



Awarded Supplier Information

Supplier Name: Journey House Travel
Services, Inc.

Supplier ID #: 0000072554

Supplier Address: 2915 United Founders Blvd

City: Oklahoma City

State: OK

Zip Code: 73112 -

Contact Person Name: Jennifer Burris

Phone #: 405-463-5831

Title: Accounting Manager

Fax #: 405-242-2947

Email: jennifer@journeyhouse.com

Website: www.journeyhouse.com

Authorized Location: Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

Contract ID #: 0-5722

Delivery: N/A

Minimum Order: N/A

P/Card Accepted: Yes

No

Other:



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Address:

City:

State:

Zip Code:

Contract ID #: 0-5722

Delivery: N/A

Minimum Order: N/A

P/Card Accepted: Yes

No

Other:



**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH JOURNEY HOUSE TRAVEL
SERVICES, INC.
RESULTING FROM STATE WIDE CONTRACT SW0210**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Journey House Travel Services, Inc. in connection with state wide contract number 0210 (“Solicitation”) and is effective December 9, 2019.

Recitals

Whereas, the State issued a Solicitation for proposals to provide travel agent and reservation services, preferably with online booking capability, as more particularly described in the Solicitation;

Whereas, Journey House Travel Services, Inc. (“Journey House” or “Supplier”) submitted a proposal, which contained no exceptions to the Solicitation terms, and various other Contract Documents; and

Whereas, the State and Journey House have negotiated the final terms under which Journey House will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Journey House as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to the State’s Terms and Conditions as contained in Attachment A to this Addendum titled, “State Terms and Conditions”;

- ii. revisions to the State's Hosting Agreement as contained in Attachment B to this Addendum titled, "Hosting Agreement";
- iii. revisions to Journey House's Pricing Sheet as contained in Attachment C to this Addendum titled, "Pricing Sheet"; and
- iv. revisions to the statement of work initially proposed by Journey House as contained in Attachment D to this Addendum titled "SOW Template."

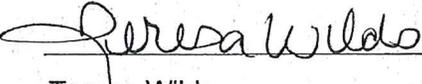
2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

3. Journey House affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State or any Customer to execute additional documents not listed above in connection with this Contract.

State of Oklahoma by and through the Office of Management and Enterprise Services

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 12-9-2019

Journey House Travel Services, Inc.

By: 
Name: Teresa Wilds
Title: Vice-President
Date: 12-2-2019

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JOURNEY HOUSE TRAVEL
SERVICES, INC.
RESULTING FROM STATE WIDE CONTRACT SW0210**

Terms and Conditions

This is a Contract Document in connection with state wide contract 0210 (“Solicitation”) and is entered into between Journey House Travel Services, Inc. (“Vendor”) and the state of Oklahoma by and through the Office of Management and Enterprise Services (“State,” and collectively, “Parties”) on behalf of Customers, which means Interlocal Entity as defined in the Solicitation.

I. Indemnification

A. Acts or Omissions

Vendor shall indemnify and hold harmless the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees, hereafter “Indemnified Parties,” as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Addendum.

B. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE VENDOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, VENDOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR VENDOR, VENDOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY

PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, VENDOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT VENDOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

II. Limitation of liability

- A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Vendor for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if it is advised of the possibility of such damages.
- B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Vendor or its employees, agents or subcontractors while at a Customer's site; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability, of Vendor or its employees, agents or subcontractors.
- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted Products or Services. The parties agree that Vendor has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

III. Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a

party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.

IV. Hosting Services

- A. If Vendor hosts Customer Data (as defined in Attachment B) in connection with an Acquisition (as defined in the Solicitation), the provisions of Attachment B, attached hereto and incorporated herein, apply to such Acquisition.
- B. If access to Customer Data by Vendor or its subcontractors, affiliates or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach (as defined in Attachment B), Vendor shall be responsible for the obligations set forth in Attachment B, Section 4 related to breach reporting requirements and associated costs. Likewise if such access contributes to or directly causes a Security Incident (as defined in Attachment B), Vendor shall be responsible for the obligations set forth in Attachment B, Section 3, as applicable.

V. Confidentiality

- A. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

B. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the State Chief Information Officer, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

VI. Notices

If a party is to give notice under the Contract, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:
James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:
OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JOURNEY HOUSE TRAVEL
SERVICES, INC.
RESULTING FROM STATE WIDE CONTRACT SW0210**

HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of state wide 0210 (the “Contract”) and entered into between Journey House Travel Services, Inc. (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice

and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's

minimum security standards during the term of the Contract, including renewals, constitutes a material breach.

- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

V. Security Incident or Data Breach Notification: Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.
- d. If Vendor has reasonable belief or actual knowledge of a Data Breach, Vendor shall (1) promptly notify the appropriate Customer identified contact set forth herein within 2 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

VI. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to indemnified parties by governmental authorities in connection with the Data Breach.

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Indemnity

- a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and

actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third-party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.

**ATTACHMENT C TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH JOURNEY HOUSE TRAVEL
SERVICES, INC.
RESULTING FROM STATE WIDE CONTRACT SW0210**

Journey House Travel Agency Service Fees

Online Booking

- \$9 Airline tickets (issued, exchanged)
- \$7 Hotel/Car only booking
- \$0 Voids within 24 hours (any agency fee on the same invoice is also voided)
- \$0 Help/Call from In-house Concur expert

Full-Service Reservations/Live Agent/24 Hour Service

- \$25 Airline tickets domestic (issued, exchanged)
- \$25 Airline tickets international (issued, exchanged)
- \$0 Hotel/Car only booking
- \$0 Voids within 24 hours (any agency fee on the same invoice is also voided)

Reports

- \$0 Standard Monthly Air/Car/Hotel reports

**Notes – if Concur site is down, and travelers must speak to a Full-Service Agent we will only charge the Online Rate.

*\$500 Implementation Fee has been removed

After Hours emergency service and travel management reports are included in transaction fees listed above.

**ATTACHMENT D TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH JOURNEY HOUSE TRAVEL
SERVICES, INC.
RESULTING FROM STATE WIDE CONTRACT SW0210**

Scope of Work

Parties

1. Journey House Travel, Inc (hereinafter "Agency") will provide travel services listed below, subject to the terms and conditions contained herein, for:

State of Oklahoma

OMES

5005 N Lincoln Blvd

Suite 300

Oklahoma City, OK 73105

and affiliated agencies (hereinafter "Client")

Services

2. The Agency shall use its best efforts to obtain the best rates for Client for all its travel requirements.

The Agency will provide the following services to the Client:

Traveler Profile maintenance, including travel policy restrictions, preferred seat assignment, room/car type, payment method and vendor benefit identification (frequent flyer numbers, etc.)

Air Reservations and Ticketing, including best fare search, Quality Control review, fare/seat monitoring and modification (if appropriate), processing of voids, refunds and ticket exchanges.

Hotel and Car reservations, including verifying availability and best rate search (Agency negotiated, Client negotiated or special vendor rates)

Provide Web page per B.6 of Solicitation SW0210 Package Version 19

Ticket and Itinerary deliveries via email.

Flight life insurance in the amount of \$300,000 for all airline tickets purchased through Agency.

24-Hour emergency service, including domestic/international access by toll-free telephone numbers

Accounting and management reports, including detailed statements of air tickets purchased and fees charged.

Concur Liaison

Payment

3. Agency shall act as agent for, and be entitled to receive all compensation from, third party service providers, including but not limited to airlines, hotels, car rental companies and rail, ship or tour operators.

As consideration for this Agreement, Client agrees to pay Agency based on the following rate schedule;

Online Booking

- \$9 Airline tickets (issued, exchanged or refunded)
- \$7 Hotel/Car only booking
- \$0 Voids within 24 hours (any agency fee on the same invoice is also voided)
- \$0 Help/Call from In-house Concur expert

Full-Service Reservations

- \$25 Airline tickets domestic (issued, exchanged or refunded)
- \$25 Airline tickets international (issued, exchanged or refunded)
- \$0 Hotel/Car only booking
- \$0 Voids within 24 hours (any agency fee on the same invoice is also voided)
- \$0 Standard Monthly Air/Car/Hotel reports

Appropriate fee will be applied to each invoice and invoice will be emailed by Agency to Client with a copy to be sent to pcard@omes.ok.gov at the time of booking completion. All amounts due for State of Oklahoma business travel shall be paid within 45 days and shall be the responsibility of Client to pay.

Any personal travel booked by state employees will be paid directly by employee at time of booking via personal credit card including agency fee.

****Notes** - If Concur site is down, and travelers must speak to a Full-Service Agent we will only charge the Online Rate.

*\$500 Implementation Fee has been removed

Client Representations

4. As consideration for this Agreement, Client agrees to use best efforts to assure that it's employees will use Agency for all their travel needs.

Limitation of Liability

5. Subject to Section I and II of the State Terms and Conditions contained in Attachment A, Client acknowledges and agrees that Agency acts as agent only and is not liable for any damages caused by third-party service providers, such as airline, car & hotel vendors including but not limited to delays, trip cancellation or interruption. Agency agrees to use best efforts to mitigate any damages.



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000072554
 JOURNEY HOUSE TRAVEL INC
 2915 UNITED FOUNDERS BLVD
 OKLAHOMA CITY OK 73112-4248
 USA

Contract ID 0000000000000000000005722		Page 1 of 1	
Contract Dates 03/02/2020 to 03/01/2021	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0210 - TRAVEL SERVICES		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	90121502 / OKLAHOMA TRAVEL INITIATIVE TRAVEL AGENT SERVICES	EA	0.00	0.00	0.00	0.00

FEES:

ONLINE BOOKING:
 \$9.00 AIRLINE TICKET
 \$7.00 HOTEL/CAR ONLY BOOKING

PERSON TO PERSON:
 \$12 AIRLINE TICKETS DOMESTIC & INTERNATIONAL

COMMENTS:

CONTRACT START DATE MARCH 2, 2020

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Original Signature on File