

TRAVEL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of May 23,, 2014 ("Effective Date") by and between FC USA Inc d/b/a FCm Travel Solutions ("FCm"), a New York corporation with offices at 69 Spring Street, Ramsey, NJ 07446 and The State of Oklahoma ("Client or State") with an address of 2401 N. Lincoln Blvd, Suite 116, Oklahoma City, OK 73105.

WHEREAS FCm engages in the business of providing travel and travel related management services ("Services") and is willing to provide the Services to Client under the terms and conditions hereafter set forth; and

WHEREAS Client has a requirement for the Services and desires to obtain the Services from FCm in accordance with the terms and condition of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, FCm and Client agree as follows:

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required

certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.

A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A. 5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A. 6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A. 7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) §

34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a

bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A. 8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A. 9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:

A.9.2.1. Purchase order, as amended by Change Order (if applicable);

A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A. 10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A. 11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A. 12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A. 13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A. 14. Award of Contract

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A. 15. Contract Modification

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A. 16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm

prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A. 17. Invoicing and Payment

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A. 18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A. 19. Audit and Records Clause

A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-

day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Term

The initial contract term is for a twelve (12) month period, commencing May 23, 2014 The State Travel Office within the Central Purchasing Division of OMES, reserves the option to renew this contract, or any option thereof, for up to five (5) twelve (12) month periods. This agreement period, with all optional renewals exercised, may run through May 22, 2020. The renewal must be mutually agreed by both parties in writing.

B.2. Contract Preference

This contract will be mandatory to all State Agencies.

B.3. Type of Contract.

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified. The State shall not guarantee any minimum or maximum amount of the supplier services that may be required under this contract

B.4. . Extension of Contract.

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

B.5. Authorized Users.

Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful proposal(s).

CHECK APPROPRIATE BLOCK

☒ Yes, proposal permits usage by other than State Agencies

☐ No, proposal permits usage by State Agencies only.

B.6. Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.7. Gratuities

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative, offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the State.

B.8. Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this proposal or the resultant contract. All modification to the contract must be made in writing by the Central Purchasing Division.

B.9. Conflict of Interest

The Request for Proposal is subject to the provisions of Oklahoma Statutes. All suppliers must disclose with their response the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.10. Limited Contact

B.10.1. Pursuant to 580:15-4 (d) The State Purchasing Director may limit contact regarding a solicitation between vendors and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communications between vendors and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.

B.10.2. All questions and communications shall be directed to the contracting officer.

B.10.3. Any information given a vendor concerning a solicitation will be provided promptly to all other vendors as an amendment, if that information is necessary in submitting a response or if the lack of it would be prejudicial to other vendors.

B.11. Clarification of Solicitation

B.11.1. Clarification pertaining to the contest of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation and must be received prior to the closing date of the solicitation. The exact deadline for vendor clarifications is referenced in Section E.1.

B.11.2. If a supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the Solicitation, known to the supplier, or an error that reasonably should have been known by the supplier, the supplier shall submit a response at its own risk; and if awarded the contract, the supplier shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a supplier takes exception to any requirement or specification contain in this solicitation, these exceptions must be clearly and prominently stated in their response.

B.11.3. Suppliers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on this solicitation. This request must be made prior to the closing date of this solicitation.

B.12. Proposal Conformity

By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.13. State Purchase Card

The State currently has a Visa credit card to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. The State prefers that the successful supplier will accept the State of Oklahoma's Purchasing Card as a form of payment. There shall be no additional cost to a requesting entity for use of purchasing cards as a payment method.

B.14. Contract Management Fee

B.14.1. As empowered by State Statue §85.33 A & B, Central Purchasing imposes, and Vendors agree to pay a contract management fee in the sum of one (1) % of the service fees to all government entities. Awarded Vendor(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales / usage report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means.

B.14.2. Vendor shall make payment by company check to OMES / Central Purchasing Division within 30 days of the completion of quarterly reporting period. To ensure the payment is credited properly, the Vendor must identify the check as "Contract Management Fee" and include the Contract Number, Contract Title, and Quarter Reporting Period covered.

B.14.3. The contract management fee check should be sent to:

OMES – Central Purchasing Division

Agency Business Services

3812 N. Santa Fe Avenue, Ste 290

Oklahoma City, OK 73118

B.15. Contract Usage Reporting Requirements.

B.15.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.15.2. Reports shall be submitted quarterly regardless of quantity.

B.15.3. Usage Reports shall be sent electronically to the State Travel Office, to the attention of Tammy.Howard@omes.ok.gov, within 30 working days upon completion of performance quarter period cited in paragraph "B.15.4" of this contract provision.

B.15.4. Contract quarterly reporting periods shall be:

1st Quarter: January 1 through March 31

2nd Quarter: April 1 through June 30

3rd Quarter: July 1 through September 30

4th Quarter: October 1 through December 31

B.15.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.15.6. The reports shall include but not limited to: Date of Travel, Traveler Name, Traveler Agency, Location, and Total Cost Breakdown. Awarded suppliers will be provided a spreadsheet electronically, and will be required to submit usage reports electronically.

B.16. Negotiations

B.16.1. The vendor is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. The State may negotiate if deemed necessary, and will determine the scope and subject of any negotiations.

However, the Vendor should not expect that the State will negotiate to give the Vendor an opportunity to strengthen its proposal. Therefore, the Vendor must submit its best offer based on the terms and conditions set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.

B.16.2. Negotiations may be conducted in person, in writing, or by telephone

B.16.3. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All vendors involved in the negotiations process will be invited to submit a best and final offer.

B.16.4. The mandatory requirements of this Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.

C. SERVICE FEES

C.1 Service Fees. FCm will provide the Services for the Service Fee, as set forth in Appendix A annexed hereto and made part of this Agreement. Any change to any item or pricing to the Service Fees set out in the Appendix A will require a minimum sixty (60) days written notice by either party.

C.2 Payment Terms. The Client agrees to pay for the Service Fees in accordance with the payment terms set out in Appendix A. No changes can be made to the payment terms unless such changes are approved in writing by an authorized officer of each party (which in the case of Client is the State Purchasing Director).

C.3 Expenses. All expenses which the Client may incur as a result of entering into this Agreement and performing the Services must be borne solely by the Client. The Client is not authorized to incur costs or expenses on behalf of FCm.

C.4 Implementation Costs. Client agrees it will be liable for any implementation costs set out in Appendix A.

C.5 Review of Service Fee. FCm may review the Service Fees payable under this Agreement at any time if there are any material changes: (i) in any rules, orders, laws or regulations governing the manner in which FCm or other travel

service providers operate: (ii) in the airfare or compensation structure available to FCm, by action of Client, any airline, IATAN or ARC or any successor thereof, or any other applicable governing body; (iii) in any requests for services outside the specifications or requests for excess manual processes and reports. Upon written notice to the Client of the change in the Service Fees, Client and FCm shall promptly renegotiate the Service Fee. Upon mutual agreement by both parties, any such revision to service fees will be incorporated into the contract document as an addendum. If within sixty (60) days of such notice, the parties have not agreed to the renegotiated Service Fee then either party shall have the right to terminate this Agreement pursuant to Section 4.

C.6 Tax. The price quoted, to the extent possible, should be inclusive of any taxes on the services provided. Any tax imposed by federal, state or other governmental authority on the Services provided by FCm to Client pursuant to this Agreement shall be paid by Client to the extent that Client is not exempt from paying such taxes. The parties will cooperate with each other to enable each to determine its respective tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law (as hereinafter defined). Without limiting the generality of the foregoing, each party shall provide to the other any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of equipment and services, and such other similar information as the other party may reasonably request. For the purposes of this Agreement, "Applicable Laws" means all statutes, by-laws, laws, regulations, ordinances, orders, regulatory requirements and guidelines, and requirements of governmental or other public authorities having jurisdiction over this Agreement and the parties hereto, and all amendments thereto, at any time and from time-to-time in force, including all, business licenses, and other documentation and clearances necessary for the performance of the Services.

C.7 New Services

(a) During the Term, Client may request that FCm provide certain consulting, development or enhancement work or services to Client that are reasonably related to the provision of the Services ("New Services").

(b) Any New Services agreed to by FCm pursuant to a request made by Client in accordance with this section shall be as described in a Scope of Work prepared by and mutually agreed to by the Parties. The Scope of Work shall contain, unless the Parties agree otherwise, a description of the Services to be provided, the applicable Fees and Service Levels, responsibilities of the Parties and any other information that might be specified. Upon the completion and execution of the Scope of Work by each Party, the Scope of Work shall be attached hereto and form a part of this Agreement.

(c) Any New Services shall be provided by FCm on a time and materials basis at FCm's then current rates, unless otherwise agreed to by the Parties in a Scope of Work.

(d) Any New Services provided by FCm shall be subject to the terms and conditions of this Agreement.

D. SERVICE LEVEL

D.1 SLA. FCm agrees to provide the Services for the Term in accordance with the service levels set forth in Appendix C annexed hereto and made part of thereof..

D.2 Compliance with Laws. In performing or receiving the Services, the parties must comply with (i) the terms and conditions of this Agreement; (ii) applicable industry standards; and (iii) all Applicable Laws as they relate to the Services.

D.3 FCm Staff. FCm employees who perform the Services will remain under the exclusive direction and control of FCm and will be entitled to receive such compensation and benefits as FCm may from time to time, determine. FCm will have full and sole responsibility for all FCm employees who perform any Services with regard to compliance with all applicable laws, rules and regulations relating to employment, labor, wages, benefits, taxes and other matters affecting FCm employees. Client acknowledges that if a FCm employee enters the premises of the Client to perform the Services, whether temporality or during the Term of this Agreement, then the Client shall comply with all applicable laws, rules, regulations, orders, ordinances or standards as they relate to discrimination, occupational health and safety.

D.4 Non-solicitation. Notwithstanding anything to the contrary herein contained, it is agreed and understood that all personnel employed by FCm servicing the Client's account, are and shall be considered employees of FCm and Client agrees that during the term of this Agreement, as hereinafter defined and for a period of six months after the expiration or early termination of the Agreement (the "Non-Solicitation Period"), Client will not solicit, hire, employ, engage or otherwise attempt to influence an employee or former employee (within six months after employee's period of assignment to Client), with respect to his or her continued employment with FCm without FCm's express written consent. Client also agrees that FCm's employees will not be solicited or hired, either as an employee or an independent contractor, by anyone representing Client to work on Client's travel account during the Non-Solicitation Period, and in the event of any such

solicitation or hiring Client shall pay FCm an amount equal to 25% of the employee's base salary. Client shall be described as Oklahoma Management and Enterprise Services (OMES) for Section D.4

E. CONFIDENTIAL INFORMATION

E.1 Confidential Information means any and all information of either party, which is of a confidential, proprietary or trade secret nature and that is furnished or disclosed to the other party under this Agreement. Confidential Information includes, without limitation, any software proprietary to, or licensed by, the disclosing party (and including, without limitation, all related documentation for the software and the design and elements of the software's database tables) whether or not marked as confidential information, the specific terms of this Agreement, any other information that is marked as "Confidential", "Proprietary", "Trade Secret" or in some other manner to indicate its confidential, proprietary or trade secret nature. Confidential information also includes "personal data" which means any information that can be used to identify, locate or contact an individual, including but not limited to: (a) first and last name; (b) home or other physical address; (c) telephone number; (d) email address or online identifier associated with an individual; (e) social security, taxation file number or similar identifier; or (f) employment, financial or health information.

E.2 Obligations. Each party agrees: (i) to hold the Confidential Information of the other party in confidence by using the same degree of care to safeguard such Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care; (ii) to limit disclosure of the Confidential Information of the other party to its employees having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party except as expressly required to perform its obligations in this Agreement or as FCm may be expressly directed in advance in writing by Client; and (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement. Confidential Information shall remain the property of the disclosing party, and the receiving party will not be deemed by virtue of its access to Confidential Information of the disclosing party to have acquired any right or interest in or to any such Confidential Information.

E.3 Exclusions. This shall not affect either party's right to use or disclose information that; (i) is or may hereafter be in the public domain; (ii) the receiving party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing party; (iii) is disclosed to the receiving party by a third party, without violation of any confidentiality obligation, subsequent to disclosure by the disclosing party; (iv) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (v) is required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing party in order that it may have every opportunity to intercede in such process to contest such disclosure.

E.4 Injunctive Relief. Each party agrees that if a court of competent jurisdiction determines that the other party has breached or attempted or threatened to breach, its confidentiality obligations to the other party, the other party will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches, of such obligations. Such relief or measures shall be in addition to, and not in lieu of, any rights and remedies available to the other party.

E.5 Survival. The confidentiality provisions set forth above shall survive termination and/or expiration of this Agreement, regardless of cause and shall remain in effect notwithstanding the termination and/or expiration of the Agreement for a period of two (2) years from the date of disclosure.

F. INTELLECTUAL PROPERTY

F.1 Intellectual Property. FCm's business operations, pricing practices and vendor relationships, all of which are proprietary to FCm and are owned or licensed by FCm ("FCm Intellectual Property") and shall be and remain the exclusive property of FCm. Client obtains no right in or such FCm Intellectual Property nor does it have a license to use any FCm Intellectual Property. Client cannot make any copies of FCm Intellectual Property unless prior written permission is obtained from FCm and shall not permit any third party to have access to FCm Intellectual Property without the prior written consent of FCm.

F.2 Website and Software. Client acknowledges that its use of FCm's websites, software (whether licensed or owned by FCm) or FCm Intellectual Property is at the Client's own risk and that FCm makes no representations or warranties of any kind whatsoever regarding FCm's websites, software (whether licensed or owned by FCm), FCm's Intellectual Property, whether express or implied, written or oral, including any warranty that FCm's websites or software (whether licensed or owned) will be operational at any particular time, free from outages or errors, compatible with any other

computer, or telecommunications hardware or software, fit for any particular purpose, or any warranty arising out of performance, course of dealing or usage of trade. Client hereby releases FCm from any and all liability of any kind whatsoever arising out of Client's use of or inability to access FCm's website or software (whether licensed or owned by FCm) or FCm's Intellectual Property and hereby agrees to indemnify FCm for any infringement by Client of FCm's website or software (whether licensed or owned by FCm) or FCm's Intellectual Property in accordance with Section G.

F.3 FCm acting as a Reseller. In the event that Client as part of receiving the Services, chooses to use a product not owned but licensed by FCm (for example Concur or GetThere), then Client agrees to be bound by the provisions of Appendix C if Client contracts with FCm for those products. Provided however, should the Client contract directly with the software provider or the owner of the product, then Appendix C is not applicable.

G.1. INDEMNIFICATION .Each party (the "indemnifying Party" will defend, indemnify and hold harmless the other party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to (i) the Indemnifying Party's breach of one of its representations, obligations, warranties or covenants set forth in this Agreement, (ii) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party, (iii) the negligent, willful or reckless act or omission of the Indemnifying Party. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnifying Party (a) giving prompt written notice of any Loss, (b) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable of the Loss, and (c) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld. Neither Client nor FCm waives any defenses. Indemnification of the Supplier is limited to the extent allowed by Oklahoma Law. The parties agree that the provision does not exempt a party from its own fraud, willful injury or violation of law whether negligent or willful.

In the event that Parties to this contract have a dispute in which the enforceability of a contractual limitation liability clause is relevant, then Parties agree that either Party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability and indemnity. Further the Parties shall have the right to appeal any ruling from the District Court to the extent permitted by applicable law.

G.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G.3 Additional Indemnity. Notwithstanding the above, FCm's obligations to procure transportation tickets and accommodations, to make reservations or to provide, make available or otherwise perform any Services will, at all times, be conditioned upon the availability of such tickets, accommodations, reservations and Services, and all tickets, accommodations, reservations and other such Services will be provided subject to any and all tariffs, terms and conditions under which the same are offered or provided. Neither FCm nor any representatives or employees of any subsidiaries of FCm will be liable for, or responsible in any way for any accident, loss, injury or damage to Client or any of Client's employees or guests or those persons traveling with such Client employee or guest nor for any of employee's guest's or person's property in connection with the tickets, accommodations, transportation or other Services arranged for or provided by FCm or their employees or representatives.

G.4 Survival. The indemnity provisions set forth above shall survive termination and/or expiration of this Agreement, regardless of cause and shall remain in effect notwithstanding the termination and/or expiration of the Agreement for a period of two (2) years from the date of termination and/or expiry of this Agreement.

G. ANTI-BRIBERY AND CORRUPTION

H.1 Compliance with Laws. Client hereby represents that it is aware of the sensitive nature of international contracting. Client shall comply, and shall ensure that each of its affiliates and all of their officers, directors, employees, contractors, agents and other representatives complies with all applicable laws, regulations, codes and sanctions,

including but not limited to, anti-bribery and corruption, foreign corrupt practices and anti-terrorism laws and specifically the U.S. Foreign Corrupt Practices Act 1977 (15 U.S.C. §§ 78dd-1 et seq.) and its implementing regulations, the Australian Criminal Code Act 1995 and the UK Bribery Act 2010.

H.2 Policies. Client shall ensure that it has in place and maintains policies and procedures adequate to prevent bribery and corruption, foreign corrupt practices and terrorism and to ensure compliance with the applicable laws, regulations, codes and sanctions referred to in this Section and to uphold the highest standards of business ethics and conduct at all times.

H.3 Bribery and Foreign officials. Client hereby represents, warrants and covenants to FCm that Client has not, and covenants and agrees that it will not, nor will any of its affiliates or any of its or their officers, directors, employees, agents, contractors or other representatives in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving FCm, make, give, promise or offer to make or to give any payment or advantage, or to transfer anything of value, directly or indirectly: (i) to any foreign official (as defined below) or to an intermediary for payment to any foreign official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist FCm in obtaining or retaining business. Client further represents, warrants and covenants to FCm that Client has not, and covenants and agrees that it will not, nor will any of its affiliates or any of its or their officers, directors, employees, agents, contractors or other representatives in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving FCm receive any advantage that could be perceived as payment or receipt of a bribe. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Foreign official" is defined as any employee or officer of a government of a country other than the U.S., including any federal, regional or local department, agency, enterprise owned or controlled by the foreign government, any official of a foreign political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for foreign political office. Failure by Client to comply with the terms of this Section will constitute a material breach of this Agreement.

H. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. Provided however, either party may assign this Agreement to a wholly owned subsidiary or affiliate of the party. It is also acknowledged by the parties that FCm may assign certain obligations and responsibilities pursuant to the Agreement with respect to the expense tool to a third party, namely Concur, and that the parties will, subsequent to entering into this Agreement, enter into an assignment and assumption agreement to document this arrangement.

IN WITNESS WHEREOF FCm and Client have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first written above.

FC USA Inc dba FCm Travel Solutions:

The State of Oklahoma



Name: William McDonough
Title: President, FC USA Inc.

Name: Scott Schlotthauer
Title: State Purchasing Director

APPENDIX A
FINANCIAL TERMS

SERVICE FEES:

	US		
	Local Currency	USD	
	Online Transaction fee (excludes* any provider surcharge)	Offline Transaction fee	Comments
<u>Transaction Fees</u>	no-touch	full service/ Assisted Transaction Fee	
<u>Bundled Fees</u>			
<u>Air (+Hotel+ Car/Rail) Domestic</u>	9.00	25.00	
<u>Air (+Hotel+ Car/Rail) Transborder</u>	9.00	25.00	
<u>Air (+Hotel+ Car/Rail) International</u>	9.00	25.00	
<u>Rail (+Hotel /+Car)</u>	9.00	25.00	
<u>AIR only</u>			
Domestic air	9.00	25.00	
Transborder air	9.00	25.00	
International air	9.00	25.00	
Low cost carriers	9.00	25.00	
<u>Hotel only</u>			
<u>Hotel commissionable rates</u>	7.00	10.00	
<u>Hotel net rates</u>	7.00	10.00	
<u>Non GDS Hotel (if any)</u>	25.00	25.00	
<u>Rail only</u>			
Domestic rail	9.00	25.00	
International rail	9.00	25.00	
Regional / Eurostar (if applicable)	9.00	25.00	
Paper ticket rail (surcharge)	9.00	25.00	
<u>Car rental only</u>			
<u>Car commissionable rates</u>	7.00	10.00	
<u>Car net rates</u>	7.00	10.00	
<u>Other (if any)</u>			
Refund		0.00	
Void		0.00	within void period
Exchange		0.00	above trx fee only
Amending a ticket reservation (Re-issue)		0.00	above trx fee only
Amending a ticket reservation (No Re-issue)		0.00	
Ferry / Sea Services		10.00	
<u>Additional Services</u>			
After Hours Service - information only		20.00	see notes
After Hours Service - amend/cancel a reservation		20.00	see notes
After Hours Service - new reservation		20.00	In addition to the new transaction fee

Ticket delivery		At cost	
Visa management (excl. consular or third party charges) / passport service		0.00	
VIP services (in addition to applicable transaction fee)		Included	
White Glove Concierge Service		100.00	per reservation
International Rate Desk Usage		0.00	included in transaction fee
Ground Transportation (Limo, airport transfers, etc.)		10.00	
Airport Meet and Greet		Priced on scope	
Miles/Frequent Perks		Not Allowed	
Paper Ticket Fee/Surcharge		0.00	

<u>Online Booking Engine (OBE)</u>	in local currency	
Proposed OBE	Concur	
	<u>Fixed Costs</u>	<u>Comments</u>
Online maintenance (local OBE)	0.00	
Online support/help desk (local OBE)	Included	
Implementation fee (local OBE)	1,500.00	one time fee
OBE Training	150.00	Per hour beyond initial 8 hours of free training plus T&E or web conference costs
Profile Update Fees	Priced on scope	varies by tool
Other: Online Air or Rail Reservation Including Optional Web/Direct Content Surcharge	6*	Surcharge

<u>Other costs in local currency/ Ancillary Fees</u>	<u>Fixed Costs</u>	<u>Comments</u>
Local Account Management	0.00	
Meetings & Groups Services	Priced on scope	
Credit Card Merchant Fee (%)	N/A	
Travel Management Reporting (local/regional)	0.00	Access for up to 3 users included. Additional user access available, volume dependent.
Custom MIS Programming, Financial Analysis/Audit, IT Support (non reporting)	150.00 USD	Per hour
Customized ANVIL Tris Risk Management Notification and Portal License	500.00	Standard travel alerts are available for free, but for customization of level/type of alert, a license is required

Airline, Hotel, Ground Transportation Sourcing Services	Priced on scope	Sourcing support which may include baseline contract reviews and negotiations, loading and support of agreements, in addition to input on how to maximize usage and value of contracts is included in our standard account management services at no additional cost. Comprehensive sourcing services, which may include automated RFPs through Hotel Solutions, global contract reviews, and full analytical support will be priced on scope.
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FCM PRICING NOTES:

After Hours Service fees will be charged at \$20 per PNR for the first four months after which time, fees will be assessed per call per PNR, at the agreement of both parties.

FCm's transaction fees will be collected at the time of ticketing, either with an agent or via Concur's online travel technology. FCm's fee (inclusive of Concur's online travel booking technology) will be line itemed under the total trip cost on your travel invoice & itinerary.

Redemption of Mileage Reward Tickets will be restricted pending State Travel Department approval. FCm will utilize all reasonable efforts to ensure this policy is followed

Use of White Glove Concierge service is restricted to certain travelers managed and approved by the State Travel Department. FCm will utilize all reasonable efforts to ensure this policy is followed.

At FCm, our pricing is simple and transparent. The State will pay a per-transaction fee which will cover all the services that clients generally use. Any additional fees are only for optional, ancillary services. Any fees you are charged will either be listed on your pricing agreement or discussed with you in advance (for services that are priced on scope, such as meeting and event services).

The State can expect to pay:

- Transaction fee for consultant-assisted transactions (bundled air + hotel + car; lower fee for hotel-only or car-only)
- Transaction fee for transactions booked online (bundled air + hotel + car; lower fee for hotel-only or car-only)
- Per-call charge for emergency/after hours service
- White glove VIP concierge service (above and beyond regular VIP service, which is included at no additional cost)
- Implementation fee for online booking tool (no yearly maintenance charge thereafter)
- Credit card reconciliation if desired
- Full service airline, hotel, and ground transportation sourcing if desired (priced on scope)
- Meetings and event services above and beyond group travel if desired (priced on scope)
- Ticket/document delivery is charged at cost only

FCm does not charge an additional fee for US account management, online booking tool maintenance, State staff training, exchanges and voids, standard reporting, or standard VIP service.

FCM PAYMENT TERMS

Payment of all transactions relating to the Services shall be by credit cards as advised by the Client to FCm. Service Fees shall be paid credit card as advised by the Client to FCm.

Any Service Fee (such as the Account Management Fee) identified as payable by Invoice shall be paid by Client within 45 days from the date of receipt of the undisputed Invoice.

FCm may in its sole discretion charge Client interest on any unpaid invoices due and payable by Client in accordance with 62 O.S. §34.72, which requires that such interest be at an annualized rate based on an average of the interest rate for thirty-day time deposits of state funds during the last calendar quarter of the last preceding fiscal year, as reported by the State Treasurer.

CONCUR FINANCIALS

Proposed Pricing To Be Finalized Upon Award and/or Assignment

State of Oklahoma – Concur Expense Pricing

Concur Expense Solution: Expense Insights Travel Request Service Admin Elite	Expense Volume	Price Per Report
	20,000	\$8.60
	40,000	\$7.08
	60,000	\$5.74
	92,000	\$4.67
All Agencies + PCARD	164,000	\$3.58
All Agencies + PCARD + University volumes	219,000	\$2.84

There will be an initial look back to occur 15 months from effective date to set price per report based on previous 3 month's average volume. This sets new annual price per report and will occur every 12 months for each new annual term.

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C·ncur™

Implementation Fee

- Set up Fee: \$60,000 - \$75,000 (add'l scoping required)
 - 2-3 Largest Agencies and State Wide Configuration template implemented in Phase 1
 - Additional agencies are setup for simplified Phase 2+ implementation
 - University discussion
- Pre-Production Fee: Typically \$10,750/month
 - Hard costs to Concur for provisioning of the environment and support during implementation

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C·ncur™

APPENDIX B

SCOPE OF WORK

FCm is engaged by Client to provide services for domestic, transborder and international travel, accommodation bookings and other related travel management services which include (without limitation) the following:

Territory Locations

1. Local Servicing – United States

Outline of Scope of Work

1. Provide an exceptional and timely service to client's travelers and travel arrangers.
2. Arrange domestic, transborder and international air travel bookings and seat reservations for client. Use the client's preferred airline program and FCm's global fares for the client's travel requests. Airfares will be booked via the GDS, and non-GDS when requested, and will be billed to the agreed form of payment as indicated in Appendix A – Payment Terms. .
3. Arrange hotel reservations through client's preferred hotel program and FCm hotel program for the client. To guarantee hotel bookings FCm will provide travelers credit card to the hotel at time of booking unless otherwise agreed.
4. Arrange car rental (self-drive) bookings and access to the client preferred car hire program. To guarantee car hire bookings FCm will provide travelers credit card to the car rental provider at time of booking unless otherwise agreed.
5. Arrange domestic, transborder and international rail, ground transfers, ferry services and travel insurance where possible for client.
6. Source and book GDS best airfares, hotel, car and other services as instructed by client personnel
7. Provision of tickets, vouchers and itineraries as booked by FCm.
8. Processing of ticket refunds and credits and the negotiation of waiver or credit of cancellation fees.
9. Confirm details of travel back to the client Staff within agreed response times per Appendix B Scope of Work.
10. Create and maintain up to date traveler profiles on all travelers under this agreement as notified by the client.
11. Inform travelers of visa requirements and processing guidelines for destination countries and where possible, provide information on renewing passports. Liaise with the relevant Embassies to assist in requesting new passports/visas and renewals of such.
12. At client's request, the provision of event solution strategies which may be requested from time to time for fees as agreed by the parties in writing.
13. Access to separate leisure travel services provided by FCm through the Travel Associates brand for all State of Oklahoma employees. FCm will provide Client with a 1% rebate of all leisure expenditure. The 1% rebate is calculated on total leisure services booked for relevant contract period and paid as agreed between parties. The calculation of the 1% rebate excludes credit card and other transaction fees, service fees and sales or other applicable state and federal taxes. No rebate is payable for any leisure travel that is terminated, suspended or cancelled.
14. Operate Afterhours Emergency service. The Agent shall provide an afterhours emergency telephone number for client. This number will be provided on all travel documentation.
15. Coordinate or make bookings for client in a manner compliant with the client's travel policy(s).

Method of Booking

1. The following booking methods will be available to the clients personnel
 - a. Email
 - b. Telephone
 - c. Online Booking Tool (USA)
2. To ensure bookings are made correctly and efficiently the following information will be requested and recorded by FCm at the time of booking

- a. Travelers Name and contact details (as per travel profile)
- b. Dates of travel
- c. Flight number (if known), or required flight time and level of flexibility
- d. Accommodation requirements (including check-in and check-out dates)
- e. Car rental requirements (including pick-up and drop-off dates and locations)
- f. Auxiliary requirements of the booking such as rail, ferry, visa, car transfers, baggage, etc
- g. Valid Credit Card and/or instructions for payment of travel requirements
- h. Agreed travel approval(s) as per client policy

Reservation Process - Airfares

1. To gain the most reasonable fare options FCm will provide itinerary options based on the following standard criteria:
 - a. Departing Travel Time
 - i. Domestic itinerary options will be reviewed 1-2 hours pre/post requested travel time which is subject to local market conditions
 - ii. International travel options will be reviewed 4 hours pre/post requested travel time.
 - b. Itinerary Options (where available)
 - i. Domestic travel requests will be provisioned with up to two itinerary options.
 - ii. International travel requests will be provisioned with up to three itinerary options
 - c. Airfares Options (where available)
 - i. Client preferred airline(s)
 - ii. FCm global fares,
 - iii. National carriers or legacy airline(s)
 - iv. Where requested by client GDS Low Cost Carriers
 - v. Use of consolidators or special discounted airfares
2. Alternative options offered by FCm will be offered and documented at the point of sale.
3. All fare rules and regulations will be advised.
4. If flights requested are full – a waitlist and alternative flight option will be offered. Agent shall keep travelers/travel arrangers updated of the waitlist status.
5. . All third party small business airline program points shall be applied to the State account, not to benefit the traveler per Oklahoma statute. FCm will use its best efforts to help sign The State of Oklahoma up for applicable small business programs and manage the states program. FCm assumes no liability as these are third party programs
6. Pre-assigned seating and special meals will be offered and action taken in line with the Traveler Profile, relevant Frequent Flyer preferences and Airline capability. If seats cannot be pre-assigned – preferences will be notified to airline and traveler advised. In all cases the travelers frequent flyer preferences will override.

Instant Purchase

1. Instant purchase fares and non-GDS based travel arrangements (including hotels, etc) will be booked by FCm provided that:
 - a. a valid credit card is provided by the client; and
 - b. appropriate authorization is available at the time of booking; and
 - c. booking is compliant with client policy.
2. FCm cannot be liable for supplier imposed restrictions on instant purchase airfares and other non-GDS based travel. Restrictions may apply to cancellations, change of dates and change of travel times.
3. Instant purchase travel conditions and travel restrictions imposed by the suppliers will be available at the time of booking and displayed on any travel itinerary issued by the Agent.

Form of Payment

1. Airfares will be booked and ticketed by FCm. Charges for airfares will be billed to the client as agreed in Appendix A.

2. FCm transaction fees will be billed to the client as agreed in Appendix A – Payment Terms.
3. Hotel bookings and Car hire bookings will be paid and settled by the client upon hotel check-out or return of car hire by client.

Rebooking/Changes

1. Changes and re-bookings will be made within the original PNR.
2. Additional costs will be advised at the time of change where applicable.
3. Written confirmation of changes made to the booking will be sent by FCm to the client.

Booking cancellations

1. Client travelers need to cancel bookings directly with the FCm.
2. On receipt of a cancellation request, FCm will provide a cancellation number/s (hotel and car only).
3. FCm transaction fees apply to all cancellations which occur after ticketing.
4. FCm will not accept liability for cancellation charges levied by the suppliers.

Third Party Provider Refunds

1. FCm will process refunds that any third party provider refunds within 72 hours of refund request. Refund processing timeframes fluctuate depending on the supplier and may take up to 12 weeks to process depending on complexity.
2. Once a refund is processed (by the supplier), credit for the refundable amount will appear on the clients agreed form of payment for such supplier.

Traveler Profiles

1. FCm will manage the storage of traveler profile information in a format acceptable to the client.
2. For all client travelers who are undertaking their first booking, FCm will provide instructions on completing a travel profile.
3. Any client traveler who is non-employee, contractor, guest or vendor will require profiling and will be reported as Guest or Contractor in the employee ID field.

Travel Service Feedback

1. FCm will maintain an electronic log of all travel feedback received including service issues, service praise, waivers and favors.
2. FCm will actively respond to all service issues, including FCm service failure and third party Supplier/Provider service failure.
3. The resolution process will be documented by the FCm Operational Leader and reviewed with the client.
4. FCm will conduct an annual FCm customer satisfaction survey and report feedback to client with associated action plans.

National Account Management Services

1. A National Account Manager will be provided within each local service country as required.
2. Provision of local country standard management reports, as mutually agreed each month.
3. Assist in Client negotiations with airlines, hotels, and other travel suppliers to secure the best and most cost effective service available to the Client if required.

Account Management Services

1. One Local Account Manager (LAN) will be provided for the client as detailed in Appendix A.
2. Provision of multinational management reports, as mutually agreed each month.
3. As required in client negotiations with airlines, hotels, and other travel suppliers to secure the best and most cost effective service available to the client.

Business Plan

1. FCm recognizes that the client is evolving the travel program to be a more strategic model. As such, FCm will assist the client and provide strategic input into the following activities as reasonably requested from time to time:

- a. Travel Business Plan – a mutually agreed and deployed corporate travel plan to maximize value and effecting best practice travel behaviors across the various travel streams of Air Travel, Accommodation, Car Hire and Ground Transport;
- b. Service level arrangements and key performance indicators to measure services of agree Client third party corporate travel partners.

VIP Traveler services

The Agent will provide mutually agreed VIP services to an agreed list of Client VIP's, which can change from time to time as agreed. Services include, without limitation, the following:

- a. Corporate travel for the nominated VIP and their accompanying partner and family members.
 - b. Coordinate the provision of extra requirements when travelling (eg., specific hotel floor through to non-standard room inclusions, ground transfers and specific driver requirements, priority of airline waitlist clearance, etc)
 - c. Consult and recommend any 'on the ground' support services such as 'meet & greet', concierge services, entertainment.
 - d. Manage standard and non-standard traveler profile details of the nominated VIP and the family members
 - e. Manage airline frequent flyer and hotel loyalty programs for the VIPs and the family members
 - f. Priority management of ticket redemption and ticket upgrade for the VIPs and the family members
 - g. Leisure travel arrangement – destination research & recommendations, land content arrangement (e.g. booking of theatre tickets, restaurants, event tickets, train & ferry tickets, hotel accommodation, limousine transfer)
2. For the avoidance of doubt, all client VIP bookings are subject to additional booking fees.

24 hour Emergency Traveler Assist Service

1. As part of the services, FCm will provide access to an after-hours emergency traveler assist service to allow client personnel to change or make urgent travel arrangements when such changes and travel arrangements are required outside of the local normal business hours.

Hours Of Operation

1. The Agent in each local country will provide dedicated travel booking services to the client on normal Business Days typically being 8:00 to 17:00 hours. Local regulations and rules apply.
2. On non-business days (weekends, public holidays and religious holidays), FCm will provide a 24 hour support service.

Management Information Reports

1. FCm will deliver all multinational monthly standard reports using FCm ClientBank reporting
 - a. FCm will collect and validate the applicable data and make available for reporting.
 - b. The Agent will report on comparative fares, client reporting hierarchy, and reason codes.
 - c. Monthly, quarterly and annual standard reporting can be delivered to client via email and/or online as agreed.
2. Local territory reports are available from FCm and will be provided per the standard suite of reports offered by that local FCm country.
3. FCm will work to ensure all reporting requirements for the client global/regional/local offices are met.
4. Non-standard and ad hoc reporting requests will be scoped and costed per an hourly basis. The Agent will advise Client of costs upon report request.
 - a. The client will have online any time web based access to FCm ClientBankDaily Data is reservation data will be "real time" with a 24hour time lag for all countries sending bookings to FCm Clientbank. All air itinerary reservation bookings, ticketed bookings and booking exchanges made in the GDS will be made available in FCm Clientbank. In certain circumstances pre-ticketed bookings may have incomplete client reference fields due to pending information from the traveler. Exception reporting for lost savings, gained

savings and reason codes will be completed in the booking once ticketed. Reports available will be activity reports in excel format allowing buying behaviour and supplier monitoring.

- a. Monthly Data is fully reconciled travel booking data for all Air, Hotel, Car Hire and Fee charges. Standard reports can be viewed online, sent by broadcast from 16th calendar day after the close of the prior calendar month

FCm ClientBank Report Summary

Report Name	Report Category	Client	Description
Advance Booking Analysis	Air	All	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	Air	All	Detail of advance bookings by days in advance. Report includes invoice#, invoice date, ticket#, passenger name, book date, depart date, market fare, total fare, savings, itinerary, airline and break data.
Advance Booking Summary	Air	All	Summary of advance bookings by days in advance. Report includes total fare, average ticket, miles, average days and cost per mile.
Air City Pair	Air	All	Detailed air city pair reporting on defined invoice date parameters. Air carriers used for the city pair are available within the drill-down
Air Exception Detail	Air	All	Air exceptions for each passenger with invoice#, invoice date, depart date, book method, origin, destination city, total fare, offered and loss. Report includes all sortable fields except break data.
Air Origin & Destination Detail	Air	All	Detailed data for each passenger with PNR, depart date, market, ticket #, depart city, arrive city, base fare, miles, travel time, airline, class and sequence. Report can be filtered by travel time, mileage and class.
Air Savings Detail	Air	All	Air savings for each passenger with invoice#, invoice date, depart date, destination city, total fare, market fare, savings, savings % and break fields. Report includes all sortable fields except break data.
Air Segment Detail	Air	All	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	All	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 Summary	Air	All	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	Air	All	Detailed data for each passenger with invoice#, invoice date, book date, depart date, return date, itinerary, ticket#, destination, base fare, tax total fare, DK and break field data.
Fees Detail	Air	All	Detail data for each passenger with invoice date, invoice#, PNR, ticket#, book agent and break field data for fees.
Online Adoption Detail - eligible	Air	All	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 Exchange Detail	Air	All	Report includes all key data elements from air transaction detail including ticket, exchanged ticket and penalty.
Refunds and Voids Detail	Air	All	Detailed list of Refunds and Voids for each passenger with invoice#, invoice date, depart date, itinerary, ticket#, destination, base fare, tax total fare, DK and break field data.
Ticket Exchanges	Air	All	Exchanged ticket and new ticket. Add collect included.
TicketExchangesWithItinerary	Air	All	List of exchanges, showing original ticket and new ticket values, with penalties and add/collect amounts. Includes Itinerary string.
Top Air City Pairs	Air	All	Top 5, 10 or 25 air city pair reporting on defined invoice date parameters. Includes avg days advance purchase, share percentage of top N city pairs and of all city pairs.
Unused Tickets	Air	All	A listing of full Unused airline tickets. Tickets may be nonrefundable and full value may not be applicable based on airline fare rules.
Validating Carrier Summary	Air	All	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	Air	All	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.
Air 14 Day AdvBooking Compliance	Analysis	All	Shows compliance by passenger with n-day advance booking recommendation.
Air Segment Benchmark Comparison	Analysis	All	Comparison air segment "Your Company" vs "FCM" by date range. Summary comparison includes rank, market, fare, mileage, cost per mile, average segment cost and segments flown.
Air Spend by Country	Analysis	All	Net air transaction counts and spend by ticketing country by month.
Car Rental Destination Benchmark Comparison	Analysis	All	Comparison car rental summary "Your Company" vs "FCM" by date range. Summary comparison includes rank, destination city, rentals, days, total fare and average day.
Car Rental Destination Comparison	Analysis	All	Compare car rental destinations from a selected date range. Report includes rentals, days, volume and average cost per day.

City Analysis	Analysis	All	Summary of destination city, volume, PNRs, air volume, tickets, avg ticket, CPM, hotel volume, hotel nights, avg night, car volume, rental rays and avg day.
Hotel City Benchmark Comparison	Analysis	All	Comparison by city "Your Company" vs "Garber FCM" by date range. Summary comparison includes rank, city, location, total fare, nights and average night.
Hotel City Period Comparison	Analysis	All	Compare hotel city rates from a selected date range. Report includes transactions, nights, volume and average cost per night.
Hotel Property Benchmark Comparison	Analysis	All	Comparison hotel property "Your Company" vs "FCM" by date range. Summary comparison includes rank, property, location, total fare, nights and average night.
Origin & Destination Period Comparison	Analysis	All	Compare OD's from selected date range. Report includes city pair, segments, base fare, cost per mile, average cost per segment and average days advance purchase.
Ticket Class Analysis	Analysis	All	Ticket predominant class analysis by international/domestic, year, qtr and month.
Car Rental Destination Summary	Car	All	Car rental destinations by date range. Report includes destination, rentals, days, volume and average day.
Car Rental Destinations	Car	All	Car rental destinations by date range. Report includes rental company, destination, rentals, days, volume and average day.
Car Rental Summary	Car	All	Car rental summary by date range. Summary includes rental company, rentals, days, volume and average day.
Car Rentals Top Travelers by N	Car	All	Top car rentals by traveler. Report includes parameter to choose top N of travelers. Summary includes rentals, days, volume and average day.
Car Transaction Detail	Car	All	Detailed car rental for each traveler with invoice#, 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.
CarExceptionDetail	Car	All	Out of policy car rentals
Limo Transaction Detail	Car	All	Detailed data for each passenger with invoice#, invoice date, depart date, destination, description, vendor and break field data.
CO2 Dashboard - Air, Car and Hotel	CO2 Index	All	Dashboard/Executive Summary for the CO2 Emissions. Calculations provided by Greenboard Technology.
CO2 Detail - Air	CO2 Index	All	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.
Flights Flown with Carbon Footprint	CO2 Index	All	Number of flights flown with segments, miles, base fare, avg miles, total miles and CO2 per mile.
AmtrakArrDep	Current Travel	All	Arrivals and Departures for Amtrak only
Arrivals and Departures Location	Current Travel	All	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	Current Travel	All	Booked trips that have not been ticketed. Report includes PNR, book method, book date, update date, expire date and travel date.
Find-a-Flight	Current Travel	All	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	Current Travel	All	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.
Hotel Bookings	Current Travel	All	To be run for current and future bookings. Includes Traveler, Property, City, State, Country, Phone, Checkin Date, Checkout Date, and Break Fields.
Passengers Per Flight w Breaks	Current Travel	All	Used to track the number of passengers per flight. Report includes # of passengers, depart date, airline, flight #, depart city, arrive city, passenger name, ticket #, book date and booked by. Break data included
Trips in Progress Hotel	Current Travel	All	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.
CP_ExecutiveSummary	Dashboards	All	Used for Client Portal
Executive Dashboard YOY	Dashboards	All	Year-Over-Year Charts: Total Spend, Air Volume, Car Volume, Hotel Volume, Adoption, Tickets, Rental Days, Hotel Nights, CPM, Avg Ticket, Car Avg, Hotel Avg, Penalties, Refunds.....<--Report must be run for more than 1 month-->
Executive Summary	Dashboards	All	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 hotel rentals.
Executive Summary w Adoption	Dashboards	All	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 w YOY Charts	Dashboards	All	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-->
ExecutiveSummary_all	Dashboards	All	
Hotel Brands	Hotel	All	Hotel brand and hotel chains by volume. Summary includes rank, chain, nights, stays, total volume, average night and % of total.
Hotel Chains	Hotel	All	Top hotel chains by volume. Report includes parameter to choose top N of properties. Summary includes rank, chain, nights, stays, total volume and average night.
Hotel Exception Detail	Hotel	All	List of hotel exceptions.

Hotel Locations	Hotel	All	Hotel locations by City, State and Country. Report includes stays, % of stays, nights, avg night and total volume.
Hotel Preferred Not Used - Beta	Hotel	All	Hotel detail where preferred properties are not being used.
Hotel Property Preferred	Hotel	All	Report used to delineate preferred and non-preferred hotels. Report includes parameter to choose top N of properties. Summary includes rank, property, location, total fare, nights and average night.
Hotel Property Summary	Hotel	All	Top properties summary by date range. Report includes parameter to choose top N of properties. Summary includes rank, property, location, total fare, nights and average night.
Hotel Property Totals City State Country	Hotel	All	Top properties summary by date range. Report includes parameter to choose top N of properties. Summary includes rank, property, city, state, zip, country, chain, total fare, nights and average night.
Hotel Top Travelers by N	Hotel	All	Top hotel traveler summary by date range. Report includes parameter to choose top N of travelers. Summary includes reservations, nights, volume and average night.
Hotel Transaction Detail	Hotel	All	Detailed data for each traveler with invoice#, 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.
No Hotel Booked	Hotel	All	Report displays trips with no hotel booked. Report includes reason, sequence, invoice #, break data, dates, passenger name and pnr locator
Rail Transaction Detail	Other	All	Detail list of Rail bookings, including invoice dates, travel dates, itinerary, booked fare and all break field data.
Lite_Monthly_Reports_Division	Packages	All	CorpLite client reports with both Division & Country options.
Lite_MonthlyReports_Country	Packages	All	CorpLite client reports with Country option.
Air Car Hotel Transaction Detail	Traveler	All	Detailed data for each passenger with invoice #, invoice date, depart date, return date, ticket #, depart, destination, vendor, total fare, division and break field data. Includes Air, Car and Hotel Data.
Air Car Hotel Transaction Detail - Passenger Lookup	Traveler	All	Includes parameter to look up an individual traveler. Detailed data for passenger with invoice #, invoice date, depart date, return date, ticket #, depart, destination, vendor, total fare, division and break field data. Includes Air, Car and Hotel Data.
Destination Analysis	Traveler	All	Summary destination for each traveler. Report includes name, country, destination, trip count, travel days, days per trip and total fare.
Destination Analysis By Country	Traveler	All	Summary destination by country. Report includes country, destination, trip count, travel days, days per trip and total fare.

Non-Air Fees Detail	Traveler	All	Used to find non-ARC fees. Includes all non-air data with detailed data for each passenger with invoice#, invoice date, book date, ticket#, tax, total fare, DK and break field data.
Online Adoption Air-NonAir	Traveler	All	Online adoption summary by date range. Summary includes book agent, transactions and % of transactions. Report can be filtered by DK, DB and International. - For air and non-air transactions.
Online Adoption Air-NonAir Detail	Traveler	All	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, DB and International. - For air and non-air transactions.
Online Adoption by Month	Traveler	All	Online adoption summary by date range. Summary includes book agent, transactions and % of transactions. Report can be filtered by DK, DB and International.
Online Booking Analysis	Traveler	All	Analysis of online adoption by month with CPM and average ticket price. Analysis is for air transactions only. Additional Parameters include option for simple round trips and to include touched bookings.
Segment by Month-Year	Traveler	All	Parameter based summary of air, car or hotel by month. Summary includes volume, tickets, nights, days and averages.
Segment Ranker	Traveler	All	Parameter based summary of air, car or hotel year over year. Summary includes volume, tickets, nights, days and averages.
Top Travelers by N	Traveler	All	Top traveler summary by date range. Report includes parameter to choose top N of travelers. Summary includes trip count, total fare, miles, and CPM.
TotalSpend	Traveler	All	Summary of travel type by international and domestic. Report can be grouped by break field data.
Transactions by Agent	Traveler	All	Summary of agent by travel type, year, quarter and month. Each period is collapsible and delineated by Agent.
Travel Summary by Month	Traveler	All	Detailed breakdown of overall travel spend by month. Includes Air, Car, Hotel, Exchanges and Fees.
Travel Summary by Qtr, Month, and Day	Traveler	All	Summary of travel type by quarter and month. Each period is collapsible and delineated by vendor type
Traveler Invoice Information	Traveler	All	Traveler detailed information on Hotel, Air and Car bookings invoiced.
Traveler Invoice Information Alternate	Traveler	All	Traveler grouping removed
Traveler Subtotals by Travel Type	Traveler	All	Traveler name and subtotals of dollar volume spend for air spend, car bookings, hotel bookings and rail bookings.
VIP Travel Summary	Traveler	All	VIP traveler summary with drill down to invoice#, invoice date, depart date, return date, total fare, ticket#, vendor code, itinerary, destination, DK and break field data.

Online Booking Tool (As in applicable markets)

1. FCm will provide a third party Online Booking Tool ("OBT"), which provides, password protected access and travel Booker functionality for those who book on behalf of a group of travelers.
2. FCm will offer basic user training and help desk support on the use of the OBT. The delivery of training shall be in the form of face to face training sessions, web training or self-paced online tutorials where appropriate.
3. Client preferred airline contracts, preferred hotel programs and preferred car hire contracts received which are accurate and in an agreed standard format will take up to four business days to load into the nominated OBT tools for the nominated territories indicated in Schedule A.
4. Client change in travel policy and reconfiguration of system will take up to five business days to load into the nominated OBT for the nominated territories indicated in Schedule A.

Travel Portal

1. FCm will develop and maintain a travel portal website ("Travel Portal") for the client. The Travel Portal will outline the relevant services and details for travel services such as client global preferred hotels, preferred airlines and car rental services (where practical); provide key contact information, policies and detail the key steps in the travel booking process. The format and information housed in the Travel Portal will be mutually agreed between the client and FCm and can be updated annually as required.
2. Any substantial changes to the Travel Portal such as new navigational tabs, entire new layout and re-formatting would need to be reviewed and agreed by both parties. Changes requiring FCm systems engineers (i.e. changes in addition to text input) will be scoped and priced accordingly.

Travel Monitoring (As Applicable)

1. FCm will provide passenger monitoring services through the use of FCm Secure.
2. Client will have online web access to FCm Secure to monitor travelers whilst travelling as per the new bookings and booking changes as made through FCm.
3. FCm will provide a travel alert subscription for key client contacts.
4. Where a 'critical incident' occurs a travel alert is escalated to a crisis communication whereby each FCm country crisis team receive notification of a critical incident. FCm local country operational teams will review passenger locations, contact individual travelers and provide re-accommodation support as required by the traveler.
5. The nominated FCm client key contacts will be provided passengers list within 6 hours of a critical incident depending on time zones and business days of the Multinational Account Manager.
6. A 'critical incident' is considered any event at a specific location that has had or has the future potential for severe bodily injury, loss of life or mass travel delays.
7. During a critical incident FCm local country operational teams and account managers will maintain regular communication with clients and ensure all travelers are accounted for until incident is no longer critical.

APPENDIX C
FCM SERVICE LEVELS

SERVICE	LEVEL	METHOD OF MEASUREMENT
Client Service Locations	<ul style="list-style-type: none"> • USA. 	<ul style="list-style-type: none"> • N/A
Hours of Operation	<ul style="list-style-type: none"> • Normal Office Hours as determined by country and in addition After Hours Service 	<ul style="list-style-type: none"> • N/A
After Hours Service	<ul style="list-style-type: none"> • 24 / 7 / 365 Service available nationally • 80% of the calls answered in 30 seconds 	<ul style="list-style-type: none"> • ACD Reporting
Telephone Response – Traditional Support	<ul style="list-style-type: none"> • 80/20. 80% of calls answered in 20 seconds or less 	<ul style="list-style-type: none"> • ACD Reporting.
Telephone Response – Online Support	<ul style="list-style-type: none"> • 75/25. 75% of calls answered in 25 seconds or less 	<ul style="list-style-type: none"> • ACD Reporting
Email Response	<ul style="list-style-type: none"> • 80% within 1 hour, 100% within 2 hours 	<ul style="list-style-type: none"> • FCm Client Survey
Voicemail Response Time	<ul style="list-style-type: none"> • 100% within 1 hour during normal operating hours. 	<ul style="list-style-type: none"> • ACD Reporting
Telephone Abandon Rate / Blocked Calls	<ul style="list-style-type: none"> • Less than 2 % 	<ul style="list-style-type: none"> • ACD Reporting.
Customer Service Issues	<ul style="list-style-type: none"> • FCm will acknowledge receipt of inquiry within 8 hours. Full issue resolution of FCm related inquiries within 5 days. For supplier related inquiries, consistent communication will occur until issue is resolved. 	<ul style="list-style-type: none"> • Response from received inquiries.
Lowest Logical Fare	<ul style="list-style-type: none"> • FCm guarantees Client's tickets will be issued at the lowest fare available in our Global Distribution Systems, in accordance with their full content solutions as well as Client's travel policy at the time of ticketing. 	<ul style="list-style-type: none"> • Mid-office fare checks and quality control routines at time of booking and up until departure. • Exception reporting
Rebooking/Changes	<ul style="list-style-type: none"> • Changes and re-bookings will be made and rebooking fees may apply at the original rate (in addition to the fee already paid). • Additional costs will be advised at the time of change where applicable. • Written confirmation will be sent to the travel coordinator/traveler for review. 	<ul style="list-style-type: none"> • FCm Client Surveys
Cancellation	<ul style="list-style-type: none"> • We will reconfirm to the travel coordinator of any cancellation charge applicable prior to cancellation. • All suppliers will be advised of the cancellation and cancellation reference numbers will be requested and recorded in the booking. • If requested, We will provide written confirmation of cancellation. 	<ul style="list-style-type: none"> • FCm Client Survey

SERVICE	SLA FOR MANAGEMENT / STAFF	METHOD OF MEASUREMENT
Customer Satisfaction	<ul style="list-style-type: none"> We will offer You the opportunity to participate in satisfaction surveys on an annual basis. In addition there will be an optional post-implementation survey which can be conducted 1-3months after each country "Go Live" date. Upon Survey of Your travelers there must be a minimum 90% satisfied. The survey form should be submitted to You for approval before sending to Your travelers. Your stakeholders will be the internal sponsor for all surveys distributed by Us. 	<ul style="list-style-type: none"> Post Implementation survey results Monthly Random Spot and Annual Traveler surveys measure for general satisfaction, responsiveness of consultants to special request, expertise of consultants, accuracy of tickets, on-time ticket delivery.
Preparation/ Delivery	<ul style="list-style-type: none"> Travel documents will be delivered via email if appropriate. 	<ul style="list-style-type: none"> FCm Client Surveys
System Available	<ul style="list-style-type: none"> 99.9% uptime or better for FCm Systems. Any third party systems used by Client will be subject to such third party's service levels. 	<ul style="list-style-type: none"> IT Systems Report
System Maintenance	<ul style="list-style-type: none"> Maintenance window notification of 72 hours prior to occurrence for FCm Systems. Maintenance to occur between midnight and 5am Mon - Fri and 9 pm - 12 noon on Saturday and Sunday (all times EST.) Maintenance of more than 2 hours will occur on weekends. Any maintenance to third party systems used by Client will be subject to such third party's maintenance notifications. 	<ul style="list-style-type: none"> IT Systems Report
Account Management	<ul style="list-style-type: none"> We will assign a designated Account Executive for the USA <p>Meetings:</p> <ul style="list-style-type: none"> Account Executive to present regular quarterly reviews in the form of face-to-face presentation and management summary reports. <p>Custom Reporting:</p> <ul style="list-style-type: none"> Non-standard and custom reporting requests will be charged on an hourly basis. FCm will advise you of costs upon report request. 	<ul style="list-style-type: none"> FCm Client Survey.

APPENDIX D
FCM AS A RESELLER OF CONCUR

- (a) **Concur Service** means, collectively, (i) the Concur Technologies Inc (“**Concur**”) business service presently known as Concur Travel, which is a Web-based travel management service that is hosted and managed by Concur, as such service may be reasonably modified by Concur from time to time, (ii) the Concur business service known as Meeting Management, which is a Web-based meeting management service that is hosted and managed by Concur, as such service may be reasonably modified by Concur and FCM from time to time and which is subject to a separate agreement between FCM and Concur (the “**Reseller Agreement**”).
- (b) **Resale Rights.** Client acknowledges that subject to the terms of the Reseller Agreement, Concur grants to FCM a non-exclusive, non-transferable, worldwide right to do the following during the term of the Reseller Agreement: (i) market and solicit sales of the Concur Service directly to Client as a bundled offering with FCM products or services, pursuant to the terms of this Agreement; and (ii) grant to Client the non-exclusive, non-transferable right to have its employees and agents access and use the Concur Service solely for Client’s internal business use during the term of this Agreement.
- (c) **Ownership.** Client acknowledges that Concur and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, “**Concur Property**”): (i) the Concur Service (including all site set up and configuration), the Concur Confidential Information, the Concur trademarks, and all software, hardware, technology, documentation, and information provided by Concur in connection with the Concur Service; (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by Concur during its performance under the Reseller Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above.
- (d) **Restrictions.** Client shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any Concur Property or any rights under this Agreement, including without limitation any access or use of any Concur Property on a service bureau basis or for any processing services beyond the scope specified in this Agreement; (ii) knowingly introduce any infringing, obscene, libellous, or otherwise unlawful data or material into the Concur Service; (iii) copy, modify, or prepare derivative works based on Concur Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Concur Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Concur Property.
- (e) **Client Data.** Client provides authorization to FCM and Concur for Concur to access and use the Client Data that Concur reasonably deems necessary for it to exercise its rights and perform its obligations under this Agreement. The parties agree that the Client owns and retains all right, title, and interest in and to the Client Data and all Intellectual Property Rights therein.
- (F) **Limitation of Warranty.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY FCM HEREUNDER. FCM SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CONCUR SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. FCM DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT WILL NOT HOLD FCM LIABLE FOR ANY INTERRUPTION TO THE CONCUR SERVICES.
- (G) **INDEMNIFICATION.** WITHOUT LIMITING ANY OTHER RIGHTS PURSUANT TO THIS AGREEMENT, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS FCM AND ITS EMPLOYEES,

AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY, AND EXPENSE ARISING FROM ANY CLAIM BROUGHT AGAINST ANY SUCH INDEMNIFIED PARTY BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION CONCUR, ARISING FROM OR IN CONNECTION WITH CLIENT'S BREACH OF THIS PROVISIONS.

- (h) **Termination.** Client acknowledges that should the Reseller Agreement terminate for any reason the Concur Service will be available for a period of 60 days to allow the State to confirm data feed information.. FCm agrees to use reasonable endeavours during the term of this Agreement to provide a replacement service of a similar standard and cost as the Concur Service and should same not be available then Client may terminate this Agreement pursuant to Sections A.23 and A.24.

APPENDIX D

State of Oklahoma – Combined Risk Assessment

WEATHER & INDUSTRY DISRUPTION

Risk Description #1	If the travel management company experiences service disruption due to outside factors (weather related incidents, etc.)
Risk Impact / Why is this a Risk?	Due to the variable nature of the travel industry, an unplanned peak or disruption in service (for example, weather, terror alert, etc.) could impact the State's ability to secure travel management services.
Solution	<p>We have a fully documented Disaster Recovery Plan for business continuation, and we will develop specific contingency plans for business continuation prior to implementation. Our plan covers every element of our business process, from disruption at a local/office level to a larger regional level. The plan highlights specific actions to be taken depending on the type of failure (technical, operational, or natural environment related). Our telecommunications systems have built-in redundancies in both components and power should they fail at a local business travel office. In the event of a failure, services are routed to an alternate location. Our GDS, data files, and servers are all backed up on a frequent, consistent schedule, ensuring that data and reservations are preserved in case of disaster.</p> <p>Our comprehensive network of both national and international business travel centers enables us to effect an accelerated and seamless service, switching quickly to the nearest geographical center if one or more business centers are disabled. If one center becomes inoperable or unavailable, we use automated telecommunications routing services to re-route reservation requests to alternate pre-designated locations. In addition to 24/7 emergency service support, we provide cover teams consisting of experienced staff, whose purpose is to facilitate service delivery during peak periods.</p>
Documented performance	Some elements of our disaster recovery plans are deployed almost daily as day-to-day physical or technical issues arise that challenge our ability to service customers. Should no incidents happen to occur, our Business Continuity and Disaster Recovery plan mandates testing exercises every six months.
Risk Description #2	Weather Problems
Risk Impact / Why is this a Risk?	Weather issues can delay travelers and prevent timely arrivals and departures.

Solution	To support travelers affected by weather issues and travel delays, we offer 24/7 emergency assistance support from our wholly owned Emergency Travel Center (ETC) in Boston, MA. Travelers will have access to the ETC via a toll-free number. Also, as part of our risk management program, your account manager and travel consultants receive travel alerts informing them of incidents that may cause airport closing and wide-spread cancellations. Your team will be proactive and assist with rebooking travel.
Documented performance	Our SLA for the State will detail service response times for business hours and after-hours, ensuring we provide timely service to your travelers. We also conduct traveler satisfaction surveys that covers a range of topics, including service response times.
Risk Description #3	Travelers could be delayed or stranded due to unforeseen events impacting their travel arrangements.
Risk Impact / Why is this a Risk?	Unexpected changes to one's flight schedule can result in missed flights or connections. This can result in additional cost and loss of employee productivity.
Solution	Same as Risk Description #2 - 24/7 Emergency support
Documented performance	Same as Risk Description #2 - 24/7 Emergency support
Risk Description #4	Flight Schedule Change
Risk Impact / Why is this a Risk?	Could affect the travelers meeting
Solution	Your service team will be proactive in communicating schedule changes to reservations booked offline. In the case of carrier-wide schedule reorganization or a major schedule change, the airlines generally queue ticketed reservations back to the travel consultant team. In this instance, we make every effort to communicate the cancellation or time change to the traveler. If an airline reservation is cancelled or changed, we will modify the car reservation to coincide with the changes. For both offline and online bookings, travelers can receive electronic notification of any flight delays, cancellations, or disruptions on flights via the FCm Mobile app.
Documented performance	Our SLA for the State will detail service response times for business hours and after-hours, ensuring we provide timely service to your travelers. We also conduct traveler satisfaction surveys that covers a range of topics, including service response times.
Risk Description #5	Weather affecting the travelers flight
Risk Impact / Why is this a Risk?	Can cause the traveler to miss their meeting
Solution	Same as Risk Description #2 - 24/7 Emergency support
Documented performance	Same as Risk Description #2 - 24/7 Emergency support
Risk Description #6	Severe Weather
Risk Impact / Why is this a Risk?	Oklahoma can experience severe weather at any time during the year. This can cause airline shut down and delays, stranding travelers both leaving and returning to Oklahoma City.

Solution	Same as Risk Description #2 - 24/7 Emergency support
Documented performance	Same as Risk Description #2 - 24/7 Emergency support
Risk Description #7	Airline strikes or public transportation strikes or bankruptcy.
Risk Impact / Why is this a Risk?	When an airline or any mode of public transportation goes on strike, travelers can be left standing with no means to get home. Travelers could miss their meeting or vacation completely. If they had not bought travel protection insurance prior to the strike or bankruptcy, they would lose their entire travel or vacation investment.
Solution	In addition to 24/7 emergency assistance, we also work with third party travel insurance provider, Access America. We would be happy to consult with the State on your travel policy and make recommendations on where travel insurance may be required (international travel, tickets over a certain cost, etc.)
Documented performance	We can track and report on each bookings with travel insurance versus bookings without travel insurance.
Risk Description #8	Terrorist Attack
Risk Impact / Why is this a Risk?	Oklahoma City in particular is located in the heart of two vulnerable sites. Tinker Air Force Base and FAA.
Solution	Same as Risk Description #1 - Disaster Recovery Plan and Risk Description #9 - Travel alerts
Documented performance	Same as Risk Description #1 - Disaster Recovery Plan and Risk Description #9 - Travel alerts
Risk Description #9	Environmental Emergencies
Risk Impact / Why is this a Risk?	Tornado, Hurricane, Flood, Snow Storm, Drought, Earthquake, Electrical Storms, Fire, Freezing Conditions, Contamination, Environmental Hazards and Epidemics
Solution	<p>The advantage of managed travel is that your travel management company will know where your travelers are at all times. We work with iJET, a risk management service, to provide itinerary-specific advisories which are sent automatically to the traveler in the event of an emergency. Our travel managers will also run reports when travel alerts are received to identify any travelers that may be at risk. Our new risk management tool also offers at no additional charge the following core components:</p> <ol style="list-style-type: none"> 1. A global crisis communications process (one of the most sophisticated processes in the industry, using CRM technology for continuous process improvement) 2. Subscriptions for intelligence-based safety and security alerts from a top tier risk management supplier, for travel and security managers. 3. Itinerary based traveler tracking 4. Mobile GPS based traveler tracking (opt in)
Documented performance	We run incident reports on a daily basis for our clients. In recent crisis situations (Boston bombings, Hurricane Sandy, Tsunami in Japan) we proactively supported clients (extended hours, increased staffing) and located travelers who book with our consultants or OBT. During the Icelandic ash cloud incident, we added staff to support the 300% increase in calls, extended branch operational hours to 16-20 hours per day, and relocated phone lines.
Risk Description #10	Organized or Deliberate Disruption

Risk Impact / Why is this a Risk?	Act of Terrorism Act of Sabotage, Act of War, Theft, Arson, Loss of Utilities and Services
Solution	Same as Risk Description #1 - Disaster Recovery Plan for los of utilities and service and Risk Description #9 for travel alerts
Documented performance	Same as Risk Description #1 - Disaster Recovery Plan for los of utilities and service and Risk Description #9 for travel alerts
Risk Description #11	Flight is cancelled.
Risk Impact / Why is this a Risk?	Risk is that passenger will not get to final destination in a timely manner.
Solution	Same as Risk Description #4 - Flight schedule changes
Documented performance	Same as Risk Description #4 - Flight schedule changes
Risk Description #12	Flight is delayed which results in misconnection.
Risk Impact / Why is this a Risk?	Risk is that passenger will not get to final destination in a timely manner. Or passenger is forced to overnight at additional expense.
Solution	Same as Risk Description #2 - 24/7 Emergency service support
Documented performance	Same as Risk Description #2 - 24/7 Emergency service support
Risk Description #13	Passenger travel could be interrupted by weather, natural disaster, or acts of terrorism.
Risk Impact / Why is this a Risk?	Scheduled air service to one or more cities may be cancelled due to blizzard, hurricane, volcanic eruptions, terrorist acts or threats, etc. Travelers affected by cancellations may need assistance in arranging alternative transportation, hotel accommodations, or both.
Solution	Same as Risk Description #2 - 24/7 Emergency service support and Description #9 for travel alerts
Documented performance	Same as Risk Description #2 - 24/7 Emergency service support and Description #9 for travel alerts
Risk Description #14	Our business operations could be impacted by a localized weather event that results in hazardous travel conditions and/or a prolonged power outage.
Risk Impact / Why is this a Risk?	Our ability to assist travelers, and those wishing to make future travel arrangements, might be negatively affected.
Solution	Same as Risk Description #1 - Disaster Recovery Plan
Documented performance	Same as Risk Description #1 - Disaster Recovery Plan
Risk Description #15	Risks associated with a travel vendor's (i.e. airline, hotelier, or car rental company) ability to perform scheduled services
Risk Impact / Why is this a Risk?	Unforeseen circumstances/risks may cause a deviation to our planned baseline expectations. Examples could include flight delays and cancellations due to weather or other unexpected events that disrupt the travel supply chain.
Solution	Same as Risk Description #4 - Flight schedule changes

Documented performance	Same as Risk Description #4 - Flight schedule changes
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CHANGE MANAGEMENT

Risk Description #16	Change management and challenges caused with consolidating travel through one travel management company.
Risk Impact / Why is this a Risk?	Implementing the State of Oklahoma contract to a single source can cause problems with travelers.
Solution	Our clear implementation process and change management process will ensure that we design a travel program in partnership with the State that seeks employee and traveler buy-in. We will create a clear communications plan to support the State and your employees during this transition. Traveler education and training is an important process of the transition to a new travel management company. We can offer roadshows, in person and online training sessions to help with change management. Travel communications educating employees and travelers of changes to the travel policy and travel program can be disseminated through email, posted via intranet, or we can set up a customized travel portal for the State.
Documented performance	We conduct surveys at the end of the implementation process and throughout the first year to gauge traveler and client satisfaction.
Risk Description #17	Fully consolidating with one travel management provider.
Risk Impact / Why is this a Risk?	With multiple vendors, it is extremely difficult to effectively manage a travel program holistically. Further, with multiple travel management providers, it may be difficult, if not impossible, to locate and assist travelers in the event of a crisis.
Solution	Same as Risk Description #17 - Change management
Documented performance	Same as Risk Description #17 - Change management
Risk Description #18	Consolidation takes time and commitment.
Risk Impact / Why is this a Risk?	Not allowing adequate time to fully implement a consolidated, mandated travel program.
Solution	Same as Risk Description #17 - Change management
Documented performance	Same as Risk Description #17 - Change management
Risk Description #19	A multi-award travel program will not provide the costs savings the state desires for the Oklahoma Travel Initiative. Select a sole-source travel provider to achieve your goals.
Risk Impact / Why is this a Risk?	Without a sole-source solution, the state risks the ability to realize 5-20% savings of its overall program expenditures.
Solution	We have the ability to support all of the State's travel requirements
Documented performance	Our reporting tool and regular account reviews will demonstrate savings.

Risk Description #20

A successful State travel program requires three elements: (1) an executive branch willing to support a required program; (2) convenient access to your travel program via an online tool and dedicated agent group; (3) the State Travel Office champions a behavioral shift with travelers via positive benefits messaging. Ensure all these elements are in place.

Risk Impact / Why is this a Risk?

From our experience, implementing a travel program without the above required elements results in failure 100% of the time. The risk is failure to achieve costs savings goals and work process improvements.

Solution

Same as Risk Description #17 - Change management

Documented performance

Same as Risk Description #17 - Change management and Risk Description #21 - Implementation

Implementation**Risk Description #21**

If the State does not meet the timeline for data hand-off, or provide data in the correct format during the implementation phase.

Risk Impact / Why is this a Risk?

If there is an unplanned delay during the implementation process there is potential for the State to experience a gap in service.

Solution

Our implementation manager follows a structured process and ensures that all stakeholders are invested in the process and aware of risks during weekly calls. We will allow sufficient time to accommodate testing prior to going live. The implementation manager monitors the project beyond the go live date until all issues have been sorted, usually a minimum of 30 days.

Documented performance

We follow a structured process when implementing a new account, and approximately 95% of our implementations follow their planned timeline. We successfully complete approximately 2-3 implementations on a monthly basis.

Risk Description #22

Recommended technology requires more time than anticipated for implementation. The different components proposed will each be handled separately and take anywhere from 48 hours to a week to put in place items like the call center operation and the quality control software to possibly 90 to 120 days for the implementation of the Travel Settlement Services.

Risk Impact / Why is this a Risk?

We would consider this a risk because the sooner each piece of new technology is in place the sooner the benefits can be demonstrated, therefore, cooperation and timely decision making on the part of all State agencies needing to sign off on new contracts will be paramount in the success of this plan working to its full potential.

Solution

Same as Risk Description #21 - Implementation

Documented performance

Same as Risk Description #21 - Implementation

Risk Description #23

Paying for car rentals with the State's purchasing card. This can be done now by setting up an account with the rental company. The State had an agreement with Enterprise (and maybe others) in the past but don't know if those agreements are current.

Risk Impact / Why is this a Risk?

Because until we are able to assess the current state of these agreements it is difficult to know how to set up systems to deal with car rental payments.

Solution

During the implementation period we will meet with you to discuss all existing vendor contracts that will be loaded into our systems for consultant access and application to all online bookings. Your account manager will cover vendor contracts as part of your quarterly reviews.

Documented performance	Reporting will show all bookings made using the State's agreements.
Risk Description #24	In order for us to provide our clients proper corporate credit card and/or purchase card reconciliation processing, we require a third party authorization from the card provider in order to receive the card transaction file. The setup time for this process varies greatly depending on the provider utilized. This process can take between 1 & 3 months to finalize.
Risk Impact / Why is this a Risk?	Should this authorization be completed late in the process, it can cause a significant project delays.
Solution	Same as Risk Description #21 - Implementation
Documented performance	Same as Risk Description #21 - Implementation
Risk Description #25	Frequently the clients we serve are moving from a manual Travel and Expense management process to a fully automated process. Our organization not only acts as a provider of software solutions during the implementation process but also advise clients on how to best migrate from a manual solution to an automated system. This may entail making modifications to existing workflow methodologies or refinements to internal processes. This consultation is provided during the initial scope gathering phase of the project and is done to prevent additional costs at a later date.
Risk Impact / Why is this a Risk?	The risk here is that organizations that migrate from a manual process often will want to mimic the existing process and resist the need to change in order to adhere to best practices. This leads to a scenario where once the project has been taken from test to production organizations realize that the proper flow could be optimized and request a change to the system at an additional fee affecting the overall cost of the end product.
Solution	We will work in tandem with your third party expense partner to implement expense and travel solutions at the same time. To avoid additional development fees our implementation team will meet with you throughout the implementation to discuss your required work flows. Further, the majority of our technology systems can easily be customized at no additional cost to our clients. Your selected expense provider is responsible for all costs associated with initiating the expense management module. Overall, we believe the expense implementation will run last 6 or 8 weeks, and that it can be run in tandem with travel implementation. Your selected expense tool (Concur Expense) will assign an Expense project manager, and they will assign a project manager for the travel piece. All of these stakeholders will participate in FCM's weekly implementation phone calls and email chains.
Documented performance	Please refer to our proposed pricing for costs associated to online and technology implementation.
Risk Description #26	Client takes significantly longer than required to test the test environment causing the project to overrun.
Risk Impact / Why is this a Risk?	The amount of time generally required by clients to successfully test and approve the system is 4-6 weeks after admin training. If the client fails to have the team prepared and in place when the test environment is provided the process can push out the finalized deadline.
Solution	Same as Risk Description #21 - Implementation
Documented performance	Same as Risk Description #21 - Implementation

Risk Description #27	Initially our organization requests that certain key data be provided for the implementation to proceed. This information is critical for the initial setup and needs to be provided according to the agreed upon schedule.
Risk Impact / Why is this a Risk?	This information is critical for the initial setup and if not provided on time and in a satisfactory format will delay the start of the project.
Solution	Same as Risk Description #21 - Implementation
Documented performance	Same as Risk Description #21 - Implementation
Risk Description #28	There is a risk that the client implementation team will not provide the level of clarity required to define the proper scope of work. They may also take longer than scheduled to approve the defined scope document.
Risk Impact / Why is this a Risk?	As with the data requirement documents the implementation process cannot be started until the client has signed off on the scope of work that will be developed by our organizations project team. Our team will spend two days with all critical stakeholders defining the exact needs of the implementation. This document will then be used to define the schedule and critical key milestones. As this is conducted as a pre-award phase the risk to the state is significantly reduced and assumed by our organization.
Solution	Same as Risk Description #21 - Implementation
Documented performance	Same as Risk Description #21 - Implementation
Risk Description #29	Implementing a single-source travel provider and expense solution simultaneously is not cost effective and is too aggressive of a goal to achieve at one time. Chose a travel provider first, and then tackle the expense solution.
Risk Impact / Why is this a Risk?	An "end-to-end" solution rarely satisfies the State's true objective and moving too fast may jeopardize choosing the right tool the first time. A product that claims it provides an end-to-end solution comes with a much higher cost, less likely user buy-in, and much higher financial risk.
Solution	Same as Risk Description #21 - Implementation and Risk Description #25 Expense Integration.
Documented performance	Same as Risk Description #21 - Implementation and Risk Description #25 -Expense Integration
Risk Description #30	Trip and Business Continuity
Risk Impact / Why is this a Risk?	Loss of or over exposure of public funds, employee performance and State's transactional ability
Solution	The benefits of a managed, consolidated travel program will outweigh the minimal impact felt on travelers during the transition period. We create a clear change management and communications plan to ensure that this transition is efficient and effective.
Documented performance	We follow a structured process when implementing a new account, and approximately 95% of our implementations follow their planned timeline. We successfully complete approximately 2-3 implementations on a monthly basis. Once your program is implemented you will begin to receive regular account reviews and reporting packages, providing better visibility of your travel spend.

QUALITY CONTROL / TICKETING & FARES

Risk Description #31

We are unable to provide the least expensive fare in the market due to availability.

Risk Impact / Why is this a Risk?

We would consider this a risk due to the fact that the cost would be higher than desired.

Solution

We use the quality control program, GDSx COMPLEAT, to check for the completeness and accuracy of information contained in the travel record. Prior to ticketing and up until departure, our system robotically checks for lower cost options or better seat assignments. Our quality control processes are customized individually to your unique reporting requirements and travel policies.

Documented performance

Lowest logical fare reporting and our low fare guarantee. We guarantee the State's tickets will be issued at the lowest fare available in our Global Distribution Systems, in accordance with their full content solutions as well as Client's travel policy at the time of ticketing.

Risk Description #32

Incorrect name or date of travel on air ticket

Risk Impact / Why is this a Risk?

Incorrect name on an airline ticket can cause reissue fees and added expense. Incorrect dates on a ticket can also cause ticket reissue fees at the purchasers expense

Solution

We use the quality control program, GDSx COMPLEAT, to check for the completeness and accuracy of information contained in the travel record. Our travel consultants follow a standardized booking process and forward an electronic copy of the itinerary for review and approval by the traveler. Copies of the reservation can also be forwarded to the State administrators for approval.

Documented performance

We are proactive about fixing any errors and making sure they don't recur. Should errors be made, we admit fault, help identify the cause, and seek to not repeat. The key is reducing the potential for errors to occur.

Risk Description #33

As a professional travel management company we do not control or regulate the cost of travel suppliers.

Risk Impact / Why is this a Risk?

These risks are usual and can impact the cost of travel at peak times as pricing is based on a supply and demand model. This is a risk to the budgeting of the organization as at times it could be uncertain as it pertains to cost management.

Solution

Same as Risk Description #31 - GDSx Compleat continual low fare search

Documented performance

Same as Risk Description #31 - GDSx Compleat continual low fare search

Risk Description #34

Industry Pricing (Air, Car and Hotel)

Risk Impact / Why is this a Risk?	The most coveted phrase of any airline or travel management company, “no price is guaranteed until ticketed.” (Airline purchase). There is significant risk with the adoption of “fare families”, further reducing the value of services for a single airline ticket purchase. The “fare families” are eliminating advance seat assignments, baggage (both checked and overhead), meals, drinks, change fees and other ancillary services. The constant landscape of low cost carriers, competitive fare families within the major and regional carriers, and a confusing amount of fare distribution channels (airlines, agents, online brokers, etc).
Solution	Same as Risk Description #31 - GDSx Compleat continual low fare search
Documented performance	Same as Risk Description #31 - GDSx Compleat continual low fare search
Risk Description #35	Air fares are constantly changing without notice
Risk Impact / Why is this a Risk?	Additional cost may be incurred while processing travel request.
Solution	Same as Risk Description #31 - GDSx Compleat continual low fare search
Documented performance	Same as Risk Description #31 - GDSx Compleat continual low fare search

TRAVEL POLICY

Risk Description #36

Should the State have travelers that book outside of policy and not with the preferred travel management company, the State runs the risk of not being able to locate travelers in the event of an emergency (act of terror, weather incident, etc.).

Risk Impact / Why is this a Risk?	When State employees book travel arrangements outside/not using the travel management company, reservation data will not be captured by the State for risk management reporting.
Solution	<p>The advantage of managed travel is that your travel management company will know where your travelers are at all times. We work with iJET, a risk management service, to provide itinerary-specific advisories which are sent automatically to the traveler in the event of an emergency. Our travel managers will also run reports when travel alerts are received to identify any travelers that may be at risk. Our new risk management tool also offers at no additional charge the following core components:</p> <ol style="list-style-type: none"> 1. A global crisis communications process (one of the most sophisticated processes in the industry, using CRM technology for continuous process improvement) 2. Subscriptions for intelligence-based safety and security alerts from a top tier risk management supplier, for travel and security managers. 3. Itinerary based traveler tracking 4. Mobile GPS based traveler tracking (opt in)
Documented performance	We run incident reports on a daily basis for our clients. In recent crisis situations (Boston bombings, Hurricane Sandy, Tsunami in Japan) we proactively supported clients (extended hours, increased staffing) and located travelers who book with our consultants or OBT. During the Icelandic ash cloud incident, we added staff to support the 300% increase in calls, extended branch operational hours to 16-20 hours per day, and relocated phone lines.
Risk Description #37	State Employees are required to book travel in policy
Risk Impact / Why is this a Risk?	If this travel is booked directly with the Airline, Car or Hotel, the state does not have the ability to manage T&E policy and supplier rates.

Solution	We offer traveler seminars related to travel policy to ensure that your travelers are informed and have access to your travel policy. We have several recommendations for moving to a mandated environment, such as a no reimbursement policy for travel not booked through the preferred travel management company/vendor.
Documented performance	Regular contract reporting; travel surveys
Risk Description #38	Corporate travel card vs. Personal Card Usage
Risk Impact / Why is this a Risk?	If the State is not using a corporate card, the State does not have the best tools in place manage corporate travel.
Solution	<p>We consult and support a variety of payment solutions. We have a preferred relationship with BMO; however we work with all major credit cards including MasterCard, Visa, American Express, and Diners.</p> <p>As a benefit to BMO card users, we provide reconciliation of ghost accounts on the BMO card at no additional cost.</p>
Documented performance	Form of payment for all transactions is captured in our reporting tool, regardless of the corporate card supplier used.
Risk Description #39	Confirmed travel plans may need to be cancelled or re-scheduled.
Risk Impact / Why is this a Risk?	Most low-price airline fares are non-refundable, which means a loss in value up to the amount paid for the ticket. In addition, hotels may collect a 'no-show' charge, equal to the first night's room rate, if the reservation is not cancelled.
Solution	<p>For air bookings, we immediately action tickets returned to us to be voided, refunded or exchanged. We will store any unused tickets in our profile database and make them available for use via our consultants and for travelers booking online.</p> <p>Travelers can cancel hotel and car online (if booked online) or via a consultant. Consultants will ensure that hotel/car are cancelled within the cancellation period to avoid fees.</p> <p>If the cancellation was not made within the cancellation period, our consultants will speak to a manager at the hotel or car rental agency, and use our excellent relationships with our suppliers to request the cancellation fee be waived. Due to our large volume and long-standing relationships, we are generally successful with these requests.</p>
Documented performance	<ul style="list-style-type: none"> • We provide reporting on unused tickets. Changes and re-bookings will be made and rebooking fees may apply at the original rate (in addition to the fee already paid). • Additional costs will be advised at the time of change where applicable. Written confirmation will be sent to the travel coordinator/traveler for review. • We will reconfirm to the travel coordinator of any cancellation charge applicable prior to cancellation. • All suppliers will be advised of the cancellation and cancellation reference numbers will be requested and recorded in the booking. • If requested, we will provide written confirmation of cancellation.
Risk Description #40	Regulatory/Legislative Fraud, Waste and Abuse
Risk Impact / Why is this a Risk?	Compliance and oversight issues, discovered and adjudicated for non-compliant policies
Solution	Provide the ability to implement multiple domains of travel policy and enforcement (State, Departmental, University, Traveler Type, etc

Documented performance	<p>In the online booking tool and in our agent desktop tools we can apply multiple “levels” of policy or completely different policies per company, department or individual. These policies are kept secure. We are PCI compliant and follow strict data security policies. Our products can identify and authorize exceptions to the State policy.</p> <p>FCm’s mid-office quality control routines are programmed to require documentation of approval before issuing a ticket. If you decide not to require pre-trip approval, we can write control routines to reject out-of-policy travel.</p> <p>All exceptions to travel policy, once booked, will be fully documented in FCm ClientBank, our proprietary system for pre- and post-ticket management reporting.</p>
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Risk Description #41

Risk Impact / Why is this a Risk?	<p>Program Ownership and Adoption</p> <p>Relying on competing State Resources, the ability to introduce, train, adopt and measure the value of the contract remains competitive with other state resource priorities and functions.</p>
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Solution	Same as Risk Description #21 – Implementation and Risk Description #41 – travel policy compliance
Documented performance	Same as Risk Description #21 – Implementation and Risk Description #41 – travel policy compliance ravel policy compliance

Risk Description #42

	<p>Non-compliance with travel policy puts the state at risk. Enforce travel policy that can be applied through the online tool and the dedicated agent team.</p>
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Risk Impact / Why is this a Risk?	<p>When you do not have a program that monitors and enforces travel compliance in accordance with state regulations, the state is at risk of overpaying for travel.</p>
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Solution	<p>An effective travel policy needs to be clearly documented, communicated to all travelers and travel coordinators, and endorsed by company senior management, and must provide mechanisms for dealing with non-compliance.</p> <p>Your travel policy will be supported throughout the booking cycle and beyond by our quality control tools and internal checks. Your account managers will provide analysis and communication strategies to address challenges and maximize compliance.</p>
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Documented performance	<p>Using our scorecarding module in ClientBank, we can agree on compliance targets and measure performance of these targets by specific the State business unit, project or travel purpose.</p>
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TECHNOLOGY

Risk Description #43

	<p>Should the state experience a breach in data security, we follow a thorough issue resolution process</p>
Risk Impact / Why is this a Risk?	<p>The State and/or your travelers’ personal information may be comprised if there is a breach in data security.</p>

Solution	We assess all network, systems, and applications for security vulnerabilities on a regular basis (monthly for networks and applications, quarterly for systems) and after any significant changes are made. On a monthly basis an independent third party conducts internal and external penetration tests on all internet-facing applications, networks, and systems. Our documented Incident Response Plan outlines situations and scenarios where clients are notified due to a security problem, vulnerability, or data breach/information disclosure. For issues in which data specific to the State is compromised, we would provide a direct disclosure including any follow-up actions requested by the State. Issues that are national/global in nature and impact multiple clients would also be disclosed.
Documented performance	Our company and systems have not experienced a security breach. In the event one occurs, we agree to notify the State immediately of any data security breach relating to the State's Data. We will assume responsibility for compliance with data security breach laws in the US. Any indemnity protection for data security breaches involving the State's Data is subject to the terms of the final agreement. We have Cyber Liability Insurance (up to \$5M).
Risk Description #44	If the State is unable to access our internal or third party travel systems (profiles, portal, online booking tool) due to upgrade, issue, or maintenance work.
Risk Impact / Why is this a Risk?	Technical systems require maintenance work and service upgrades that could limit access and affect your travel management team or travelers.
Solution	We take the following steps to avoid service disruption due to system maintenance: <ul style="list-style-type: none"> • Maintenance window notification of 72 hours prior to occurrence for FCm Systems. • Maintenance to occur between midnight and 5am Mon - Fri and 9 pm -12 noon on Saturday and Sunday (all times EST.) • Maintenance of more than 2 hours will occur on weekends. • Any maintenance to third party systems used by the State will be subject to such third party's maintenance notifications.
Documented performance	We guarantee 99.9% uptime or better for FCm Systems, and any third party systems used by Client will be subject to such third party's service levels.
Risk Description #45	Equipment or System Failure; Internal Power Failure, Air Conditioning Failure, IT System Failure, Telephone Failure, GDS Failure, Mid and Back Office Failure, other Third Party Failure,
Risk Impact / Why is this a Risk?	Scenarios for Temporary Environmental Emergency, Prolonged Environmental Emergency, Organized or Deliberate Disruption, Equipment or System Failure
Solution	Based on risk level, we follow a detailed contingency plan. Please refer to Risk Description #1 - Disaster Recovery
Documented performance	Based on risk level, we follow a detailed contingency plan. Please refer to Risk Description #1 - Disaster Recovery
Risk Description #46	Since the use of computers and technology are essential to operate the state travel program, natural or man-made disasters are a risk. Chose a TMC that has a disaster preparedness plan.
Risk Impact / Why is this a Risk?	This is a risk because access to vital data can be lost if there is an outage of any critical systems.
Solution	Please refer to Risk Description #1 - Disaster Recovery

Documented performance	Please refer to Risk Description #1 - Disaster Recovery
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THIRD PARTY SUPPLIERS

Risk Description #47

Third Party and/or Subcontracting for Performance

Risk Impact / Why is this a Risk?

The re-scoped travel initiative for the State requires the functional, operational and transactional use of an end-to-end travel provider. If the State determines that two providers are required to perform the travel initiative function (i.e., travel management and expense management), the inherit risk of data quality.

Solution

There are very few travel management companies that have their own proprietary expense management products. As a flexible travel management company, that focuses exclusively on travel, we have the capability of working and integrating with a variety of leading third party expense providers. We have an established process for setting up data feeds and exchanging information with third party providers. Our in-house development team makes it possible for us to work with any system you require.

Documented performance

Implementation surveys and guarantee of 99.9% uptime for our internal systems.

Risk Description #48

Award the contract to provider that owns the entire life-cycle of the travel transaction workflow, including data, data handoff, expense and expense management.

Risk Impact / Why is this a Risk?

None of our client use external data management or expense providers, alternatively relying on the data quality and no cost access to our data models, expense feeds and systems.

Solution

[Please refer to Risk Description #47 - third party integration](#)

Documented performance

[Please refer to Risk Description #47 - third party integration](#)

APPENDIX E

Executive Summary

Reliable service that delivers cost savings and visibility into your travel program.
Is it possible? **Yes, it is.**

FCm is pleased to outline our service approach for implementing the State of Oklahoma's travel management services.

Our Service Plan for the State of Oklahoma

We propose an **off-site shared service configuration**, in which your travelers will work with a designated team of no more than 7 travel consultants at our business travel office in Houston, Texas. Jacqueline LeGrande, Team Leader, will oversee this team. Business hours for your team will be Monday-Friday, 8:00am-5:00pm CT. For **after-hours support**, our 24/7 Emergency Travel Center will provide reservation assistance.

We will launch and administer the **Concur Travel online booking tool** for your travelers to book online reservations. Online help and fulfillment support will be provided by our online specialist team and help desk (available Monday-Friday, 8:00am-8:00pm)

We will assign a **designated Account Manager**, overseen by our Regional Director of Account Management, Mary Stansbury, to serve as your lead contact throughout implementation and contract period. Your Account Manager will be responsible for delivering regular quarterly reviews, responding to service issues, supporting supplier negotiations and developing a strategic business plan for the State's travel program, among other responsibilities.

Smooth, Straightforward Implementation

We dedicate resources to new accounts and follow a concrete, detailed method throughout the implementation process. Our implementation team will provide the State all of the administrative work and support and will require a minimum amount of legwork on your part.

To ensure a risk-free implementation, we anticipate that your implementation will take a minimum of 90 days (30 to 45 days from receipt of profile data). Once FCm is awarded the State account, our implementation team will meet immediately. A planning meeting will be held with key personnel from the State to review the staffing and operational requirements. We will jointly review each feature of the plan with the State, confirm the cutover date, and make any adjustments.

Roles and Responsibilities

Our Implementation Team is made up of our Implementations Manager Jim Caldwell, your Account Manager, the Team Leader, Jacqueline LeGrande and a representative from our Online Solutions team to handle implementation of your online booking tool.

Jim will oversee your new account implementation and regularly liaise with your Account Manager and the rest of your Implementation Team to assure that all implementation needs and deadlines are being met.

Your Team Leader and Area Leader, Rose Marie Lynch-Foeher, will be present for all implementation calls with the State. This allows the Team Leader and Area Leader (who monitors call activity and oversees

service levels) to actively participate in conversation with you and gain an understanding of your travel policy and expectations.

Establishing Concrete Action Items

In our implementation meeting, we will present a complete checklist of action items and procedural questions. During the implementation we build a “workbook” for the State that is a living document, changing with our progress and as requirements are determined and refined. It covers areas like:

- Discussing and advising on the State travel policy
- Incorporating your travel policy requirements into our profile tool
- Configuring our systems to produce the reports you need
- Conducting seminars to familiarize your travelers and travel coordinators with us
- Establishing relationships between your Account Manager and your key management
- Meeting with the Finance department to arrange invoicing requirements
- Agreeing with you on specific criteria to measure our performance
- Establishing detailed document delivery requirements
- Confirming the frequency, agenda, and follow-up procedures of regular review meetings with the State team
- Implementing the travel team operation with complete systems installation, recruitment, and specific account training

While these steps are being completed, your Account Manager will meet with your key personnel to address items such as:

- Reviewing the travel policy
- Establishing management information requirements
- Arranging for travel seminars with your travelers and travel arrangers
- Reviewing form of payment and accounting procedures
- Developing travel profile and travel evaluation forms

Transition and Avoiding Risks

FCm would work seamlessly with the current TMC's for the State to assure a smooth transition for your travelers and easy access to pending reservation data. Just before we “go live,” we begin to transition from the incumbent travel management companies to FCm by:

- Closing down any existing travel technology
- Claiming existing travel reservations from the incumbent TMC's so we can assist travelers already scheduled to travel
- Claiming an unused ticket report from the incumbent TMC's
- Distributing a review of the implementation and expectations to consultant teams
- Conducting one full week of testing all processes to ensure a smooth roll-out

To avoid any disruption during the transition, our Implementation Manager will carefully consider your account and will plan your cutover for times when volume is low, and all reservations will be handled by agents, to ensure no data is lost and travelers have the support they need. In addition, the first few days of your service with us will be handled by our consultants and after-hours team, before the online booking

tool, Concur, is enabled, to ensure maximum support is available to your travelers in the first days of service with us.

We will work with you to establish any contingency plans or take into account any special circumstances you may have that would affect the transition.

Client Training and Education

A vital part of our implementation includes communication to your travelers and staff. We provide both written, in-person, and virtual meetings and seminars to explain the program, what the new relationship will mean for them, and how this new relationship is going to benefit them personally in addition to the company. Training and ongoing education will help ensure the long-term success of the program.

Staying on Track and Measuring Success

FCm recommends at least weekly progress reviews during implementation. Following the implementation of each phase of your program we will conduct a satisfaction survey of key travel contacts in order to gain a benchmark for following activity, and address any issues encountered. After this process we recommend monthly reviews using dashboard reporting which highlights key elements of the progress towards full trading. After the first three months we recommend quarterly reviews commence which will include comprehensive data and market analysis and the initial review of agreed strategic goals.

Beyond Implementation: Risk Management Resources

Throughout the course of our contract, we can offer the State these crisis response tools to help meet your Duty of Care:

- ✓ **Traveler tracking** available 24/7 online, with real-time trip data, in a graphic map format
- ✓ **Travel Alerts** on any situation that might affect travel, sent robotically 24/7 to key the State contacts and your FCm travel team, and accessible to your travelers via your travel portal
- ✓ **Preferred relationships** with iJet to provide global travel intelligence, itinerary tracking, medical advice, and repatriation
- ✓ A **detailed crisis plan**, agreed upon with the State, to handle any crisis as it occurs
- ✓ **New FCm SECURE web tool**, available soon globally, and round-the-world response teams

In case of weather events or technical failure that could affect your travel center, we have plans in place to shift your calls and operations to the nearest office, so you get uninterrupted service. All our data is backed up frequently and consistently. We plan ahead to keep your people safe and your business moving, even in the most demanding circumstances.

Our Commitment to You

If contracted, FCm will meet and exceed the State's objectives and conditions of satisfaction. Our average tenure with clients is 7 years. Over the past 5 years, our customer retention rate was over 97%. We are serious about forming a long-term, collaborative relationship with the State. We will grow with you as your travel needs change and expand, without losing the personal service that you expect.

APPENDIX F

FCm Traveler Data Feed Implementation Guide

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