

Amendment No. 2 to PO-10700-00017269

This is Amendment No. 2 to PO-10700-00017269, dated March 14, 2023, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Corporate Travel Management North America, Inc., a Delaware corporation ("Contractor" or "CTM"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. The purpose of this Amendment is:

1.1. To update Section 14 Rates

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:

1.1. Section 14 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

<u>Service</u>	<u>Fee per Transaction</u>
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Full-Service agent Booking Fee: ~~\$18.00~~ **\$18.54**

Hotel and car only agent assisted booking fee: ~~\$5.00~~ **\$5.15**

Online Booking (unassisted) Fee for CTM's Lightning Tool (can access the tool through CTM Portal): ~~\$3.00~~ **\$3.09**

Online Booking (unassisted) Fee for NuTravel, Concur and GetThere (can access the tool through CTM Portal): ~~\$5.00~~ **\$5.15**

Online Booking (agent assisted) Fee: Reverts to Full-Service agent Booking Fee (~~\$18.00~~) **\$18.54**

After Hours agent fee: ~~\$15.00~~ **\$15.45**

Online Direct Connect: ~~\$6.00~~ **\$6.18**

VPay Client Credit Card (per Hotel Bill) (via CTM Hotel Bill): ~~\$6.50~~ **\$6.70**

CTM Approve (this the automated pre-trip approval process where a Participating Entity can indicate which reservations they want to have approved; and when a reservation requires approval in order to be ticketed, Contractor will identify that, and an email is sent to the listed approver to either accept or decline the requested reservation (Approval Systems): ~~\$1.00~~ **\$1.03** per transaction.

Custom Reporting needed by Participating Entity that is not already available by Contractor: A one-time hourly fee will be quoted by the Contractor to the Participating Entity. Once the report is set up, there will be no extra charge to provide the report.

Human Resources Fee for Concur only (one time set up fee) ~~\$3,000.00~~ **\$3,090.00** and up, with the fee amount set forth in the applicable Participating Addendum.

Single Sign On (SSO) for Concur only (one time set up charge): ~~\$1,500.00~~ **\$1,545.00** and up, with the fee amount set forth in the applicable Participating Addendum.

Additional Services provided by Contractor via Contractor's portal at no extra cost to the Participating Entity/Traveler

1. CTM Portal (this is the portal where a Participating Entity will access reporting for its travel

- program and access to the OBT as well)
2. CTM Tracker and Risk and Alerts (this provides the automated tracking and the risk notifications that are sent to impacted Travelers)
 3. CTM Forecaster (part of the technology for budgeting for trips; it is accessed through CTM Portal)
 4. CTM Hotel Bill (Contractor's automated billing application)
 5. CTM Data (this displays the travel data which an Authorized User can access through CTM Portal)
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
 3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within 30 calendar days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
 4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Master Agreement, Contractor shall maintain, throughout the duration of this Master Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
 5. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.
 6. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Master Agreement.
 7. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - 7.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 7.2. Contractor is not subject to backup withholding because:
 - 7.2.1. Contractor is exempt from backup withholding,
 - 7.2.2. Contractor/Consultant has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - 7.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 7.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:

- 7.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
- 7.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
- 7.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- 7.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 7.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

Contractor: Corporate Travel Management North America, Inc.

Signature: Carol Hall Date: 6/18/2024

Printed Name, Title: Carol Hall SVP/GM

Federal Tax ID: 47-0355040 Oregon Tax ID: 0137425024

**The State of Oregon acting by and through its Department of Administrative Services,
Enterprise Goods and Services, Procurement Services**

Signature: John Anglemier Date: 06/18/2024

Printed Name, Title: John Anglemier State Procurement Manager

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:

Not Applicable

Signature: _____ Date: _____

Not Applicable

Matter: _____