

MODEL IG FOR DCS Travel

Agency or Department Name Division of Central Services
Department or Agency Number AEA
Original Contract Number
Contract Routing Number

CONTRACT FOR Participation in State Travel Management Program

THIS CONTRACT, Made this ___ day of _____ 2007, by and between _____, for the use and benefit of _____ whose offices are located at _____ hereinafter referred to as the "Participating Political Subdivision" or "PPS" and the State of Colorado, Department of Personnel and Administration, acting by and through the Division of Central Services (DCS), State Travel Management Program who offices are located at 633 17th Street, Suite 1580, Denver, Colorado 80202 hereinafter referred to as the "State" or "STMP."

FACTUAL RECITALS

Required approval, clearance and coordination have been accomplished from and with appropriate agencies, and

The Colorado Department of Personnel and Administration, Central Services Division, State Travel Management Program is authorized to provide travel program services for official business for state departments, institutions, and agencies pursuant to §24-50.3-104 and §24-102-101, C.R.S. and Colorado Executive Order D 005 03, and

The mission of the State Travel Management Program is to coordinate and oversee domestic and foreign official government travel by State employees in order to achieve fiscal accountability and significant financial savings to the State, and

The Participating Political Subdivision desires to participate in the State Travel Management Program pursuant to §29-1-203, C.R.S., and

The State and the Participating Political Subdivision incur no direct cost by entering into

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this agreement; and

The STMP will provide the designated travel program related services.

THEREFORE, it is agreed that for and in consideration of their mutual promises to each other, hereinafter stated, the parties agree as follows:

1. Purpose and Scope of Work

a. The mission of the State Travel Management Program is to coordinate and oversee official government domestic and foreign travel by government employees in a manner that promotes fiscal accountability and achieves significant financial savings for its program participants. STMP establishes and manages program objectives to continually improve offered travel related services. STMP negotiates contractual agreements, evaluates associated risks, and determines appropriate safeguards to limit the liability inherit with travel services for program participants. Current program offerings for participants include travel program establishment, administration support services, oversight, and contractor compliance; consulting and 24/7 information services; and agreements encompassing automobile rental, Travel Payment Provider, airfare, travel agency services, and in-state and out-of-state lodging. For the mutual benefit of the State and the Participating Political Subdivision, the State Travel Management Program extends these services to political subdivision in accordance with the terms as further specified herein.

b. **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meaning herein specified.

“Commercial Travel Vendor” means a commercial entity engaging in the provision of travel-related services.

“Participating Political Subdivision” means a Political Subdivision that elects to participate in the State Travel Management Program.

“Political Subdivision” means a county, city and county, city, town, service authority, school district, local improvement district, law enforcement authority, city or county housing authority, or water, sanitation, fire protection, metropolitan, irrigation, drainage, or other special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

“State Agency” means any department, board, bureau, commission, institution, or other agency of the state, including institutions of higher education and any Participating Political Subdivision.

“State Employee” means the employees of any department, board, bureau, commission, institution, or other agency of the state, including institutions of higher education and any Participating Political Subdivision.

“State Travel Management Program (STMP) ” means the Travel Program established pursuant to statutory authority of the Executive Director.

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"Travel Compliance Designee (TCD)" means an employee designated by the executive director in each department or the chief executive officer of each institution of higher education or representative of the Participating Political Subdivision to implement and enforce the rules established by the Program.

"Travel Payment Program" means one or more of the following three forms of payment with the Travel Payment Program Provider:

- 1) **"CTS"** means the centrally billed airfare accounts; and
- 2) **"Central Travel Card"** means the centrally billed corporate liability cards; and
- 3) **"Individual Card"** means the individual-contingent liability cards in which the traveler bears the responsibility for payment. However, the PPS bears the responsibility of reimbursing legitimate business travel expenses.

"Travel Payment Program Provider" means the commercial travel vendor that furnishes the travel payment program to the State.

c. **References.** Web links to applicable or cited references.

State Travel Program Website @ http://www.state.co.us/gov_dir/gss/cen/travel1/stmp/

- Contracts (Services)
 - Airlines
 - Car Rental
 - Lodging
 - Travel Agencies
 - Travel Card (Travel Payment Program Provider)
- Forms
 - Travel Compliance Designee Agreement
 - Travel Compliance Designee Delegation of Duties
- Rules
 - Colorado Executive Order D 005 03 Concerning State Employee Travel, 3/17/03
 - State of Colorado Fiscal Rules, Chapter 5, Travel and Appendices A through C
 - Central Services, Statewide Travel Management Program Rules
 - U.S.A Patriot Act of 2001 Section 326
 - Risk Management Office, State Vehicle Use Guide, 10/1/03
- Miscellaneous Travel Program Tools
 - Travel Industry Alerts and Advisories
 - Travel Guidelines
 - Travel Payment Provider Information

(See website for additional informational resources).

State of Colorado Legal Link (Constitutions and Statutes)

(<http://198.187.128.12/colorado/lpext.dll?f=templates&fn=fs-main.htm&2.0>)

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- §24-50.3-104, C.R.S., Power and duties of executive director
- §24-102-101, C.R.S. Procurement Organization/Authority and duties of the executive director
- §24-30-202, C.R.S. Procedures – vouchers and warrants - rules – penalties
- §24-72-201, C.R.S. Public Records – INSPECTION, COPYING, OR PHOTOGRAPHING
- §29-1-203, C.R.S., Government may cooperate or contract - contents

2. Statement of Work and Responsibilities of the STMP

a. Objectives of the Program. STMP has the responsibility to continually maintain and enhance travel services program offerings for all program participants, and to monitor travel patterns and practices in order to obtain savings and accountability of expenditures.

b. Establishing Programs and Continuity of Support.

1) The STMP shall provide assistance with program implementation to include setting up cards and accounts and provide ongoing program support. All efforts will be coordinated with the designated Travel Compliance Designee (TCD) of the PPS.

2) The STMP shall maintain program information available on a 24/7 basis by means of the STMP website which in part currently includes:

- Current contracts
- Travel guidelines
- Travel industry alerts and advisories
- Travel payment provider information
- Training information
- Program related information

3) The STMP shall provide assistance to the TCD in problem mediation with STMP vendors through to resolution, and identifies trends to enforce compliance with and/or enhance current contractual terms and condition.

4) The STMP shall provides consulting services to the program participants in order to develop solutions to meet the PPS's specific program issues and needs.

c. Program Parameters

1) Training for PPS is provided through several avenues.

a) Initial comprehensive training is provided for the Travel Compliance Designee (TCD) in their role in overseeing travel compliance by STMP staff on current contracts, managing delinquent state travel card accounts, establishing new travel card accounts, understanding vendor contracts, generating web-based reports on travel card purchases, using the on-line work tools, fiscal and travel rules, program parameters and current industry trends.

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b) Regular hands-on training for Travel Payment Provider On-line Reporting/Management Tool for TDCs is conducted at 633 17th Street (downtown Denver) by STMP staff.

c) The STMP provides TCD training on a quarterly basis and is referred to as the TCD Forum. This training provides support and addresses PPS and other program participant issues.

d) Additional training is available 24/7 free of charge on the STMP website.

e) STMP staff upon request provides individual and/or group on-site training.

2) Training for the Vendor Community. STMP staff educates the vendor community on government best practices, keeps them abreast of issues of concern to program participants, and facilitates their active participation for improvements to the State Program thus maintaining continual open communication with vendors. This is primarily accomplished through the quarterly STMP Vendor Roundtable. The State Travel Manager will also use the STMP Vendor Roundtable events as an opportunity to provide comprehensive training and information, and discuss travel industry changes that may impact state travelers and develop appropriate solutions/responses with the participation of awarded. Additionally, STMP schedules conference calls with the awarded travel vendors to deal with travel industry issues on an as needed basis.

3) Reports. STMP provides links to the Travel Payment Provider On-line Reporting/Management Tool on its website. This user-friendly software program provides management tools to extract travel card information in a variety of comprehensive reports for management and oversight of program, and reports for controlling program functions. Information may be extracted by level of access (individual, agency wide or sub agency wide). The State Travel Manager has direct access to all data, which enables the State to pull and assemble management reports for running the statewide program, and eliminating the need for program participants to provide detailed reports on program related activities. Through collected data, STMP is able to identify travel trends and volumes to enhance the State's position in contract negotiations.

4) System Security. STMP maintains security for agency on-line access to travel reports and account transactions. STMP promotes safe and secure management of Travel Payment Program confidential data (e.g. SSN, CCN).

5) Communication and Program Evolution

a) STMP shall continuously survey the program environment to identify opportunities to improve program offerings and facilitate discussions for continual changes through the STMP Vendor Roundtables, Travel Compliance Designee Quarterly Forum, training sessions and other outreach events.

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b) STMP provides ongoing opportunities for TCDs to participate in the program development process and to serve as active members on working committees to effect program improvements.

c) STMP shall evaluate associated risks inherit with travel services and negotiate with vendors to safeguard and/or limit the liability of the program participants.

d) STMP will serve as national representation at Society of Governmental Travel Professionals (SGTP) for all program participants.

e) STMP reserves the right to change current program benefit offerings to effectively and efficiently respond to needs of the program participates, travel industry changes, regulatory compliance issues, add program enhancements, and to address logistical issues. STMP guarantees that the quality of program changes will serve the best interests of its program participants. STMP will keep all program participants apprised of forthcoming changes via the STMP website, TCD Forums, and other communication methods.

f) Contractual agreements and sample of benefits achieved for program participants to date for which PPS can expect similar benefits includes:

Airfare Price Agreements. Provides airfares that are fully refundable or fully changeable, without paying additional fees, and provide last-seat- availability fares. The negotiated airline fares establish ceiling rates, guaranteeing no airfare purchased shall exceed these limits.

Automobile Rental Agreements. The Program negotiated automobile rental rates that include a \$600,000 liability insurance coverage for state employees on official state business. These negotiated agreements also provide for a 4% volume-based rebate to STMP that provides funds for sustaining the STMP.

Travel Payment Program. These accounts provide state employees on official state business with a method of payment. These accounts also provide a variety of travel insurance and other travel related benefits. Details of Travel Payment Program Provider benefits and On-line Reporting and Management Tools are provided on the STMP website.

Third-Party Billing. STMP negotiated with lodging and automobile vendors to allow the use of the State Central Travel Card. This card allows for third party billing and is beneficial in managing expenses of the infrequent traveler.

Travel Agency Services.

- Awarded Travel Agencies, provide vigilance of official business travel activities and increased high-volume discounts and benefits.
- Require a higher level of service from the travel agencies, including rental car and lodging reservations, as well as different savings options available to meet the needs of each state agency and institution.

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- Travel agencies credit the STMP \$3.00 for every ticket, exchange or refund issued on behalf of the State, thus providing funding to sustain STMP services provided to program participants.

Data Collection and Analysis for Reporting and Contract Negotiations by STMP includes:

Reporting Entity	Report Name	Data Collected Program Benefits
Travel Agency Services	Airline/Rail City Pairs – Quarterly	City-pair, average ticket price per city-pair, count and total dollar volume per city pair. Separate reports are required for domestic and for international air travel. Data collected provides necessary detail for airline solicitation and contract negotiations.
	Car and Hotel Reservation Report – Quarterly	Summary by state agency or institution for reservations including count, merchant name, location (city and state). Data collected provides volume information to assist with travel agency vendor compliance and management.
	Ad Hoc Reporting	Ad hoc reports, as established by mutual agreement between State Travel Manager and the vendor, provide flexibility and functionality to meet the varied needs of the Program.
Rental Car Agency Services	Monthly & Quarterly Reporting	Monthly Accident report, Quarterly Volume report that is the basis of the 4% Revenue Share payment.
Travel Payment Program Provider	Travel Payment Program Reports	Travel Payment Provider On-line Reporting/Management Tool is a web-enabled program management and reporting tool offered by the Travel Payment Program Provider that makes available extensive ad hoc reporting capabilities and account maintenance options. Reports include: delinquency management, transaction detail and supplier management, to name a few.

3. Participating Political Subdivision (PPS) Duties, Responsibilities, and Understandings

a. PPS agrees to:

- 1) Use all parts of the State Travel Management Program including travel payment program provider, travel agency services, airfare, automobile rental, lodging and other components as may be added to the program, except as expressly outlined herein.

- 2) Establish policies and procedures to ensure compliance with the STMP requirements and provide internal guidance, including but not limited to pursuing appropriate personnel action for non-compliance.

- 3) Comply with the terms and conditions of all the individual STMP related contracts, state price agreements, and other vendor agreements as posted and or linked to on the STMP website. PPS shall execute a Participating Affiliate Addendum, Contract Exhibit I, with Travel Payment Program Provider, US Bank National Association ND, State of Colorado Contract Number 03AEA00330 available on the Program website.

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4) Provide administration and management of any cards implemented including but not limited to account set up, card cancellation, account delinquency management, and actively addressing and resolving problems.

5) To designate a TCD and any necessary central bill contacts to include name, email, address, phone, and fax to STMP. Approving Authorities and TCDs will execute the STMP Travel Compliance Designee Agreement. Individuals authorized to perform administrative duties under the authority of the TCD shall be required to sign a TCD Delegation of Duties and AccessOnline Authorization. If any of the positions become vacant, PPS shall notify STMP within one week and designate a replacement.

6) Require TCD to actively participate in quarterly TCD Forum and appropriate vendor forums.

7) Report issues of noncompliance as appropriate to the Travel program and appointing authority.

b. Generating Management Reports. Travel Payment Program Provider On-line Reporting/Management Tool will be available to generate management reports, security user IDs and passwords. TCDs will have access to 3 levels of information and be able to create accounts, review and reports on all accounts, perform maintenance on accounts. Central Bill Contacts have the ability to view and report for central bills only but has no ability to perform maintenance.

c. Travel Payment Card Appearance. Cards will be imprinted as requested by PPS. Cards will be imprinted with the name of the individual cardholder, and a second line, not to exceed 26 characters, that will identify that these cards are issued for official business travel requirements of PPS. The cards will have a State of Colorado seal but cards will not be embossed with "State of Colorado."

d. Cash Withdraw Default on Cards. As a default, withdrawal limits for cash advances are set at zero. PPS may work with STMP Manager to adjust these limits where appropriate to the needs of the PPS. Cash advances will not be allowed on the Central Travel Card.

e. Travel Payment Card Responsibilities and Liabilities.

1) The Travel Payment Program Provider is a corporate travel charge card designed to charge purchases necessary for, or incidental to, travel for official government business purposes. The card, including those assigned to individual cardholders, is not for personal use.

2) PPS is liable to the travel card-issuing bank for all charges by cardholders for authorized, official state government travel that is not reimbursed to the cardholder.

3) Lost or stolen cards must be reported promptly by telephone to the Travel Payment

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Program Provider. Charges made on a lost or stolen Central Travel Card up to the time of the report are the liability of the PPS and charges made on lost or stolen Individual Cards before reported are the liability of the individual cardholder.

4) All card misuse or abuse will be reported to the PPS controller.

5) In the event of willful or negligent default of the cardholder obligations, the PPS shall take any recovery action deemed appropriate that is permitted by law.

6) PPS shall close accounts for terminated or transferred employees, preferably the day of departure or dismissal, but not later than 10 business days after in any event.

f. Media and Open Records Requests. The media may make requests to STMP for information related to the contract and use of the agreements. PPS understands that STMP will make this information available to the media upon request, and it may include information related to the use by PPS. All media requests shall be handled pursuant to the Open Records Act, §24-72-201 C.R.S.

g. Accident Reports. PPS shall be responsible for completing required accident reports as necessary for rental cars, and file appropriate claims to Travel Payment Program Provider within their required timeframe from the date of the incident. STMP may offer assistance in these matters. STMP does not require copies of these reports.

4. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Contract, pages 1 to 14, then to any exhibits or attachments that may be added to this contract, and lastly any documents required to signed as a condition of this contract.

5. Performance Period.

The term of this interagency agreement is upon approval by the State and the PPS and shall remain in effect until terminated by one of the parties pursuant to the terms of this contract.

6. Price/Cost and Payment Terms

STMP is a cash funded entity. Consideration for STMP providing the services designated herein to the PPS are derived from revenues that are generated from agreements that STMP negotiates with contractors. Some of the generated revenue streams are dependent on the performance of the program participants. PPS agrees to make payments direct to the contractors whose services they utilize as stipulated within the terms and conditions of the individual agreement.

7. Cooperation of the Parties.

The parties agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this contract. In connection herewith, the parties shall meet to resolve

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problems associated with this contract. Neither of the party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

8. Remedies

The State Travel Manager shall meet with the Approving Authority, TCD, and affected personnel of the PPS as appropriate to discuss, mediate, and decide a course of action and time frame for rectifying identified issues. Disputes arising under this contract that cannot be settled through informal meeting may be resolved through informal meetings of the heads of the agencies. Failure of the PPS to address and resolve issue may serve as cause to terminate the contract for default and remove PPS from participating in the STMP. These remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

9. Termination for Convenience

Either party shall have the right to terminate this agreement by giving written notice of termination to the other party and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. All required actions for canceling cards and completing close out of accounts will be coordinated between the PPS TCD and STMP. The parties shall not be released from duty to perform up-to-the-date of termination.

10. Termination for Default/Cause

If, through any cause, either party fails to fulfill, in a timely and proper manner, its obligations under this contract, or if either of the parties shall violate any of the covenants, agreements, or stipulations of this contract, the party not in default shall thereupon have the right to terminate this contract for cause by giving written notice to the other party of its intent to terminate and at least thirty (30) days opportunity to cure the default or show cause why termination is otherwise not appropriate. The requested cure may designate a specified reduction in delinquency rate or percent of bad debt that must be obtained during the thirty (30) days opportunity to cure. If the default is not cured within the specified timeframe, the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease. In the event of termination, all required actions for canceling cards and completing close out of accounts will be coordinated between the PPS TCD and STMP. In no event shall the parties be released from duty to perform up-to-the-date of termination.

Notwithstanding the above, the PPS shall not be relieved of liability to the contractors in fulfilling their obligations as specified in the terms and conditions of the contractor agreements.

If after such termination it is determined, for any reason, that the party was not in default, or that the party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

11. Representatives and Notice

a. Representatives. For the purpose of this contract, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time

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designate in writing new or substitute representatives:

For the State - Primary: Lenora Kingston, State Travel Manager, (303) 866-3986, Fax (303) 866-4233, Lenora.Kingston@state.co.us

For the State - Secondary: Raquel Valdez, State Travel Program Assistant, (303) 866-4004, Fax (303) 866-4233, Raquel.Valdez@state.co.us.

For the PPS: _____
[Name, Title, Phone Number, FAX, and e-mail]

b. Authority. With respect to the representative of the State, such individual shall have the authority to inspect and reject services, and act otherwise for the State, except with respect to the execution of formal amendments to or termination of this agreement pursuant to paragraphs 20, 9 and 10 respectively.

c. Notices. All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail or other confirmable means to the individuals at the addresses set forth below. Notice under this contract shall be sufficient if sent by U.S. Mail, postage prepaid, to the addressee set out below. Such notice shall be deemed given forty-eight (48) hours after deposited in the U.S. Mail. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

For the State:

Department of Personnel and Admin. Attn: Lenora Kingston, State Travel Manager 633 17 th Street, Suite 1580 Denver, CO 80202-3615 Lenora.Kingston@state.co.us (303) 866-3986 FAX (303) 866-4233	cc: Department of Personnel & Admin. Attn: Lynn Clinton, Proc/Contracts 1001 E. 62 nd Avenue, Room A-31 Denver, CO 80216 Lynn.Clinton@state.co.us (303) 866-4005 FAX (303) 866-5302
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For the PPS:

Name of PPS: _____
Contact Name and Title: _____
Physical and Mailing Address: _____
Email Address: _____
Telephone Number: _____
Fax Number: _____

12. Performance Monitoring and Auditing. STMP shall permit any duly authorized agent to monitor all activities conducted by STMP which are or have been undertaken pursuant to this Contract. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with contract work. PPS shall permit the same for the STMP regarding its activities.

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13. Assignment. Except as otherwise provided herein, the duties and obligations of each of the parties shall not be assigned, delegated or subcontracted except with the express prior written consent of the other party.

14. Third Party Beneficiary. Except as otherwise stated, this Contract shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

15. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

16. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

17. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

18. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

19. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the parties.

20. Modification and Amendment

This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless

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agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

21. Venue

The parties agree that the exclusive venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

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STATE OF COLORADO:
BILL RITTER, GOVERNOR

PARTICIPATING POLITICAL SUBDIVISION:

By _____
William S. Taylor IV Date
Deputy Division Director for Central Services
Department of Personnel and Administration

By _____
Signature of Authorizing Official and Date

By _____
Lenora Kingston
State Travel Manager