

Amendment No. 3 to PO-10700-00017269

This is Amendment No. 3 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 1, Master Agreement and Order of Precedence.
 - 1.2. To extend the term of the Master Agreement to its allowable maximum.
 - 1.3. To update Section 8.3, Price Renegotiation.
 - 1.4. To remove Section 14, Rates, and add a new Exhibit E and E.1 to reflect rates and fees.

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:
 - 1.1. Section 1 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):
 - 1.1 Master Agreement. This Master Agreement consists of the following documents, which are attached to this Master Agreement and incorporated by this reference, and listed in descending order of precedence:
 - i. This Master Agreement less all exhibits,
 - ii. Exhibit C (Federal Terms and Conditions),
 - iii. Exhibit D (Security Requirements and Rider to Terms of Service),
 - iv. Exhibit A (Services ~~and Rates~~),
 - v. **Exhibit E (Rates(and E.1 (CTM ME Fee Schedule)**, and
 - vi. Exhibit B (Form Participating Addendum).
 - 1.2. Section 4 of the Master Agreement is replaced with the following:

4.1 Term. The term of this Master Agreement commences on March 14, 2023, and terminates on March 14, 2029. This is the maximum term allowable under State of Oregon Request for Proposals S-10700-00001827.
 - 1.3. Section 8.3 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):

8.3 Price Renegotiation. Contractor shall keep pricing specified in Exhibit A fixed for at least the first 12 full months of this Master Agreement. Thereafter, Lead State and Contractor may adjust pricing no more than once annually by written amendment. Contractor shall submit any pricing increase requests to Lead State in writing and provide

substantiating evidence that each request is based on demonstrable market changes impacting the cost of the Services. The request must show all proposed increases by line item and include supporting documentation acceptable to Lead State. Lead State may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. ~~However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Master Agreement. The increase may not exceed 3% of the price immediately before the increase.~~ Pricing changes will apply to Service Requests entered on and after the effective date of the pricing change.

1.4. Exhibit A is retitled, "Services."

1.5. Exhibit A, Section 14, is deleted and replaced with:

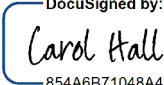
See Exhibit E, Rates, and its subpart Exhibit E.1. CTM ME Fee Schedule.

2. Exhibit E, Rates, and Exhibit E.1, CTM ME Fee Schedule, are added in the form attached as Attachment 1.
3. 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.
4. 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.
5. 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.
6. Contractor shall comply with all federal laws applicable to the Contractor and to the 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.
7. 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.
8. 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:
 - 8.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 8.2. Contractor is not subject to backup withholding because:

- 8.2.1. Contractor is exempt from backup withholding,
- 8.2.2. 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
- 8.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- 8.3. 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:
 - 8.3.1. 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
 - 8.3.2. 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
 - 8.3.3. 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
 - 8.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 8.4. 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:  DocuSigned by:
854A6B71048A405... Date: 3/5/2025

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: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2025.03.06 09:10:02 -08'00' Date: 6 March 2025

Printed Name, Title: Darwin Kumpula, Deputy State Chief Procurement Officer

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

Approved: Ellen D. Flint via email on February 26, 2025

Matter number: GF150-25

Amendment 3 Attachment 1

Exhibit E- Rates

An embedded version of Exhibit E-1 is attached for convenience:



Exhibit E_Cost Exhibit
.xlsx

Service	Revised NASPO Fee	
Full-Service Agent fee:	\$ 25.00	Per transaction
Online Transaction Fee:	\$ 4.17	Per transaction **Lightning Online Booking Tool (See below for other online tool pricing)
After Hours Fee (surcharge):	\$ 20.85	Per call
Hotel only booking <u>online</u> fee:	\$ 4.17	Per transaction **Lightning Online Booking Tool (See below for other online tool pricing)
Car rental only <u>online</u> booking fee:	\$ 4.17	Per transaction **Lightning Online Booking Tool (See below for other online tool pricing)
Hotel and car only <u>Agent Assisted</u> booking fee:	\$ 6.95	Per transaction
Additional Services and Cost		
Service	Revised NASPO Fee	
Online Tool -Lightning	\$4.17	Per transaction
Online Tool -Concur	\$9.00	Per transaction
Online Tool -NuTravel	\$9.00	Per transaction
Online Tool -GetThere	\$9.00	Per transaction
Hotel or car only booking via online tool (Concur, NuTravel, GetThere)	\$9.00	Per transaction
Online Agent Assistance -Revert to Offline Fee	\$25.00	Per agent occurrence
Online Direct Connect	\$6.00	Per transaction
VPay Client Credit Card	\$6.50	Per hotel
CTM Approve (Approval Systems)	\$1.00	Per reservation
Refunds	\$25.00	Any air ticket refunded

Preferred paid seat assignments.	\$15.00	This is only charged is a Traveler wants to purchase a premium seat. This a manual process where CTM has to reach out to the airline to obtain.
Meetings & Events	Additional services for meetings if needed	See attached pricing
Human Resource Fee (one time set up charge)		starting at \$3,000
Single Sign On (SSO) (one time set up charge)		starting at \$1,500
Implementation Fee per any account less than \$500k		\$1,500 per account
Customized sites	Standard OBT setup is included this is for customization of a site	Based upon SOW
CTM Portal		None - included in services
CTM Tracker and Risk and Alerts		None - included in services
CTM Forecaster		None - included in services
CTM Hotel Bill		None - included in services
CTM Data		None - included in services

Transaction is for each individual Traveler, the (a) issuance of any air ticket, regardless if resulting from an exchange, (b) issuance of any rail ticket for a single rail trip, regardless if resulting from an exchange, (c) any single car or hotel booking, regardless of the number of rental days or room nights, and/or (d) processing of credits, refunds, and/or partial refunds relating to a previously issued ticket.

Amendment 3

Attachment 1

Exhibit E.1- CTM ME Fee Schedule

An embedded version of Exhibit E-1 is attached for convenience:



Exhibit E1_2025
CTM ME Fee Schedu

Venue Sourcing & Contracting		
Our team of sourcing experts will apply your unique program objectives and parameters to deliver the ideal venue for your event. The service consists of managing the RFP process, providing options for consideration, requesting, and reviewing the contract, contract negotiations, and facilitating signatures.		
If there are fewer than 50 overnight rooms booked for your event, or non-commissionable rooms, our venue sourcing services are charged based on an hourly model.		
>50 ROOM NIGHTS	No charge	CTM M&E retains commission. *
≤50 ROOM NIGHTS	\$175.00, 4-hour minimum	CTM M&E retains commission, if applicable.
CTM M&E hourly rates will apply when multiple destinations are requested.		

Event Planning	Cost
A designated Event Planner is your single point of contact to plan and execute your exceptional event. They will serve as your project manager for all things related to your event and may include destination research/ site selection and vendor contracting; hotel room list management; coordination of function space, food & beverage, decor, entertainment, themed events, audio-visual, production, ground transportation, activities; budget oversight; reporting; and post-program reconciliation.	\$175.00 per hour planning fees 4-hour minimum
	On-Site management
	\$650.00 per staff, per day (Lead)
	\$600.00 per staff, per day (Travel Director)
	\$100.00 per day per diem- domestic \$120.00 per day per diem - international Plus, travel expenses

Registration: Attendee & Housing Management	Cost
CTM M&E's team of Event Technologists streamline every step of your delegate's journey through our comprehensive M&E products.	Group Size
Attendee Management: attendee communications (invitation, confirmation), special requests, modifications, cancellations, additions, session or activity management, registration type reporting and quality control and general assistance.	<100 \$50 per attendee
	101-300 \$46 per attendee
	301-500 \$42 per attendee
	501-1,000 \$40 per attendee
	1,000+ Custom Priced
Housing Management: managing hotel room blocks and reservations, rooming list management and contract compliance.	
Registration website build, client provided copy and graphics (CTM M&E event technology platform)	\$175.00 per hour, minimum \$4,375.00
Registration website build, custom design	\$250.00 per hour
Changes to live website	\$200.00 per hour

Rush Fee (content received within 14 days prior to launch)	\$500.00 per site
Mobile app	Custom priced based on scope
Badge On Demand	Custom priced based on scope
Pre-Printed Badges	Custom priced based on scope
Event Tech Suite Consulting	Cost
Cvent to Concur integration consulting	\$200.00 per hour
Event technology consultation, diagnostic of use case, request for proposal development and sourcing	
Registration template development or registration consultations	
Event technology workflow consulting	
Mobile App consultation	
Meeting Request Form (MRF) development	
API consultations and implementations (GDS, event technology)	
Strategic Meetings Management	Cost
Full-service meetings optimization planning which may include:	\$200.00 per hour
Diagnostics of current meeting portfolio, stakeholder engagement, hotel buying trends, approval vendors, workflow, approval process, payments/procurement/legal policies	
Meetings policy and/or SOP development	
Designated and dedicated staffing models available, priced upon request	
Monthly or ad hoc consultative services, account maintenance for compliance	
Analytics and insights development and management	

Transaction Fees (charged at Point of Sale)	Cost per Transaction
TravelQuote – domestic	\$35.00
TravelQuote – international**	\$45.00
Agent Assist – domestic	\$55.00
Agent Assist – international**	\$65.00
All other international destinations regardless of booking type	\$75.00

**International is defined as Europe, Canada, LATAM, Mexico, and Caribbean (excluding USVI and Puerto Rico).

Ancillary Fees	Cost
Event Air Designer – point of contact assigned to each group	Assigned
Group Track A/D manifests and/or Financial Reports Fee does not apply to the post-program reconciliation report.	Client self-serve. If CTM M&E generates the reports the cost is \$25.00 per report set.
TravelQuote site build	\$375.00 per site
Itinerary manually added to Group Track A/D manifests	Client self-serve
Itinerary added to Group Track by CTM M&E	\$125 up to 30 PNRs
Exchanges	See Transaction Fees
Voids	\$0.00
Refunds	See Transaction Fees
Ticket cancellations	\$25.00
Split form of payments	\$25.00
Seat assignments outside of GDS or paid for seats within GDS	\$10.00 per seat
Approval management	\$10.00 per approval
Non-GDS bookings (i.e. Frontier)	\$10 per PNR plus Transaction Fee
US Rail (Amtrak)	\$55
International Rail	\$65
Maximum capacity per flight management (If managed by CTM M&E)	Add \$10.00 to Transaction Fees
Certificate bookings	\$100.00
Emergency Services calls – travel within 72 hours	\$40.00
Emergency Services calls – travel outside of 72 hours	\$60.00
Ad hoc requests, i.e., airfare study, lift analysis, research, custom reports, ancillary project management, etc.	\$125.00 per hour
Block space management	\$250 per contract + transaction fees
Charter aircraft	Custom priced
Cybercharges/bulk cybercharges	5% plus \$125.00 per hour
Program cancellation after group set-up, before transactions begin	\$500.00
Program delays and early launches after agreed upon date – to be determined 5 days in advance of launch	\$1,000 per day
Implementation	
New Account implementation	Up to 3 hours included. \$150.00 per hour over 3 hours
Set-up of PNR integration with registration technology	\$150.00 per hour
On-site/Off-site Staffing – 30-day advanced notice required	
Flight Monitoring Technology	Included
Off-site support: Outside of business hours on travel dates (Rush fee applies within 30 days) **	\$150.00 per agent per hour
On-site Group Air Support (8 hours maximum) CTM M&E staffing ratio to be mutually agreed upon. General recommendation for planning is 1 CTM M&E employee to every 75-100 attendees and group air is 1 CTM M&E employee to every 150-200 attendees.	\$650.00 per person per day plus expenses. \$125.00 per hour for each additional hour. Daily F&B per diem \$100 domestic / \$120 international

Client to submit the Group Air Request Form (GAR) a minimum of:

- 90 days prior to launch date for programs booking through CTM M&E global offices, regardless of destination or number of attendees.
- 60 days prior to launch date for programs with >250 attendees, serviced by CTM M&E North America.
- 30 days prior to launch date for programs with <250 attendees, serviced by CTM M&E North America.

A \$500.00 rush fee will apply to programs requested within the minimum time frame above.