

**PARTICIPATING ADDENDUM FOR
THE STATE OF OREGON**

NASPO ValuePoint
PARTICIPATING ADDENDUM
("ADDENDUM")



TRAVEL MANAGEMENT SERVICES
Lead by the State of Oregon

Master Agreement #: 7540

Contractor: **CORPORATE TRAVEL MANAGEMENT NORTH AMERICA, INC.**

Participating State: **STATE OF OREGON**

The following Products or Services are included in this Addendum:

- All Products and Services set forth in the Master Agreement, Exhibit A, Description of Services and Rates with the exception of the Additional Services under Section 1.6.1 of such agreement as specifically listed below.
- Reporting to be provided as per Exhibit C, in lieu of quarterly review services as set forth in the Master Agreement. An annual contract review shall still occur as outlined in the Master Agreement.
- The booking tool for State Agencies under the Department of Administrative Services authority is Concur. There will be a transition period of 1 year, wherein both NuTravel and Concur may be used.
- State Agencies under the Department of Administrative Services and ORCPP's can choose which booking tool within this contract they want to use. If they use Concur, the price per online transaction is \$4.00 if they use NuTravel the price per on-line booking is \$6.00.

The following Additional Services described in the Master Agreement, Exhibit A are not included in this Addendum:

"....."

1.6 Additional Services:

1.6.1 Services

- VPay Client CC: If requested by Traveler, virtual payment of hotel billing tied to Travelers credit card.
- VPay TMC CC: If requested by Traveler, virtual payment for hotel billing tied to Contractors credit card and billed back to them. (Limited to State of Ohio only) Trondent Pre-Trip: If the Participating Entity uses the booking tool Get There, this pre-tip feature can be turned on at the

- e) Any Ordering Document issued under this Addendum; and
- f) The Master Agreement and its exhibits and attachments.

Nothing in this Addendum limits the Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section applies.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon ("Authorized Purchasers"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tony Fuerte
Address:	2625 First Avenue South, Seattle, Washington 98134
Telephone:	206.674.4438
Email:	Tony.fuerte@travelctm.com

Participating State

Name	Kaliska King, CPPB, OPBC
Address	1225 Ferry St SE, Salem, Oregon 97301
Telephone	503.378.5332
E-mail	Kaliska.King@oregon.gov

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating State.

Participating State must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions. Please see Exhibit No. 1 attached hereto.

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Contracts or Requests for Service:** Any Contract or Request for Service issued by an Authorized Purchaser for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master

Agreement and this Addendum unless the parties to the Contract or Request for Service agree in writing that another contract or agreement applies to such Contract or Request for Service.

7. **Tax Compliance:** As set forth on Exhibit No. 2, Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (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; (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.

Any failure to comply with the provisions of this Section 8 constitutes a material breach of this Addendum and any Contract Request for Service issued under this Addendum. Further, any failure to comply Contractor's certifications set forth in Exhibit No. 2 also shall constitute a material breach of this Addendum and any Contract issued under this Addendum. Any failure to comply shall entitle DAS or Authorized Purchaser to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services or both.

In addition, DAS and Authorized Purchaser will report this Addendum or any Contract to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Addendum or any Contract issued by a state agency or (ii) exercising a right of setoff for any amounts that may be due and unpaid.

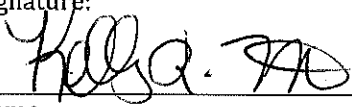
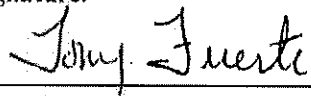
These remedies are cumulative to the extent the remedies are not inconsistent, and DAS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

8. **Pay Equity Compliance.** 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

9. Participating Addendum Integration: This Addendum and the Master Agreement set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Oregon Department of Administrative Services	Contractor: CORPORATE TRAVEL MANAGEMENT NORTH AMERICA INC.
Signature: 	Signature: 
Name: Kelly Mix	Name: Tony Fuerte
Title: Procurement Manager	Title: SVP-Gov Government North America
Date: 12/14/17	Date: 12/13/2017

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay, CPPB, CTGP
Telephone:	503.428.5705
Email:	thay@naspovaluepoint.org

*[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]*

