

Amendment No. 1 to PO-10700-00017269

This is Amendment No. 1 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 parties wish to correct scrivener errors in the Master Agreement.

AMENDMENT

The parties agree:

1. Section 3.2 of the Master Agreement, Scheduling and Booking, is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

3.2 Scheduling and Booking:

- ~~1.~~ **1.** The ability to access state-contracted, discounted fares and city pairs.
 - ~~2.~~ **2.** A level of service that can respond to high volume booking during peak times and ensure quality standards of performance are consistently provided.
 - ~~3.~~
 - ~~4.~~ **3.** Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.
 - ~~5.~~ **4.** Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
 - ~~6.~~ **5.** Offering the lowest available rates and fares for all travel reservations.
 - ~~7.~~ **6.** Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.
 - ~~8.~~ **7.** Assistance with, and reconciliation and resolution of, any problems associated with reservations and tickets (includes air, rail, lodging, and car rentals). This could include ensuring Travelers know what documents are required to travel (passport, tourist cards, and other documentation for foreign or domestic travel).
2. Exhibit C of the Master Agreement, PROVISIONS REQUIRED BY FEDERAL LAW, Section 9 Audit; Access of Records, sub section 9.2 is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

9.2 Records must be available as provided in Section ~~24~~ **21** of the Master Agreement.
 3. 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 Contractor's policy and practice.

4. 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.
5. Except as expressly amended above, all other terms and conditions of the Master Agreement 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.
6. Certification: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - a. The number set forth in the contract is Contractor's correct taxpayer identification number;
 - b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor 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
 - iii. The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - c. 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:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. 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
 - iii. 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
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - d. 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.

7. Signatures:

**CONTRACTOR: Corporate Travel
Management North America, Inc.**

By: Karen L Thorburn
Title: SVP/GM Pacific Region
Date: 7/6/2023
FEID # 47-0355040

**STATE OF OREGON, acting by and through
its Department of Administrative Services,
Procurement Services**

By: John ANGLEMIER John Anglemier
Title: DAS PS Procurement Manager
Date: 7/6/2023

Approved pursuant to ORS 291.047

By: Not applicable to this amendment
Assistant Attorney General
Date: N/A