

**PARTICIPATING ADDENDUM FOR
THE STATE OF IOWA**

NASPO ValuePoint
PARTICIPATING ADDENDUM

TRAVEL MANAGEMENT SERVICES
Lead by the State of Oregon



Master Agreement #: 7540

Contractor: CORPORATE TRAVEL MANAGEMENT NORTH AMERICA, INC.

Participating Entity: STATE OF IOWA

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This Addendum covers the Travel Management Services led by the State of Oregon for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
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 Iowa. 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:	Corporate Travel Management North America Inc.
Address:	101 Edgewater Dr, Suite 110, Wakefield, MA 01880
Telephone:	888-781-5200
Fax:	781-496-2008
Email:	Matt.Cummings@travelctm.com

Participating Entity

Name:	State of Iowa
Address:	1305 E Walnut, Hoover Building, 3 rd Floor, Des Moines, IA 50319
Telephone:	515-725-2275
Email:	kelli.sizenbach@iowa.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

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

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Choice of Law and Forum: The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court for the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the State.

4.2 Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31



4.3 Discounts: Contractor's prices shall be agreed to in accordance with the NASPO ValuePoint Master Agreement and by Participating State by signing this Participating Addendum. The Contractor may offer, within written quotes, a lower price than the approved pricing for volume purchases or for competitive reasons.

4.4 Administrative Fee: The State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all service fees charged by the Contractor within the State of Iowa against this agreement. Such administrative fee shall be added to the Service prices specified in the NASPO ValuePoint Master Agreement. The administration fee due to the State of Iowa shall be paid 30 days after the Report Due date by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa – DAS/Central Procurement Bureau
Attention: DAS – CPFSE COO
1305 E. Walnut St.
Des Moines, IA 50319

- 4.5 Payment Terms: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
5. ***"Reserved"***.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa, 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.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.
8. Lease Agreements: ***"Reserved"***.
9. 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 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.
10. 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 Iowa	Contractor: Corporate Travel Management North America Inc.
Signature: 	Signature: 
Name: Helli Sizenbach	Name: Matthew Cummins
Title: Purchasing Agent	Title: GM
Date: 10/17/18	Date: 10/11/2018