizing case numbers/ticket numbers for User Agencies to pose technical questions and report issues.

24. TRAINING

A. Contractor shall function as a collaborative partner by providing the following support to STP for any programmatic trainings:

1) Conduct and/or participate in regularly scheduled training sessions and webinars to both new and existing User Agencies.

2) Provide professionally developed training material and content, including but not limited to, user guides, job aids, PowerPoints, online videos, newsletters, and other instructional guides (either electronic or print materials), at the request of STP and User Agencies.

a) Training material and content shall comply with Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations.

b) Training material and content in compliance with the above shall be provided to STP for website publication.

3) Provide virtual and/or in-person trainings for travelers, travel administrators, travel coordinators, and accounting staff.

a) Periodic remedial training may be required to ensure STP staff and end users are up to date with system functionality and enhanced features added during implementation and thereafter.

b) When STP or a User Agency requests training, Contractor shall deliver the training within ten (10) business days, or less.

c) Assist with the creation of User Agency specific training and tool kit documents related to travel policies and travel systems.

d) Create generalized and User Agency specific training content, available in multiple mediums, and fully accessible online, with final approval from STP.

4) Training shall be provided on the OBT, supplemental reporting tool(s), and the mobile application, as well as any other integrated technology.

a) At a minimum, OBT training sessions for User Agencies and their travelers shall occur once a month.

b) Training shall be provided on any future technology implemented by the Contractor (e.g., new portals, dashboards, or data repositories).

5) Contractor shall help plan, prepare, and present programs on travel-related topics at quarterly travel coordinator meetings hosted by STP.

E. Contractor shall provide training to authorized staff and users on how to add, change or delete profiles, on an ongoing basis, as necessary, or as requested by STP or User Agencies.

F. Contractor shall provide training and support to as many STP staff as needed for the outreach, solicitation, and day-to-day operations of the Managed Lodging Program.

G. Contractor shall have direct communication and training with hotels on the state's automated hotel RFP management process.

H. Contractor shall provide two (2) hours of information security and privacy awareness training to all Contractor staff prior to providing any support under this contract.

I. Contractor staff shall complete Information Security and Privacy Awareness training annually in accordance with SAM section 5305 and 5320, National Institute of Standards and Technology (NIST) Standards and GC section 11549.3. Subjects shall include but are not limited to the following:

1) Personal Health Information (PHI)

2) Federal Tax Information (FTI)

3) Health Insurance Portability and Accountability Act (HIPAA)

4) Information security essentials

5) Basic privacy awareness

6) Data protection and destruction

7) Incident reporting

J. Contractor staff shall complete Information Security and Privacy Awareness training prior to receiving any working assignment for STP.

K. Contractor staff shall complete Information Security and Privacy Awareness training prior to obtaining access to any physical or digital DGS network and information assets.

L. Contractor shall retain documentation for all Contractor staff supporting the contract, confirming the completion of two (2) hours of information security and privacy awareness training annually, and provide it to STP upon request within twenty-four (24) hours.

25. MARKETING

A. In cooperation with STP, Contractor shall co-develop and help implement marketing plans to bring on new User Agencies to STP, including but not limited to:

1) Obtaining or gaining access to government agency contact list subscriptions annually.

2) Making a minimum of five (5) cold calls to potential eligible User Agencies each month.

3) Assisting with the intake and onboarding process.

4) Creating printed marketing materials, brochures and flyers, and tradeshow collateral with STP-related program highlights and logos.

5) Creating and updating virtual marketing collateral, videos, and presentations on behalf of STP.

6) Creating and updating demo videos with STP-related program highlights and logos.

7) Facilitating and attending cooperative seminars, workshops, tradeshows, conferences, and individual meetings requiring travel within California with

STP and STP-contracted vendors presenting the benefits of STP to potential new User Agencies.

B. Contractor shall not market the STP independently from STP without explicit written permission from STP.

C. Contractor shall notify STP any time there is an opportunity to market to a potentially eligible participant.

26. REPORTING AND DATA MANAGEMENT SERVICES

A. Contractor shall provide a reporting software tool which integrates all travel transactions into a centralized location online.

1) Reporting software shall provide data in real-time, be available twenty-four (24) hour a day, seven (7) days a week, three hundred sixty-five (365) days a year, and capable of (at minimum) generating manual ad-hoc reports, automatically generating reports, and archiving capabilities.

2) The reporting system must support multiple user privilege levels that allow access to be controlled by user role and/or organizational unit.

3) The reporting system must have the ability to manage and support the same organizational hierarchies that encompass multiple tiers and levels.

4) The reporting system must have a multi-factor identification and provide reporting to show who accessed or viewed sensitive data.

5) Reports containing private traveler profiles and subsequent reports to identify when these reports were processed/generated will require permission prior to accessing private traveler profile information.

6) Reports containing private traveler profiles shall have the ability to redact or mask data elements, such as PII, and/or replace PII data elements with unique identifiers. Reports shall capture non-static codes such as cost centers, project codes, and other specific codes, entered by traveler at the time of booking.

B. Contractor shall provide a Business Intelligence (BI) analytics software tool.

1) BI analytics software shall generate visual and manipulable representations such as graphs, diagrams, and charts specific to selected data sets.

C. Contractor shall provide each User Agency with their own individual exclusive access to the reporting system, with STP having access to all User Agency data.

   1) Contractor shall provide access to data and reporting to any individual that STP has appropriately cleared with a requirement to access the specified information system and/or report for performing or assisting in a lawful government purpose.

D. Contractor shall provide management reports to STP and designated User Agencies upon request and at regularly defined intervals, including but not limited to daily, monthly, quarterly, bi-annually, and annually.

   1) All transactions processed through the travel agency, or the after-hours service center, shall be included in the monthly travel management reports and financial reconciliation.

E. Contractor shall provide STP with a monthly billing summary package report broken down by month including credits, commissions, transaction fees, spend by vendor/segment, management fees, and travel analyses.

F. Contractor shall develop compliance reports for all User Agencies and provide annual compliance reviews with key departmental travel contacts.

G. STP reserves the right to request additional reporting information during the term of this contract and Contractor will work with STP and the User Agencies to provide requested reports within the requested timeframes.

H. All data is owned by the state and may be reported to a designated data aggregation service provider. All data must be securely held and accessible per requirements from the California Public Records Act, GC Title 1, Division 7, Chapter 3.5, Article 1.

I. Ad-hoc reporting shall be available during the term of the contract at no cost to the state.

J. Contractor shall provide reports in the following format types, including but not limited to, CSV, Excel, and PDF, and data exportation capabilities where files can be automatically exported into Salesforce, HR/Payroll systems, or back-office accounting systems.

K. Contractor shall deliver to each User Agency a monthly credit card reconciliation and/or activity billing detail to include transactional detail as necessary to properly associate charges with tracked expenses.

L. All reporting must support and include “Level 3” data from the credit card providers. Level III (or level 3) data refers to providing specific line-item details at the time of a purchasing card or government card transaction beyond what is required for consumer card transactions.

M. Contractor shall ensure transaction fee reporting will be transparent and clearly indicate the type of fee (i.e., online, agent-assisted, after-hours, etc.), date, time, reservation/ticket number, cancellation number, traveler name, account, and other identifiers.

N. Reporting data shall establish clear, unified nomenclature for reporting items consistent across the OBT and the reporting system i.e., Sacramento County, Sacramento CO, Sac County, Sac CO, etc.

O. Contractor's reporting system will be required to generate the following reports, including but not limited to:

Report Name	Description
Advance Booking Analysis	Summary of advance bookings by days in advance. Report includes total fare, average ticket, miles, average days, and cost per mile. Report parameters include advanced period options and the ability to exclude shuttle flights.
Advance Booking Detail	Detail of advance bookings by days in advance. Report includes invoice number, invoice date, ticket number, passenger name, book date, depart date, market fare, total fare, savings, itinerary, airline, and break data.
Advance Booking Summary	Summary of advance bookings by days in advance. Report includes total fare, average ticket, miles, average days, and cost per mile.
Air 7- or 14-Day Advanced Booking Compliance	Shows compliance by passenger with 7-day and 14-day advance booking recommendation.
Air Car Hotel Transaction Detail	Detailed data for each passenger with invoice number, invoice date, depart date, return date, ticket number, depart, destination, vendor, total fare, division, and break field data. Includes air, car, and hotel data.
Air Car Hotel Transaction Detail - Passenger Lookup	Includes parameter to look up an individual traveler. Detailed data for passenger with invoice number, invoice date, depart date, return date, ticket number, depart, destination, vendor, total fare, division, and break field data. Includes air, car, and hotel data.
Air City Pair	Detailed air city pair reporting on defined invoice date parameters. Air carriers used for the city pair are available within the drill-down.

Report Name	Description
Air Exception Detail	Air exceptions for each passenger with invoice number, invoice date, depart date, book method, origin, destination city, total fare, fare offered and savings loss. Report includes all sortable fields except break data.
Air Origin & Destination Detail	Detailed data for each passenger with PNR, depart date, market, ticket number, depart city, arrive city, base fare, miles, travel time, airline, class, and sequence. Report can be filtered by travel time, mileage, and class.
Air Leakage Detail	Detailed data for all flights refundable vs non-refundable, and captured reason codes.
Air Savings Detail	Air savings for each passenger with invoice number, invoice date, depart date, destination city, total fare, market fare, savings, savings percent, and break fields. Report includes all sortable fields except break data.
Air Segment Benchmark Comparison	Comparison air segment by date range. Summary comparison includes rank, market, fare, mileage, cost per mile, average segment cost, and segments flown.
Air Segment Detail	Report includes ticket, passenger, book date, invoice date, depart date, depart time, sequence, class, class code, airline, depart city, arrive city, miles, and segment cost.
Air Spend Analysis	Air spend analysis by passenger. Report includes net trips, total fare, market fare, savings, exceptions, exceptions spend, average days trip booked in advance, miles, miles per trip, and cost per mile.
Air Spend by Country	Net air transaction counts and spend by ticketing country by month.
Air Spend Summary	Air spend summary by passenger. Report includes net trips, total fare, market fare, savings, exceptions, exceptions spend, average days trip booked in advance, miles, miles per trip, and cost per mile.
Air Transaction Detail	Detailed data for each passenger with invoice number, invoice date, book date, depart date, return date, itinerary, ticket number, destination, base fare, tax total fare, customer/account number and break field data.
Airline Unused Ticket Credits	Detailed report analysis including passenger, agency, airline, and outstanding unused airline ticket credits.

Report Name	Description
Amtrak Arrival Departure	Arrivals and departures for Amtrak only.
Arrivals and Departures Location	Report includes traveler name, airline, flight number, depart time, depart city, depart country, arrive time, arrive time, and arrive country. Report has filter for location and the data can be grouped by location.
Booked Trips Not Ticketed	Booked trips that have not been ticketed. Report includes PNR, book method, book date, update date, expire date, and travel date.
Car Rental Destination Benchmark Comparison	Comparison car rental summary by date range. Summary comparison includes rank, destination city, rentals, days, total fare, and average day.
Car Rental Destination Comparison	Compare car rental destinations from a selected date range. Report includes rentals, days, volume, and average cost per day.
Car Rental Destination Summary	Car rental destinations by date range. Report includes destination, rentals, days, volume, and average day.
Car Rental Destinations	Car rental destinations by date range. Report includes rental company, destination, rentals, days, volume, and average day.
Car Rental Summary	Car rental summary by date range. Summary includes rental company, rentals, days, volume, and average day.
Car Rentals Top Travelers by Number	Top car rentals by traveler. Report includes parameter to choose top number of travelers. Summary includes rentals, days, volume, and average day.
Car Transaction Detail	Detailed car rental for each traveler with invoice number, invoice date, depart date, return date, exception, rental company, location, total fare, total nights, and average rate per night. Report includes all sortable fields except break data.
City Analysis	Summary of destination city, volume, PNRs, air volume, tickets, average ticket, hotel volume, hotel nights, average nights, car volume, rental days, and average days.

Report Name	Description
Carbon Dioxide (CO2) Dashboard – Air, Car, and Hotel	Dashboard/Executive Summary for the CO2 emissions.
CO2 Detail – Air	Detail report for air carbon dioxide emission. The report includes account, ticket, passenger name, PNR, invoice date, depart date, origin, destination, miles, class, airline, flight number, segment cost, and credit card.
Customer Satisfaction	Detail report for all customer service engagements/transactions, rating service satisfaction, tool ease of use, survey feedback, etc.
Destination Analysis	Summary destination for each traveler. Report includes name, country, destination, trip count, travel days, days per trip, and total fare.
Destination Analysis by Country	Summary destination by country. Report includes country, destination, trip count, travel days, days per trip, and total fare.
Executive Dashboard YOY	Year-Over-Year Charts: total spend, air volume, car volume, hotel volume, adoption, tickets, rental days, hotel nights, average ticket, car average, hotel average, penalties, and refunds (report must be run for more than 1 month).
Executive Summary	Summary of air spend by month, car spend by month, hotel spend by month, advance bookings, total spend, top exceptions, top travelers, class of service analysis, city pairs, top hotels, top car rentals, and top hotels.
Executive Summary All	Quarterly report card for all User Agencies that will benchmark the state against industry standards.
Executive Summary with Adoption	Summary of air program, car program, hotel program, advance bookings, online adoption, total spend, top travelers, air exceptions, class of service analysis, city pairs, top hotels, top car rentals, and top hotel rentals.
Executive Summary with YOY Charts	Summary of air program, car program, hotel program, advance bookings, total spend, top travelers, air exceptions, class of service analysis, city pairs, top hotels, top car rentals, and top hotel rentals (includes Year-Over-Year charts).

Report Name	Description
Fees Detail	Detail data for each passenger with invoice date, invoice number, PNR, ticket number, book agent, and break field data for fees.
Find-a-Flight	Find a flight by airline and flight number based on a supplied date range. Report includes traveler name, airline, flight number, depart time, depart city, arrive time, arrive time, and link to check real-time flight status.
Flight Status Arrivals Departures	Status of flights for the current day. Report includes traveler name, airline, flight number, depart time, depart city, arrive time, arrive time, and link to check real-time flight status.
Flights Flown with Carbon Footprint	Number of flights flown with segments, miles, base fare, average miles, total miles, and CO2 per mile.
Hotel Bookings	To be run for current and future bookings. Includes traveler, property, city, state, country, phone, check-in date, checkout date, and break fields.
Hotel Brands	Hotel brand and hotel chains by volume. Summary includes rank, chain, nights, stays, total volume, average night, and percentage of total.
Hotel Chains	Top hotel chains by volume. Report includes parameter to choose top number of properties. Summary includes rank, chain, nights, stays, total volume, and average nights.
Hotel City Benchmark Comparison	Comparison by city by date range. Summary comparison includes rank, city, location, total fare, nights, and average nights.
Hotel City Period Comparison	Compare hotel city rates from a selected date range. Report includes transactions, nights, volume, and average cost per night.
Hotel Exception Detail	List of hotel exceptions.
Hotel Locations	Hotel locations by city, state, and country. report includes stays, percentage of stays, nights, average nights, and total volume.
Hotel Preferred Not Used	Hotel detail where preferred properties are not being used.

Report Name	Description
Hotel Property Benchmark Comparison	Comparison hotel property by date range. Summary comparison includes rank, property, location, total fare, nights, and average nights.
Hotel Property Leakage	Automated report to ensure negotiated rate is available, loaded, and utilized by traveler.
Hotel Property Preferred	Report used to delineate preferred and non-preferred hotels. Report includes parameter to choose top number of properties. Summary includes rank, property, location, total fare, nights, and average nights.
Hotel Property Summary	Top properties summary by date range. Report includes parameter to choose top number of properties. Summary includes rank, property, location, total fare, nights, and average nights.
Hotel Property Totals City State Country	Top properties summary by date range. Report includes parameter to choose top number of properties. Summary includes rank, property, city, state, zip, country, chain, total fare, nights, and average nights.
Hotel Top Travelers	Top hotel traveler summary by date range. Report includes parameter to choose top travelers. Summary includes reservations, nights, volume, and average nights.
Hotel Transaction Detail	Detailed data for each traveler with invoice number, invoice date, check in date, check out date, location, total fare, total nights, and average rate per night. Report includes all sortable fields including break data.
Limo Transaction Detail	Detailed data for each passenger with invoice number, invoice date, depart date, destination, description, vendor, and break field data.
Marketing Detail Report	Detail report tracking cold calls and outcomes, new and potential user agencies, estimated revenue.
Monthly Report Package	Client reports with all segments individually as well as transaction fee detail.
Monthly Reports Division	Client reports with all segments individually as well as transaction fee detail, categorized by multiple layers.
No Hotel Booked	Report displays trips with no hotel booked. Report includes reason, sequence, invoice number, break data, dates, passenger name, and PNR locator.

Report Name	Description
Non-Air Fees Detail	Used to locate non-ARC fees. Includes all non-air data with detailed data for each passenger with invoice number, invoice date, book date, ticket number, tax, total fare, and break field data.
Online Adoption Air-Non-Air	Online adoption summary by date range. Summary includes book agent, transactions, and percentage of transactions. Report can be filtered by DK, and International. For air and non-air transactions.
Online Adoption Air-Non-Air Detail	Online adoption detail by date range. Detail includes book agent, invoice number, invoice date, break data, traveler, and travel type. Report can be filtered by DK**,** and International. For air and non-air transactions.
Online Adoption by Month	Online adoption summary by date range. Summary includes book agent, transactions, and percentage of transactions. Report can be filtered by DK**,** and International.
Online Adoption Detail - Eligible	Report includes booked via, book agent, passenger name, total fare, market fare, trip count, exceptions, O&D, and itinerary. Does not include refunds or exchanges.
Online Booking Analysis	Analysis of online adoption by month with and average ticket price. Analysis is for air transactions only. Additional Parameters include option for simple round trips and to include touched bookings.
Online Exchange Detail	Report includes all key data elements from air transaction detail including ticket, exchanged ticket, and penalty.
Origin & Destination Period Comparison	Compare O&Ds from selected date range. Report includes city pair, segments, base fare, cost per mile, average cost per segment, and average days advance purchase.
Passengers Per Flight with Breaks	Used to track the number of passengers per flight. Report includes number of passengers, depart date, airline, flight number, depart city, arrive city, passenger name, ticket number, book date, and book agent. Break data included.
Profile Listing (Employee Details)	Details of employees in each User Agency, name, org unit/division, login ID, email address, and status of the employee.
Rail Transaction Detail	Detail list of rail bookings, including invoice dates, travel dates, itinerary, booked fare, and all break field data.

Report Name	Description
Refunds and Voids Detail	Detailed list of refunds and voids for each passenger with invoice number, invoice date, depart date, itinerary, ticket number, destination, base fare, tax total fare, DK, and break field data.
Score Card	Contractor shall provide a quarterly report card for all User Agencies that will benchmark the state against industry standards.
Segment by Month-Year	Parameter based summary of air, car, or hotel by month. Summary includes volume, tickets, nights, days, and averages.
Segment Ranker	Parameter based summary of air, car, or hotel year over year. Summary includes volume, tickets, nights, days, and averages.
Ticket Class Analysis	Ticket predominant class analysis by international/domestic, year, quarter, and month.
Ticket Exchanges	Exchanged ticket and new ticket. Add collect included.
Ticket Exchanges with Itinerary	List of exchanges, showing original ticket and new ticket values, with penalties and add/collect amounts. Includes Itinerary string.
Top Air City Pairs	Top air city pair reporting on defined invoice date parameters. Includes average days advance purchase, share percentage of top city pairs, and all city pairs.
Top Travelers by # of Travelers	Top traveler summary by date range. Report includes parameter to choose top # of travelers. Summary includes trip count, total fare, and miles.
Total Spend	Summary of travel type by international and domestic. Report can be grouped by break field data.
Transactions by Agent	Summary of agent by travel type, year, quarter, and month. Each period is collapsible and delineated by agent.
Travel Policy Exception Detail	Travel Policy Violation report where frequent travel policy violations occur.
Travel Summary by Month	Detailed breakdown of overall travel spends by month. Includes air, car, hotel, exchanges, and fees.
Travel Summary by Quarter, Month, and Day	Summary of travel type by quarter and month. Each period is collapsible and delineated by vendor type.

Report Name	Description
Traveler Invoice Information	Traveler detailed information on hotel, air, and car bookings invoiced.
Traveler Invoice Information Alternate	Traveler grouping removed.
Traveler Subtotals by Travel Type	Traveler name and subtotals of dollar volume spend for air spend, car bookings, hotel bookings, and rail bookings.
Trips in Progress Hotel	Status of people currently staying in hotels as of the current date. Report includes name, check in date, check out date, hotel chain, hotel name, address, city, state, and country.
Unused Tickets	Automated unused ticket tracking, listing of full unused airline tickets, reused, fully refundable vs non-refundable, and adherence to travel policies and/or management memos. Tickets may be nonrefundable and full value may not be applicable based on airline fare rules.
Validating Carrier Summary	A summary of invoices issued, net transactions, credits (refunds), volume spend, percent of volume, and cost per mile for each carrier flown in a specified date range.
Validating Carrier Summary By O&D	A summary of the top 50 validating carriers based on the number of origin and destination segments. Includes base fare, miles, cost per mile, and average segment cost.
Very Important Person (VIP) Travel Summary	VIP traveler summary with drill down to invoice#, invoice date, depart date, return date, total fare, ticket number, vendor code, itinerary, destination, DK, and break field data.

27. EMERGENCY/DISASTER RESPONSE PROGRAM

A. In the event of emergencies (e.g., Presidential-declared disasters, forest fires, evacuations, floods, hurricanes, etc.), the Contractor shall aid the State of California with providing an Emergency/Disaster Response Program and maintain operations necessary to support the State of California under this contract. This includes staffing the office twenty-four (24) hours a day as required by the State of California, responding to the emergency orders, and providing necessary of travel management services.

B. Contractor shall provide a unique emergency module/portal for User Agencies to procure properties and/or secure room blocks during emergency situations.

C. Contractor shall provide additional contract management services within forty-eight (48) hours of a declared emergency, including but not limited to the following:

1) Service Levels

a) Reservation services and support through a web-based portal.

b) Pricing and negotiation assistance and support.

c) Lodging management support for disaster planning, recovery, and support.

d) Coordinate and cooperate with other STP contracted vendors or state and local government agencies involved in the management and collaboration of the Emergency/Disaster Response Program.

e) Participate in a hypothetical emergency scenario with STP to review emergency response process workflows to ensure an action plan for booking issues, double bookings, etc.

f) Creation of new sites, accounts, and custom portals specific to the Emergency/Disaster Response Program.

g) Regular, daily check-in meetings during an active disaster to address mission-critical items.

h) Contractor may not be exclusive vendor during emergency response services.

2) Staffing

a) Contractor will provide additional staffing, twenty-four (24) hours a day, seven (7) days a week, as needed, for increases in volume and/or travel services due to a statewide emergency or disaster.

3) Sourcing

a) Contractor will provide an automated process for contract proposals, collection, and storage. All proposed, tentative, declined, or active contracts will be accessible digitally to STP.

b) Contractor will source additional properties under negotiated rates, and/or block entire properties.

c) Contractor will proactively monitor, and audit contracted rates established with hotel properties by way of automated audits (both pre-booking and Post booking) to ensure information will be correct and revised, as necessary.

d) Contractor will train STP and all other authorized users on the sourcing tool/platform.

e) Contractor will ensure hotel partner information, including contacts, are update-to-date by way of automated and/or manual processes to ensure information will be correct and revised, as necessary.

4) Reporting

a) Contractor shall provide STP electronic access to real time disaster response reports twenty-four (24) hours a day, seven (7) days a week.

b) In case of a travel or national emergency (e.g., major weather event, wildfire, earthquake, pandemic, terrorist event, etc.), Contractor shall proactively pull the relevant travel location information for potentially impacted travelers within the hour of the event and provide that to STP for such reports.

c) In the case of other emergency travel reporting in the same day, Contractor shall create a process to address reporting needs for those exceptional circumstances where same day response is needed for the User Agency to accomplish its mission.

d) Contractor will provide custom reporting based on emergency necessity.

i. Customizable fields and views as determined by specifics of the disaster response.

ii. Ability to automate scheduled reports on a recurring basis.

e) Contractor will provide reports, which contain the following fields at a minimum, but not limited to:

i. Booking channel.

ii. Complete property information.

iii. Guest name and other personal information.

iv. Employer.

v. Check in and out dates.

vi. Number of room nights.

vii. Negotiated rate.

viii. Room rate.

ix. Complete breakdown of taxes.

x. Payment type.

xi. Total room nights.

xii. Total spend.

xiii. Payment type.

f) Contractor shall provide technical assistance to clean, edit, update, and/or correct said reports.

g) Contractor shall provide a payment solution to manage invoices (folios) and support payment reconciliation and reporting services to STP. Invoices shall be checked for accuracy.

h) Contractor will commit to the following response times related to emergency programs:

i. Two-hour response times for booking requests, twenty-four (24) hours a day, seven (7) days a week.

ii. One-hour response time for technical issues 7am-9pm (including custom reports).

iii. Resolution of technical issues not to exceed twenty-four (24) hours.

28. COMMISSIONS, INCENTIVES AND OVERRIDES

A. Contractor shall have reliable, automated systems in place to track and collect all commissions, incentives, and overrides (including bonus payments and kickbacks) earned by the Contractor through booking state business related travel, including but not limited to air, rail, hotel, car rental, and GDS.

B. Contractor shall establish and maintain an interest-bearing account (STP Account) and deposit all commissions, incentives, and overrides (including bonus payments and kickbacks) into the STP Account as received quarterly. All disbursements to and from the STP Account must be approved by STP in writing via email.

C. Contractor shall return/issue all commissions, incentives, and overrides (including bonus payments and kickbacks) to STP every quarter via a check or electronic bank-to-bank payment, such as an ACH payment. Payments shall be made to STP within thirty (30) calendar days of each quarter's end.

D. Contractor shall provide STP with an electronic and/or hardcopy bank statement to include all transactions and deposits, including monthly interest.

E. Contractor will organize commissions, incentives and overrides in an easily searchable way based on travel type and/or amount.

F. Contractor will conduct monthly, detailed audits to ensure the full number of rates and fares are calculated for the monies owed to STP.

G. Upon Contractor receipt of all commissions, rebates, and incentives (including bonus payments and overrides), STP will return to the Contractor ten (10%) percent of the hotel commissions, at a minimum, which were generated by hotel transactions booked by the Contractor, prior to the disbursement to STP.

29. RECONCILIATION

A. Contractor shall develop a reconciliation process utilizing data captured through the reporting tool, including reconciliation procedures or programs, such as written guides and computerized programs to assist STP and User Agencies with reconciling monthly statements, credits, disputed items, and fraud alert procedures.

B. Contractor shall be able to reconcile and resolve any problems associated with reservations and tickets (includes service/booking fees, air, rail, lodging, virtual payment deployments, and car rentals).

C. Reconciliation processes shall be integrated into requirements outlined in Exhibit A, Section 26, Reporting and Data Management Services.

D. Reconciliation reporting will capture any non-static codes at the time of reservation to carry over into the reconciliation report.

E. Reconciliation reports will have the ability to redact or mask data, and/or replace with unique identifiers to adhere to PII policy and guidelines.

30. RECORDS MANAGEMENT AND AUDITS

A. All data records must be securely held and accessible per requirements from the California Public Records Act, GC Title 1, Division 7, Chapter 3.5, Article 1.

B. Contractor agrees that the DGS-STP or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract.

C. Contractor agrees to maintain such records for audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated.

D. Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might have information related to such records.

E. Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this contract. The state shall provide reasonable advance written notice of such audit(s) to the Contractor.

31. STATE TRAVEL WEBSITE

A. Contractor shall develop a user-friendly website or portal where travelers log in for their government travel at no additional cost to the state. The website will direct users to the appropriate travel sites (i.e., OBT and reporting system), provide recorded and updated training videos, forms, frequently asked questions, travel news, updates, and other helpful travel information.

B. Contractor and STP shall mutually agree upon the name of the state travel website URL.

C. Contractor’s website shall comply with the accessibility requirements as stated in Section 37.

D. Contractor shall be responsible for maintaining the website and performing any necessary IT updates at no cost to the state. Any substantial changes need to be reviewed and agreed by both the Contractor and STP.

E. Contractor shall complete website updates within three (3) business days (from the date/time of the request) or as specified by STP.

32. AIRLINE REPORTING CORPORATION (ARC) EVIDENCE OF ACCREDITATION

A. Contractor shall provide their current Airline Reporting Corporation (ARC) Evidence of Accreditation annually to the STP Contract Administrator throughout the contract term.

33. INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) EVIDENCE OF ACCREDITATION

A. Contractor shall provide their current International Air Transport Association (IATA) Evidence of Accreditation annually to the STP Contract Administrator throughout the contract term.

34. INSURANCE

A. Contractor's insurance coverage must be in force for the complete term of the contract as outlined in Exhibit D, Insurance Requirements.

35. NEWS RELEASE

A. Contractor shall not conduct media or independent interviews related to on-going business related to the contract without STP receiving seventy-two (72) hours' notice and consenting to the language.

36. HEALTH AND SAFETY

A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by DGS, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.

B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

37. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

A. Contractor shall provide an OBT designed and implemented to comply with all applicable technical and functional performance criteria, as required by state and federal law, mandated by state policy, and determined by User Agencies, including but not limited to the following:

1) Government Code (GC) Section 11135 prohibits discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, under any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.

2) GC Section 7405(a) requires, “In order to improve accessibility of existing technology, and therefore increase the successful employment of individuals with disabilities, particularly blind and visually impaired and deaf and hard-of-hearing persons, state governmental entities, in developing, procuring, maintaining, or using electronic or information technology, either indirectly or through the use of state funds by other entities, shall comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations”. The Revised 508 Standards incorporate by reference the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or a subsequent version, Success Criteria and apply the WCAG 2.1 Level AA, or a subsequent version, success criteria and conformance requirements to both web and non-web electronic content.

3) GC Section 7405(b) requires, “Any entity that contracts with a state or local entity subject to Section 11135 for the provision of electronic or information technology or for the provision of related services shall agree to respond to, and resolve any complaint regarding accessibility of, its products or services that is brought to the attention of the entity”.

4) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.) prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities; therefore, web-based applications and other electronic and information technology must comply with the accessibility standards of the WCAG 2.1 Level AA, or a subsequent version.

5) Section 4833 of the State Administrative Manual directs, “Agencies/state entities, as well as any contractors working for them, are responsible for ensuring that their Agency/state entity public web sites are accessible to both the general public and that their internal Agency/state entity electronic and IT

systems are accessible by state employees, including persons with disabilities".

6) WCAG 2.1 Level AA, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criterion.

B. Upon delivery and prior to each subsequent release, the Contractor shall certify that the OBT complies with all applicable technical and functional performance criteria, as required by Section 37.A.

C. Contractor shall include accessibility testing in the Software Development Life Cycle (SDLC) for all releases and certify, in its release notes, that the release complies with the accessibility standards specified in Section 37.A above.

D. Contractor shall, for each product release, conduct a regression test for conformance to accessibility standards specified in Section 37.A above and publish a test report that documents the test plan, tools, methodologies followed, and the results.

E. Contractor shall conduct required accessibility testing using commonly available assistive technology products, including but not limited to, screen reading software, screen magnification software, braille displays, and speech recognition software.

F. Contractor shall incorporate new and updated accessibility standards as required by state and federal law, mandated by state policy, and determined by customer agencies, in compliance with GC Sections 7405 and 11135, and WCAG 2.1 Level AA, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criterion.

G. All electronic documentation, training and instructional materials, and authentication functionality must also meet the applicable accessibility standards specified in Section 37.A above.

H. Contractor shall ensure, through design and implementation of accessibility features as required by Section 508 of the Federal Rehabilitation Act of 1973 and specified in WCAG 2.1 Level AA, or a subsequent version, that employees with disabilities experience comparable access to the system as is provided to employees without disabilities. Employees with disabilities must be able to independently acquire the same information, engage in the same interactions,

and enjoy the same services within the same timeframe as individuals without disabilities, with equivalent ease of use.

I. STP shall have the final authority to determine whether the online booking tool, subsequent releases thereof, and all electronic documentation and training materials comply with the accessibility requirements of Section 37.A above. If a deficiency is identified, the Contractor shall promptly correct the problem to the satisfaction of STP.

38. END OF CONTRACT TRANSITION

A. Contractor must work with the STP Contract Administrator to close out the Contract. The Contractor will ensure that an efficient and effective transition takes place.

Upon termination or expiration of the contract, the following will occur:

1) STP requires a smooth and orderly transition from the Contractor to any successor contractor to ensure minimum disruption and avoid decline in service.

2) Contractor shall collaborate with STP and new contractor to draft and finalize a detailed implementation plan which includes at minimum, major tasks, activities, timeframe, and allocated resources.

3) Contractor shall cooperate fully if for any reason there is a change in Contractor due to contract termination or expiration.

4) Contractor shall, upon written notice, furnish phase-in, phase-out services for up to sixty (60) calendar days prior to the expiration date of the contract. Contractor shall provide sufficient, experienced staff during the phase-in, phase-out period to ensure that there is no reduction in the quality of services provided under this contract.

5) All initial charge activity under this contract shall be completed on or before the expiration date of the contract.

6) If account reconciliation occurs after the contract expiration date or if this contract is terminated, the Contractor agrees to resolve all credit transactions.

7) Contractor shall book all requests it receives prior to contract expiration regardless of the date of commencement of travel.

8) Contractor agrees to provide customer and account close-out support for 120 days after contract expiration or termination.

9) Contractor shall collaborate with STP and new contractor to transition all User Agencies participating under this contract to ensure an efficient and effective transition takes place.

EXHIBIT B – PAYMENT AND BUDGET PROVISIONS

1. INVOICING AND PAYMENT

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in Exhibit E, Contract Pricing.

B. Invoices shall be submitted monthly in arrears of the service performed. Invoices must be submitted with the Contractor's letterhead information exactly matching the Contractor name on the Standard Agreement 213 and be signed by an authorized representative.

C. Invoices will include, as applicable:

1) Contract Number
2) Date of Invoice
3) Date of Service
4) Description of Service(s), applicable rate(s), and total dollar amount
5) Contact phone number for billing questions

D. Payment by User Agencies shall be made using STP's authorized form of payment.

E. Charges and Billing: Contractor will charge all transactions at the time the reservation is ticketed/booked, and all applicable transaction fees in a lump sum. The reservation will be made through the authorized reservation process utilizing an account identification number issued by the Contractor for each User Agency. The account identification number may contain billing numbers that identify the traveler, the User Agency, and the cost center. Detailed billing data shall come directly from the Contractor in accordance with Exhibit A, Section 26, including agency billing codes and/or cost center information. The Contractor must allow for the following billing method:

1) Contractor will charge all applicable transaction fees in a lump sum to the User Agency monthly, billed in arrears and based on the state's billing cycle. The state's billing cycle is the 26th of the month to the 25th of the following month. The User Agency's billing cycle is subject to change by STP . The User Agency will receive a consolidated billing statement from the Contractor reflecting the itemized transaction fees during the billing cycle for each account. The Contractor must have identified a process for User Agencies to dispute incorrect transaction fee charges.

F. There are two (2) options for submitting invoices to STP as follows:

1) By Mail:

Department of General Services
Office of Fleet and Asset Management

Statewide Travel Program
1700 National Drive
Sacramento, CA 95834

2) By Email:

DGSOFAMInvoices@dgs.ca.gov

G. Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

2. RATES

A. The rates specified in Exhibit E – Contract Pricing. All rates shall be firm fixed for the contract term, including any optional year extensions unless a rate adjustment is approved by the DGS-STP in accordance with Exhibit B Section 3.

1) MONTHLY FIXED MANAGEMENT FEE

a) Monthly Fixed Management fee which will cover all the services made part of this contract.

b) STP agrees to compensate the Contractor in accordance with the Monthly Fixed Management Fee specified in Exhibit E – Contract Pricing in Table 2.1.

2) TRANSACTION FEE

a) User Agencies will pay for travel arrangements based on a set fee per transaction. “Transaction” is defined as all arrangements and reservations related to one itinerary (which may include airfare, hotel, rental car, rail and/or other travel costs).

b) User Agencies agree to compensate the Contractor in accordance with the Transaction Fees specified in Exhibit E – Contract Pricing in Table 2.2.

c) The transaction fees are all inclusive and must include all the Contractor’s direct and indirect costs associated with the performance of the contract; no costs will be paid by the User Agency unless listed in Exhibit E – Contract Pricing.

d) STP may pay, on behalf of the User Agencies, a portion of the transaction fees unless an exception to this rule has been explicitly approved by DGS.

e) STP may further share commissions with the Contractor to reduce or eliminate transaction fees.

3) ADDITIONAL SERVICES FEES

a) Non-Executive Branch User Agencies may use optional Additional Services, subject to their own applicable laws, policies and procedures.

b) Non-Executive Branch User Agencies agree to compensate the Contractor in accordance with the Additional Services Fees specified in Exhibit E – Contract Pricing in Table 2.3.

3. RATE INCREASE

A. The Monthly Fixed Management Fee rates specified in Exhibit E – Contract Pricing are in effect for the contract term; however, the Contractor may request a rate increase for contract extensions in accordance with the following procedure:

1) DGS-STP may authorize a rate increase for the Monthly Fixed Management Fee, should DGS-STP decide to execute the option to extend the contract. The rate increase shall in no case exceed the percentage change Consumer Price Index (CPI) for the previous calendar year.

2) A written request for the rate increase must be submitted to the DGS-STP Contract Administrator at least ninety (90) calendar days prior to the effective date of extension. The CPI is calculated according to the Consumer Price Index for All Urban Consumers (https://data.bls.gov/cgi-bin/surveymost?bls) (CPI, 1967), published by the Bureau of Labor Statistics (BLS), and shall be used for rate increases.

4. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

C. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

5. PROMPT PAYMENT CLAUSE

A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. CONTRACTOR OVERPAYMENTS

A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.

B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

EXHIBIT C - GENERAL PROVISIONS – INFORMATION TECHNOLOGY – CLOUD COMPUTING – SOFTWARE as a

THESE CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE, AS DEFINED BELOW, AND ANY ANCILLARY SERVICES. THE CLOUD COMPUTING SERVICES SPECIAL PROVISIONS ARE INCORPORATED BY REFERENCE UNLESS SPECIFICALLY MODIFIED AND ATTACHED HERETO. THIS CONTRACT SHALL BE ACCOMPANIED BY A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA), IN ADDITION TO STANDARD EXHIBITS.

1. DEFINITIONS:

Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

a) **"Application Program"** means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application Programs are developed or otherwise acquired by the User of the Hardware/Software system, but they may be supplied by the Contractor.

b) **"Buyer"** means the State's authorized contracting official.

c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

d) **"Contractor"** means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with supplier, vendor, Reseller, Service Provider, or other similar term.

e) **"Customer"** means the State or an Eligible Public Entity using the Contractor's or the Service Provider's Services.

f) **"Deliverables"** means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.

g) **"Documentation"** means manuals and other published materials necessary or useful to the State in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available. In addition, manuals and other published materials customized for the State hereunder constitute Work Product as defined below.

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h) **“Eligible Public Entity”** means each of the non-State public entities authorized to purchase the Deliverables and Services offered hereunder. “Eligible Public Entity” includes the county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State. “Eligible Public Entity” also includes a federally-recognized tribal entity acting in its tribal governmental capacity.

i) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).

j) **"Hardware"** refers to computer equipment and is contrasted with Software.

k) **“Information Technology”** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.

l) **"Maintenance"** includes: i) remedial maintenance performed by the Contractor which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and ii) the maintenance performed on a scheduled basis by the Contractor.

m) **“Reseller”** means the agent(s) of the Service Provider or the business entity authorized by the Service Provider to resell the Services or perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.

n) **“Service Provider”** means the Contractor, subcontractors, agents, Resellers, third parties and affiliates of the Contractor, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.

o) **"Services"** means the cloud computing services, including Software as a Service (but not Infrastructure as a Service or Platform as a Service), and any related services, offered to the State by the Contractor herein.

p) **"Software"** means an all-inclusive term which refers to any computer

programs, routines, or subroutines supplied by the Contractor, including operating Software, Application Programs, and enabling software ("Software Products") that the State downloads to the State's systems to facilitate use of the Service.

q) **"Software as a Service (SaaS)"** is the capability provided to the Customer to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

r) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

s) **"State Data"** means all data owned by the State, and submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with "Customer Data", "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:

i. "Non-Public Data" means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.

ii. "Personal Data" means Personal Information as defined by the California Information Practices Act (Civil Code sections 1798 et seq.) submitted to the Service Provider.

EXHIBIT C - GENERAL PROVISIONS – INFORMATION TECHNOLOGY – CLOUD COMPUTING – SOFTWARE as a

iii. "Public Information" means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Government Code section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

t) **"Statement of Work" (or "SOW")** means a document provided by the State which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the Contractor in providing Services to the State. The SOW includes detailed technical requirements and pricing, with permitted modifications ("carve-outs") to the SaaS General and Special Provisions.

u) **"User"** means any authorized end user of the Services under this Contract and includes Customer's employees, subcontractors, or any system utilized by the Customer to access the Services, whose compliance with the terms of this Contract is the responsibility of the Customer.

v) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with section 10290), 3 (commencing with section 12100), and 3.6 (commencing with section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.

b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.

c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

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3. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY:

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) The State and the Contractor warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including the California Information Practices Act (Civil Code sections 1798 et seq.). The Contractor agrees to indemnify, defend, and save harmless the State against any loss, cost, damage or liability by reason of the Contractor’s violation of this provision.

b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time.

c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its

own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this Contract falls within the scope of Government Code section 7405, the Contractor will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products and Services. Contractor shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

8. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted and will reimburse the State for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.
Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its

own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably

prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. Except as specifically set forth in Section 13 (Warranty) below, the rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

a) These Cloud Computing - Software as a Service General Provisions (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);

b) Contract form, e.g., Purchase Order STD 65, Standard Agreement STD 213, FI$Cal generated Purchase Order, etc., and any amendments thereto;

c) The Cloud Computing Special Provisions – Software as a Service (hereafter referred to as, the "SaaS Special Provisions"), which are incorporated by

reference unless specifically modified and attached hereto, and other Special Provisions;

d) Statement of Work, including any specifications incorporated by reference herein;

e) Cost worksheets;

f) The Service Provider's service agreement and attachments; and

g) All other attachments incorporated in the Contract by reference.

12. INSPECTION, ACCEPTANCE AND REJECTION:

Unless otherwise specified in the Statement of Work:

a) When acquiring SaaS, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing.

b) For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.

c) In the event any Goods or Deliverables furnished by the Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly without expense to the State.

13. WARRANTY:

a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:

   i. Services will be performed in accordance with the Contract; and

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ii. All customer support for Services will be performed with professional care and skill.

b) Duration of Limited Warranty. The limited warranty will be for the duration of State's use of the Services, unless the underlying Service Provider's warranty is shorter in duration, in which case the parties will specify the length of the applicable limited warranty in the Statement of Work. This limited warranty is subject to the following limitations:

i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

ii. the limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;

iii. the limited warranty does not apply to components of Software that the State may be permitted to redistribute;

iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and

v. the limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.

c) **Remedies for breach of Limited Warranty.** Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re- perform, repair, replace, or refund fees paid for the products and/or Services as appropriate, the State may terminate the Contract.

d) **Warranty for Software Products.** Any Software Products provided by the Service Provider shall be covered by the developer's consumer warranty that will be passed to the Customer.

e) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

f) Contractor shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.

g) Unless otherwise specified elsewhere in the Contract:

   i. The Contractor does not warrant that any Services provided hereunder is error-free or that it will run without immaterial interruption; and

   ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from:

      a. a modification made by the State, unless such modification is approved or directed by the Contractor,

      b. use of Services in combination with software or services other than as specified by the Contractor, or

      c. misuse by the State.

h) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

14. SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature or the United States Congress, if

applicable. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract.

16. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, which shall be no less than fifteen (15) days from the Notice of Termination date.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work as specified in the Notice of Termination, regardless of any delay in determining or adjusting any amounts due under this clause.

c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State except that in no instance shall the Contractor seek nor will the State pay for Services not utilized or costs not specified on an order for Services regardless of Contractors' liability or costs for materials, equipment, Software, facilities, or sub- contracts. The Contractor shall submit the proposal promptly, but no later than thirty (30) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

d) The Contractor and the State may agree upon the whole or any part of the amount to be paid or refunded as requested under subsection (c) above;

e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience.

   i. The State will pay the Contractor the Contract price for Services accepted or utilized by the State; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been

fully performed.

f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

17. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "**18. Force Majeure**", by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

   i. Perform the Services within the time specified in the Contract or any amendment thereto;

   ii. Make progress, so that the lack of progress endangers performance of this Contract; or

   iii. Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than thirty (30) days, unless otherwise provided.

c) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for completed and accepted Deliverables and Services.

d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "**20. Limitation of Liability**."

18. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, and any Contractor responsibilities concerning disaster recovery and/or business continuity, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

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b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

19. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any subsequent loss or damage sustained by the State in procuring any Deliverables or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled “Limitation of Liability”); and

b) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

20. LIMITATION OF LIABILITY:

a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, Contractor’s liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), “Purchase Price” will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), “Purchase Price” will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply:

   i. to any liability under provisions herein entitled “Compliance with Statutes and Regulations”;

   ii. to liability under provisions herein entitled “Patent, Copyright, and Trade Secret Indemnity” or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights;

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iii. to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct;

iv. to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action; or

v. to direct costs of mitigation, remediation, and/or notification obligations set forth in the SaaS Special Provisions, resulting from any Data Breach as defined therein, and resulting from the Contractor's failure to perform or negligent acts of its personnel.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (I) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (II) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES ARISES OUT OF SUBSECTION b) (i), b)(ii), OR b)(iv) ABOVE.

21. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim

and all negotiations for its settlement or compromise; provided that

i. when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

ii. where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

iii. the State will reasonably cooperate in the defense and in any related settlement negotiations.

22. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

23. REQUIRED PAYMENT DATE:

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after:

a) the date of acceptance of Deliverables or performance of Services; or

b) receipt of an undisputed invoice, whichever is later.

24. TAXES:

Unless otherwise required by law:

a) the State of California is exempt from Federal excise taxes; and

b) the State will only pay for any applicable State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

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25. CONTRACT MODIFICATION:

a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

b) Notwithstanding subsection a) above, service agreements may be modified by Contractor from time to time, but any such modifications will not degrade the functionality or security features of the SaaS. Service agreements shall be subject to section 11(f) Order of Precedence.

26. CONFIDENTIALITY OF DATA:

a) All Customer Data made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure by use of the same or more effective confidentiality requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's confidentiality requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Any additional requirements to ensure confidentiality of data shall be set forth in the SOW. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor shall sign a security and confidentiality statement. Contractor is responsible for

   all Contractor personnel assigned to this Contract and will have appropriate agreements in place to enable Contractor to meet its obligations hereunder.

b) The parties acknowledge information transmitted by the State to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The State will use all reasonable efforts to prevent the transmittal of FTI to Contractor and/or Service Provider under this Contract. The State further acknowledges that the Contractor and/or Service Provider does not require any “access” to, or “receipt” or “storage” of FTI to perform the Services under the

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Contract. The Contractor and/or Service Provider further acknowledges that Contractor and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Services. To the extent that Contractor's and/or Service Provider's access to FTI is "incidental" to Contractor's provision of Services, it is the parties' view that such incidental exposure should not legally subject Contractor and/or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, section 11.2. If, however, the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider and/or the State should have nevertheless complied with the requirements of IRS Publication 1075, the parties will immediately commence an evaluation of the feasibility of continued performance under the Contract.

27. NEWS RELEASES:

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

28. DOCUMENTATION:

The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the equipment, Services, or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

29. RIGHTS IN WORK PRODUCT:

a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, customized software, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this subsection "a)" may be revised in a Statement of Work.

b) Software, other components of SaaS, and materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of

such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 29 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre- Existing Materials.

c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, and the state and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. This subsection and the rights thereunder may be modified as required for federally funded SaaS pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.

d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State, may be used by either party without obligation of notice or accounting.

e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

30. SOFTWARE LICENSE:

A Service may require the use of Software Products to facilitate use of the Service. Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software

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Products in this Contract. The State may use the Software Products only in connection with use of the Service and according to any licensing terms if specified in a Statement of Work or otherwise in the Contract. Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract.

31. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act, or other lawful process (e.g., in response to a subpoena);

b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

32. FUTURE RELEASES:

Unless otherwise specifically provided in the Statement of Work, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any SaaS versions or Software Product are developed by the Contractor, and are made available to other customers, they will be made available to the State at no additional cost only if such are made available to other customers at no additional cost.

33. ENCRYPTION AND AUTHORIZATION KEYS:

Upon initiation of Service, Contractor will provide all encryption and authorization keys required by the State to operate or access the Software Products or Services.

34. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With

respect to claims arising from Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section).

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Software Products or Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall, subject to prior approval, permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Services, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge and the Contractor shall refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement

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which is based upon:

i. The combination or utilization of Deliverables furnished hereunder with Goods or Software not made or furnished by the Contractor; or

ii. The combination or utilization of Software or Services not made or furnished by the Contractor, and introduced into the States computing environment; or

iii. The modification initiated by the State, or a third party at the State's direction, of any Software or Service furnished hereunder; or

iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.

d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of Software in violation of any U.S. Intellectual Property laws.

35. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written final decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of Services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently

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proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be inwriting, and shall be signed by the contracting Department Director, or designee. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

e) The dates of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

36. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the called for by this Contract in the Statement of Work for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

i. Cancel the Stop Work Order; or

ii. Terminate the work covered by the Stop Work Order as provided for in the Termination for Default or the Termination for Convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

ii. The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

37. EXAMINATION AND AUDIT:

The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

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38. FOLLOW-ON CONTRACTS:

a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:

   i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction;

   and

   ii. will not act as consultant to any person or entity that does receive a Contract described in subsection (I). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:

   i. development of or assistance in the development of work statements, specifications, solicitations, feasibility studies, or project approval documentation;

   ii. development or design of test requirements;

   iii. evaluation of test data;

   iv. direction of or evaluation of another Contractor;

   v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or

   vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

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i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or

ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

39. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC section 10353.

40. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part and any loss or damaged sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or equity.

41. NONDISCRIMINATION CLAUSE:

a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement; and

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

43. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tender's final payment to the supplier;

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of

the recovery; and

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:

   i. the assignee has not been injured thereby, or

   ii. the assignee declines to file a court action for the cause of action.

44. DRUG-FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free

Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a);

b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:

   i. the dangers of drug abuse in the workplace;

   ii. the person's or organization's policy of maintaining a drug-free workplace;

   iii. any available counseling, rehabilitation and employee assistance programs; and,

   iv. penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code section 8355(c), that every employee who works on the proposed or resulting Contract:

   i. will receive a copy of the company's drug-free policy statement; and

   ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

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45. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and Services to the State. "Four-Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

46. SWEATFREE CODE OF CONDUCT:

a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108; and

b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

47. RECYCLED CONTENT REQUIREMENTS:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no post-consumer recycled material, and even if the post-consumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of section12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of

post-consumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site.
Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

48. CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully

b) comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

c) The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

49. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY

a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.

b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its electronic and Information Technology products and Services that is brought to the attention of the Contractor, pursuant to Section 7(e) above.

50. ELECTRONIC WASTE RECYCLING ACT OF 2003:

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the Public Resources Code. The Contractor shall

GENERAL PROVISIONS – INFORMATION TECHNOLOGY – CLOUD COMPUTING – SOFTWARE as a SERVICE (SaaS)

maintain documentation and provide reasonable access to its records and documents that evidence compliance.

51. USE TAX COLLECTION:

In accordance with PCC section 10295.1, the Contractor certifies that it complies with the requirements of section 7101 of the Revenue and Taxation Code.
Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC section 10295.1.

52. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC sections 10286 and 10286.1, and is eligible to contract with the State.

53. DOMESTIC PARTNERS:

For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

54. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a) If for this Contract, the Contractor made a commitment to achieve small business participation, then the Department requires the Contractor upon completion of this Contract (or within such other time period as may be specified elsewhere in this Contract) to report the actual percentage of small business participation that was achieved. (Govt. Code § 14841); and

b) If for this Contract, the Contractor made a commitment to achieve the disabled veteran business enterprise (DVBE) participation goal, then, pursuant to Mil. & Vets. Code § 999.5(d), upon completion of this Contract, the Department requires the Contractor to certify using the Prime Contractor's Certification - DVBE Subcontracting Report (STD 817), all of the following:

c) the total amount the prime Contractor received under the Contract;

d) the name, address, Contract number and certification ID number of the DVBE(s) that participated in the performance of this Contract;

e) the amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirement of the Contract and the total payment each DVBE

received from the prime Contractor;

f) that all payments under the Contract have been made to the DVBE(s); and
g) the actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

If, for this Contract, Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full final payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, the Department shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vets. Code § 999.7)

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841)

Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Mil. & Vets. Code, including, but not limited to, the requirements of Section 999.5(d). (PCC Code § 10230)

55. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

56. EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS:

The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

STATE MODEL
EXHIBIT C-1 - CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;

B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;

C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

a) "**Cloud Software as a Service (SaaS**)" - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

b) "**Cloud Platform as a Service (PaaS)**" - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

c) "**Cloud Infrastructure as a Service (IaaS)**" - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

d) "**Data**" - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.

e) "**Data Breach**" - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

f) "**Encryption**" - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]

g) "**Recovery Point Objective (RPO)**" - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.

h) "**Recovery Time Objective (RTO)**" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
    1) Acts or omission of Contractor;
    2) Acts or omissions of third parties working on behalf of Contractor;
    3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
    4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
    1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
    2) Compliance with the following:
        i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
        ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request ;

iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
iv. Privacy provisions of the Federal Privacy Act of 1974;

3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
    1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
    2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:
1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer,

the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement,

the phrase "unauthorized use" means the 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 or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
    1) The nature of the Data Breach;
    2) The Data accessed, used or disclosed;
    3) The person(s) who accessed, used, disclosed and/or received Data (if known);
    4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
    5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a

security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform the State of:
    1) The scale and quantity of the Data loss;
    2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
    3) What corrective action Contractor has taken or will take to prevent future Data loss.
    4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
    1) Operating system/network vulnerability scans,
    2) Web application vulnerability scans,
    3) Database application vulnerability scans, and
    4) Any other scans to be performed by the State or representatives on behalf of the State.
c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will

provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

EXHIBIT D – INSURANCE REQUIREMENTS

1. General Provisions Applying to All Policies

a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

e. Insurance Carrier Required Rating All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

h. Satisfying an SIR - All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

i. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.

j. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

2. Insurance Requirements

a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

b. Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.

d. Cyber Liability insurance - Contractor shall maintain Cyber Liability with limits of not less than $1,000,000 covering claims involving notification costs, privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion, and network security.

e. Technology Professional Liability/E&O
Contractor shall maintain appropriate coverage to the Contractors profession and work hereunder, with limits not less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.

Please provide the following If policies provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

f. Certificate of Insurance

The Certificate(s) of Insurance will provide the above listed coverages and endorsements and the Certificate Holder will read:

Department of General Services
Office of Fleet and Asset Management
1700 National Drive
Sacramento, CA 95834

Exhibit E
Contract Pricing

1. MONTHLY FIXED MANAGEMENT FEE

The Monthly Fixed Management Fee shall cover all the services made part of this contract and shall be in effect for years 1 – 4 of the contract.

Cost Table 2-1

Monthly Fixed Management Fee

Description	Monthly Fee Years 1 - 4
Management Fee	**$50,000**

2. TRANSACTION FEE

1. "Transaction" is defined as all arrangements and reservations related to one itinerary/complete trip, regardless of the number of components (airfare, hotel, rental car, rail, bus and/or other travel costs).

2. Transaction fees offered must be all inclusive. The transaction fee must include all the Proposer's direct and indirect costs associated with the performance of this contract. No other costs will be paid by the User Agencies unless listed on this form.

3. Online (not requiring agent intervention) changes, voids, cancellations, or the addition of a segment to an existing reservation online are not subject to any additional transaction fees.
4. Only refund requests or changes to existing airline tickets made by a travel agent that require an add/collect would be charged the Ticket Exchange/Ticket Refund/Ticket Void fee; changes to airline tickets that do not require an add/collect or to other components of the itinerary are not subject to any additional fee.

5. There shall be no after-hours fees, only online transaction fees and agent assisted transaction fees.

6. There shall be no online or agent assisted transaction fees charged for instances including but not limited to seeking technical assistance, seat assignments, requests for invoice copies, requests for flight schedule information, asking questions, and confirming an existing reservation.

Cost Table 2-2

Transaction Fees (Mandatory Scored)

Service/Description	Online** Transaction Fee	Agent Assisted Transaction Fee	Additional Fees
1. Air/Rail (+Hotel and/or +Car)*	**$4.50**	**$10.25**	N/A
2. Hotel and/or Car Only Reservation	**$2.25**	**$10.25**	N/A
3. Virtual Payment Deployment	N/A	N/A	**$ 4.00**
4. Ticket Exchange	N/A	N/A	**$10.25**
5. Ticket Refund	N/A	N/A	**$0.00**
6. Ticket Void	N/A	N/A	**$0.00**

*Flat fee for booking any combination of domestic or international air, rail, car, and hotel.
**Reservation made without agent assistance.

3. ADDITIONAL SERVICE TYPES

Cost Table 2-3

Additional Service Types

Services listed below are for Non-Executive Branch agencies only.

Service Number	Service Type	Service Description	Fee	Unit of Measure*
1.	Group and Meeting Planning	Attached is the Group and Meeting Planning Menu.	**$**Variable	N/A
2.	Ground Transportation one-way (i.e., Limo/Private Car Service, Airport Transfers)	This service is the same as an Agent Assisted Car only booking.	**$**10.25	Booking
3.	Visa/Passport Services	CI Azumano Travel will utilize its (2) dedicated international agents to assist with facilitating Visa/Passport	Included in pricing	N/A

Service Number	Service Type	Service Description	Fee	Unit of Measure*
		services.Government fees to obtain Visa/Passports will be paid by the State of California.		
4.	Duty-of-Care/ Traveler Tracking Tool	CI Azumano Travel includes tracking State of California travelers and will provide real-time updates to User Agencies using the Onsolve platform, per the RFP. Administrative access for the tool will be limited to CI Azumano Staff Only.	Included in pricing	N/A
5.	Per Ticket Transaction Fees (in lieu of lump sum billing)	CI Azumano Travel does not charge an additional fee for User Agencies who prefer to have their transaction fees charged at time of ticketing.	Included in pricing	N/A
6.	Health and Trip Insurance Assistance	CI Azumano Travel will assist User Agency travelers with acquiring trip/travel insurance policy.	**$**10.00	Per Policy
7.	Credit Card Reconciliation	Included in management fee.	Included in pricing	N/A

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Meeting & Group Menu of Services – Minimum Group Size of 10		
Transaction Type	Service Cost	Note
Hotel Guest Room Blocks & Meeting Space Management – Coordination of rooming lists, creation of confirmations, communication with property post contracting, meeting space coordination, managing deadlines and payments.	10 – 50 persons: $100 per person 51 plus persons: $75 per person Meeting rooms: $100 per meeting room per day (Includes canceled guests or reduced space)	Includes Sourcing & Contracting up to 3 properties/dates. Above 3 properties/dates, an additional cost of $200 per property/date. Upon contracting, act as agent on behalf of client for designated property.
Additional Event Management Services – May include, but are not limited to food & beverage, entertainment, staging, gifting, AV & technology, ground transportation (including arrival & departure manifests), etc. Manages deadlines & payments.	15% Service Fee of total of additional services. Excluding air.	Act as Agent on behalf of client for additional services.
Hotel & Meeting Space Sourcing Only	Waived upon contracting $100 per property sourced; with none contracted	Includes Sourcing & Contracting up to 3 properties/dates. Above 3 properties/dates, an additional cost of $200 per property/date. Once contract is signed, client works directly with property on all details, such as payments and deadlines, rooming lists, meeting coordination, etc. Up to 3 properties/dates sourced; includes negotiated concessions, upgrades, waivers & contracting.
Onsite Event Coordinator – To handle all day-to-day logistics of the event.	$400 per day plus airfare, plus $100 per diem	Staff room at negotiated discount as part of contract terms to be paid in Group Sales Agreement as part of program costs.

Professional Pre-Travel Planning Meetings - Pre-conference meetings with Hotel Conference Services Manager; Director of Food & Beverage; Bell Captain; AV and Technical Staff; Groups Director- Ground Transportation Company – Select and reserve meeting function and outdoor venue space; entertainment; décor; special lighting; verify all registrations, special needs, dietary and food allergies, check-in process & check-out process.	Airfare and room per night, plus $100 per diem	Planning meetings performed after Appointment Letter and Agreement signed; room nights negotiated complimentary or discounted with the selected property. Based on the scope of the program, this may not be a required function.
Conference & Meeting Group Air Blocks (non-Concur or individual travel) – Negotiation and contracting of group blocks, booking, ticketing, seat assignments, special services, travel day flight monitoring and emergency after hours servicing, arrival & departure lists.	$45/$60 per ticket	Domestic (50 states)/International per ticket charge issued. Reissues and exchanges @ same rate.
Online Registration Tool – A web-based tool designed to gather required traveler data.	$500 upfront set-up fee per program	Access to registrations available to client
After hours actions - Ticket changes, cancellations and new reservations	$30	After hours per person charge
Conference/Hotel Reservations Only – per room	$20	Booking into existing Conference blocks or individually
Group Transport Only - Van; Motor Coach; Mini Coach	15% of cost	Sourcing and Contracting included; no program management
Other Services Not Listed	Price Quote	Based on Scope of Services and Group Size

Acknowledgement of terms & services provided:

_____ _____ _____

Name of Company Date Name of Company Representative

_____

Signature of Company Representative

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Program Details

Name of program_____ **Destination**_____

Arrival date to destination_____ **Arrive by time**_____

Departure date from destination_____ **Depart after time**_____

Number of hotel rooms_____ **Single or double accommodations**_____

Total number of desired hotel or area_____ **Total number of attendees**_____

Per room night max budget_____

Are meeting rooms required?_____

If YES, approximate dates & times

Day 1:_____ **Day 2:**_____

Day 3:_____ **Day 4:**_____

Day 5:_____

List any food & beverage

_____

Other notes_____

Primary contact name_____ **Phone**_____

Email_____

Thank you for contacting CI Azumano regarding your program request. We will contact you upon review of this document. Please be aware that fulfillment of all requests will occur based on staff capacity.

SUBMIT (nparrott@ciazumano.com, czandol@ciazumano.com, cczech@ciazumano.com)