

Amendment No. 4 to PO-10700-00017269

This is Amendment No. 4 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 ~~State~~ Services ("DAS SPS"), 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").

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:
 - 1.1. Exhibit A is removed and replaced with Revised Exhibit A
 - 1.2. Exhibit E, Rates, is replaced in its entirety in the form attached as Attachment 1.
 - 1.3. Exhibit E-1 is removed.
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 DAS SPS 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 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: DocuSigned by:
Carol Hall
854A6B71048A405... _____ Date: 2/12/2026

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: *J. Anglemier* _____ Date: 02/19/2026

Printed Name, Title: John Anglemier State Procurement Manager

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

Approved: Via email on February 11, 2026 by Ellen D. Flint.

Matter number: GF150-25

**Exhibit A to NASPO ValuePoint Master Agreement
Services and Rates
Travel Management Services Description of Services**

SECTION 1: GENERAL MANAGEMENT:

Contractor shall:

- 1.1 Have a process for ensuring that only Authorized Users are given access to applicable Supporting Contracts, including the process for new entities to set up an account for services. Supporting contracts will be the first option(s) offered to Travelers, including acceptance of required forms of payment per each supporting contract's terms and conditions.
- 1.2 Ensure all Passenger Name Record (PNR) are evaluated for accuracy and completeness at the time of set up.
- 1.3 Communicate all travel industry issues to each Participating Entity, Lead State, travel coordinators, and Travelers on a monthly basis or sooner if they are immediately affected. Communicating via email or the online reservation system any travel industry changes to each Participating Entity on a monthly basis or sooner if they are immediately affected.
- 1.4 Provide each Participating Entity with a dedicated Airlines Reporting Corporation (ARC) number, International Air Transport Association (IATA) number, and pseudo city code. Contractor is responsible for all associated fees and shall maintain ARC and IATA information at no cost to Lead State or any Participating Entity for the term of the Master Agreement.
- 1.5 Have the ability to hold travel reservations on behalf of the Traveler for 24 hours and void tickets within the 24-hour window if allowed by the airline policy, while following the requirements of the Airline Reporting Corporation (ARC).
- 1.6 Comply with the Participating States'/Entities' travel policies, when booking travel for Travelers, in accordance with the applicable Participating Addendum.
- 1.7 Verify rates and schedules before Traveler's departure date for all tickets issued. In the event carriers reduce fares, or the Participating Entity has negotiated a lower rate, Contractor will search out affected tickets and reissue them at a lower rate but inclusive of all change related fees and costs.
- 1.8 If applicable per the Participating States'/Entities' Travel Policy, work with Participating Entities and Travelers to track frequent flyer or reward numbers if provided by the Traveler.
- 1.9 Have after-hours contact information for Travelers or Participating Entities to contact Contractor outside of business hours as needed. After hours contacts must be able to assist the Traveler or Participating Entity with at least all the services listed above.
- 1.10 Travel Requirements. Contractor will use commercially reasonable efforts to research and notify Participating Entity and Participating Entity Travelers of any applicable requirements such as (a) visa, passport, and health documentation and (b) local and international laws, rules, or regulations for travel booked through Contractor based on guidance available to Contractor at the point of booking. Participating Entity and/or Participating Entity Traveler are fully responsible for being knowledgeable about and fulfill travel requirements.

- 1.11 Personnel Authorized to Purchase Travel. From time to time during the term hereof, Participating Entity shall provide Contractor, in an agreed upon secure manner (e.g., SFTP), with updated lists of Participating Entity Travelers and Participating Entity personnel authorized to: (a) purchase Services from Contractor; (b) book non-profiled travelers outside of Normal Business Hours; and/or (c) book non-profiled travelers using a Participating Entity business travel account (BTA) or other credit facility of Participating Entity.

1.11.1 Participating Entity must timely provide information to Contractor on who is authorized to (a) travel and (b) book travel for them. For example, if Mary Smith is an authorized traveler or authorized to book travel and she left Participating Entity but still booked travel with Contractor and Participating Entity had not updated its authorized personnel information with Contractor, Contractor would book her travel, and Participating Entity would be responsible for all cost associated with such booking(s).

SECTION 2: ONLINE BOOKING TOOLS AND RESERVATION PROCESS

- 2.1 Contractor shall provide multiple options for industry-wide recognized online booking tools (each an “online booking tool” or “OBT”) and allow each Participating Entity to choose the booking tool that provides the best value to them. Each booking tool must be fully supported and maintained for Participating States/Entities to choose from. Contractor shall provide at least Certify (NuTravel), Lightning and Concur booking tools.

Each booking tool must:

- 2.1.1 Allow booking air, car, rail and hotel, designate preferred carriers, incorporate GSA and preferred Supporting Contract rates, allows internet fare search, allows profile maintenance, personal and shared trip templates, is able to comply with each entities travel policies, able to have a hierarchy system for travel arrangers and approvers, and tracks and assist in lowering travel costs. This must include customized applications for approval and advanced planning, so that Participating Entities can customize workflows to meet their needs.
- 2.1.2 Provide real time search and booking capabilities, available 24 hours a day, 7 days a week, with no additional charge to maintain, set up, or customize the booking tool and downtime within agreed upon service level agreements. This must include the ability to have travel arrangers within the Participating States/Entities book travel on a Traveler’s behalf.
- 2.1.3 Offer customized applications for approval and advanced planning so that each Participating Entity can customize workflows to meet its needs.
- 2.1.4 Have the ability for Participating Entities, Travelers, travel arrangers, and Contractor to maintain Traveler profiles, with the capability of adding, maintaining user log in, changing or deleting profiles by users. In addition, Contractor shall have the SMART Portal accessible from any device without an application download.
- 2.1.5 Be accessible for viewing and booking on a smartphone or tablet, in addition to a

workstation desktop with a 98% up time annually.

- 2.1.6 Contractor shall provide on-line user support i.e. chat support, etc.
- 2.1.7 Online booking tool access must be secure; at least password protected with the ability to create a unique password and contain a ticket and payment authorization system.
- 2.1.8 Fully configurable to show Participating Entity's contracted rates and other travel services if applicable.
- 2.1.9 Provide reservation confirmation screens.
- 2.1.10 Permit the use of online changes to be made by the Authorized Purchaser (primary method) and the Global Distribution System (GDS) (secondary method).
- 2.1.11 Provide capability of saving trips, cloning trip, permit one-way, round trip, multi segments, and multi-traveler reservations.
- 2.1.12 List contracted lodging, air, car rental, and rail suppliers within the online booking tool.
- 2.1.13 Identify all state-contracted airfares and preferred travel vendors with an icon.
- 2.1.14 Permit the use of the major Airlines Reporting Corporation (ARC) (legacy carriers) and non-ARC (low cost carriers [LCC]) participating carriers.
- 2.1.15 Permit the use of online changes and exchanges (change-modify functionality) for non-ARC participating carriers.
- 2.1.16 Include a secure payment authorization system that allows for multiple billing/payment options for a Participating Entity to have available for its Authorized Users to select from, which must include payment by personal credit card and/or a business travel account (BTA).
- 2.1.17 Support a pre-trip approval process to obtain multiple levels of approval via an automated process, and capture information about travel arrangements at the time of booking, i.e. travel itinerary details and trip approvals.
- 2.1.18 Track and display onscreen to a Participating Entity unused ticket for all airlines by Traveler name, and provide residual value to the Participating Entity or Traveler as part of the booking process.
- 2.1.19 Support Participating Entity-specific policies identifying acceptable and non-acceptable travel rules.
- 2.1.20 Identify and display state certified green hotels with customized icons and sort by priority within the lowest rate available,
- 2.1.21 Ability to direct bookings to embedded or accommodated travel management services

(single sign on capability).

- 2.1.22 Provide full content and full functionality with non-ARC participating carriers.
- 2.1.23 Provide the capability to input and transmit a frequent flyer rewards program number at the time of reservation.
- 2.1.24 If requested by Participating Entity, be able to provide Travelers' records to Participating Entity for a minimum of 8 years from date of purchase or be able to accommodate a Participating State's retention rules, as this information will be the information of record for the Participating Entity.
- 2.1.25 Programming. Custom programming may be requested by Participating Entity and will be billed in accordance with Contractor's then current rate for such programming. Participating Entity is responsible for any and all travel or communication expenses incurred by Contractor in connection with any custom programming for the OBT provided by Contractor, subject to Participating Entity's travel and expense restrictions and any requirements that costs be authorized in advance. Contractor shall provide Participating Entity with a written scope of work setting forth the specific parameters and estimated cost for such programming and will not commence any programming work until Participating Entity has accepted and executed the scope of work.
- 2.1.26 Optional Features.
 - 2.1.26.1 General. If Participating Entity requests use of an optional feature offered (e.g., direct connect, single sign-on, HR data feed, etc.) for the OBT accessed through Contractor, additional charges may apply. Contractor shall make Participating Entity aware of, and the parties agree upon, any additional fee for an optional feature being requested by Participating Entity prior to such optional feature being activated on the OBT by Contractor for Participating Entity.
 - 2.1.26.2 Name Change Feature. Where available, an OBT may offer the functionality whereby a user can change the name of a Traveler for a reservation and/or profile. If Participating Entity authorizes use of such functionality for its users, Participating Entity may be held financially responsible for errors and/or fraudulent use which may occur using such feature, including for an airline debit memos, other airline charges issued against Contractor, or fees resulting from use of such feature.
 - 2.1.26.3 Guest Bookings Feature. An OBT may offer an optional *Guest Bookings* functionality whereby guest Travelers of Participating Entity or Participating Entity Travelers may make online bookings through the OBT. If Participating Entity authorizes use of such functionality for its users, Participating Entity may be held financially responsible for errors and/or fraudulent use which may occur using such feature, including for an airline debit memos, other airline charges issued

against Contractor, or fees resulting from use of such feature.

SECTION 3: CUSTOMER AND AGENT SERVICES

- 3.1 Contractor shall provide professional travel agent(s), and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. Contractor must maintain a Dedicated ARC number if applicable, International Air Transport Association (IATA) number, and pseudo code. Contractor is responsible for all associated fees and must maintain them at no cost to any Participating Entity for the entire term of the Master Agreement. Agent Services must include at a minimum:
- 3.1.1 Processing and issuance of a credit on downgraded exchanged tickets to a Participating Entity originally billed for the ticket. When a Participating Entity applies for a credit, Contractor will promptly process the necessary paperwork and the credit should be applied to the Business Travel Account (BTA).
 - 3.1.2 Ability to access state-contracted, discounted airfares and city pairs.
 - 3.1.3 Ability to assist Participating Entities to book vehicle and lodging reservations.
 - 3.1.4 Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.
 - 3.1.5 Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
 - 3.1.6 Offering the lowest logistical available rates and fares for all travel reservations. Include confirmation numbers and other pertinent reservation data on the Traveler's itinerary
 - 3.1.7 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.
 - 3.1.8 Ensure travel options delivered under the agent assisted transaction fee are identical to those obtained by a Participating State/Entity via the online reservation system.
 - 3.1.9 Book preferred seating and other requests for the Traveler, per the Participating State's/Entity's travel policy. The Traveler's preferences are identified in the Traveler's profile.
 - 3.1.10 Assistance with and reconciliation and resolution of any problems associated with reservations and tickets (includes air, rail, lodging, bus, motor coach services and car rentals).
 - 3.1.11 Ability to have access to a 24-hour seven day a week nationwide toll-free line must be available for emergencies.
 - 3.1.12 Provide customer service for all Participating Entities during the hours of 8:00 am to 5:00 pm, time zone to be per the Participating States/Entities time zones. After hours agents must be available 24 x 7 x 365 and have access to all of the Participating States/Entities information, Traveler information, and be able to assist with and book travel. After hours staff must be employees of Contractor, not a third party.
 - 3.1.13 Answer phone calls 90% of the time within 20 seconds. The abandon rate must be less than 3%.
 - 3.1.14 Investigate any service complaints received and provide a response within 48 hours to the Participating State/Entity or Purchasing Entity.
 - 3.1.15 Have staff available via these outlets 24/7: email, phone support, and assistance through a click to dial mobile application (when a mobile application is applicable).
 - 3.1.16 Notify Travelers via email, phone or text message confirmation of any itinerary

changes in flight, rail, or other travel schedules as soon as Contractor receives the information from the travel supplier, in no event longer than one hour from Contractor's receipt of the information. Any tickets, itineraries, and billings shall be modified or reissued to reflect changes, as necessary. Contractor will make adjustments for any airline schedule changes in travel, unless the airline makes the change at the airport due to a travel issue during travel.

- 3.1.17 Assist Travelers if a flight is sold out at the time of booking, if the Traveler can be and requests to be placed on a waitlist for that flight. If a seat becomes open the Traveler is to be placed on that flight. This applies to non-discounted or lowest cost flights only. Contractor is responsible for communication of wait status to these Travelers via email.

3.2 On-site Agent Services

Contractor shall provide and work with the Participating Entity if on-site professional travel agent(s) including equipment, and software access to book travel and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. These services must be the same services as otherwise described in This Exhibit A, unless otherwise agreed upon by the Participating Entity requesting on-site services. Data available to on-site agents and any booking tool used must adhere to security standards listed in the Master Agreement and any Participating Addendum. On-site services may also require additional physical and public health safety laws, rules, and policies be followed by on-site Proposer representatives.

Required elements for Contractor providing On-Site Agent Services specifically include the reporting Services outlined in Section 7 and the ability to handle high volume of requests, individual travel, group travel domestic and international and the ability to book all types of travel.

3.3 Scheduling and Booking:

Contractor staff and the online booking tool must be available to schedule, book, and ticketing air transportation, rail, rental car, motor coach, busses and hotel reservations, and other travel requirements as necessary, for individual and group Travelers traveling on behalf of a Participating Entity. Scheduling and booking may be done via phone or on-line.

Scheduling and Booking Services must include at a minimum:

- 3.3.1 The ability to access state-contracted, discounted airfares and city pairs.
- 3.3.2 A level of service that can respond to high volume booking during peak times and ensure quality standards of performance are consistently provided.
- 3.3.3 Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.
- 3.3.4 Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
- 3.3.5 Offering the lowest available rates and fares for all travel reservations.
- 3.3.6 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.
- 3.3.7 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).

3.4 Ticket Distribution

Contractor shall accurately distribute customized e-ticket itineraries and receipts at time of ticketing or booking, and process paper documents when electronic tickets are not available. Ticket Distribution Services must include at a minimum:

- 3.4.1 A quality control program to ensure reservations are correctly booked and documented, addressing at least: all necessary changes or adjustments in travel documents that may be required due to rescheduling on the part of a Participating Entity or on part of a Traveler prior to the trip or during the trip.
- 3.4.2 Automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest fare that meets the Traveler need.
- 3.4.3 Provide each Traveler and the Participating Entity with a complete electronic trip itinerary.
- 3.4.4 Comply with each Participating Entity-specific travel policies and trip approval requirements as specified by a Participating Entity or Authorized User.
- 3.4.5 Documentation of passenger name record with exception documentation, reason codes, and low fare comparison.
- 3.4.6 Provide booking and other relevant travel information via a mobile application. Examples include but are not limited to iPhone and Android platforms. Other platforms or specific devices may be added by Participating States/ Entities.

SECTION 4: ANNUAL LODGING REFRESH/SERVICES

4.1 Annually Contractor shall complete a solicitation process for recruiting and onboarding lodging providers, and management of its hotel directory. The solicitation process must integrate with the On-line Booking Tool and GDS Systems. This solicitation process must include using a system to send out room rate agreements and a central communication push to notify hotels of the opportunity. The annual refresh process should reflect:

- 4.1.1 Sending out instructions and assist hotels with loading their information into the booking tool and the GDS System.
- 4.1.2 Sending out communications to properties and maintain property directory that can be supplied to participants.
- 4.1.3 Government rate must be offered by respondents, and lower rates should be further negotiated when possible. If applicable, a Participating Entity many have agreements with hotels/motels for discounted government rates or is able to obtain lower rates than offered by Contractor, Contractor shall obtain such rates or lower rates. For current lodging per diem rates, refer to <http://www.gsa.gov/portal/content/104877>

4.1.3.1.1 In the solicitation request that each hotel includes at a minimum these features and amenities:

- a. Offer to Travelers and have available GSA per diem rates or lower for Travelers.
- b. Restaurant on site or nearby.
- c. Hotel location listed on booking site.

- d. Identify if airport shuttle service is available on state booking site including if there is a fee or not for this service.
 - e. Continental or full breakfast is included in room rate if applicable to hotel.
 - f. Internet services, at no cost preferred.
 - g. Business center access.
 - h. Meetings rooms available.
 - i. No blackout dates and last room available.
 - j. Environmentally friendly options are preferred.
 - k. Continuing to add hotel price agreements to negotiate state government rates and add to the hotel lodging program.
 - l. Lodging reservations, which includes initiating and confirming reservations and confirming the rate at which the reservation is made. When a reservation is completely canceled, Contractor is responsible for canceling the accompanying lodging reservations unless requested not to do so.
- 4.2 Contractor shall maintain a plan to mitigate lodging provider's unique payment needs if the room is pre-paid by someone other than the traveler. For instance, the need for a third-party credit card authorization form or direct bill account.
- 4.3 Include additional hotel information and rates on the booking tool system, including at a minimum:
- 4.3.1 GSA-Per-diem rate showing on each booking as the first option for Travelers.
 - 4.3.2 Seasonal per-diem rates and periods (if applicable).
 - 4.3.3 Year round per-diem rates are preferred.
 - 4.3.4 Flexible rates and discounted rates for local hotel/motel tax room availability.

4.4 Facilities/hotels with meeting rooms:

For facilities/hotels that have meeting room capabilities, Contractor shall assist a Participating Entity in booking a meeting space. The information that should be available to assist in booking is at a minimum:

- 4.4.1 Number of meeting and conference or board rooms.
- 4.4.2 Total square footage in meeting rooms, and how many seats fit in each room.
- 4.4.3 If catering is available.
- 4.4.4 If wireless internet is available in the meeting rooms.

SECTION 5: ADDITIONAL SERVICES DESCRIPTION AND ADDITIONAL ASSURANCES

Contractor shall:

- 5.1 Notify travelers of airport closings, flight status changes, weather delays, or any other travel related delays while the Traveler is in travel status, in a timely manner. Including communication for trips booked with the booking tool online and agent assisted.
- 5.2 Provide duty of care and travel risk services to all Participating States/Entities and Travelers. If a Traveler has booked or is traveling in a high-risk location, Contractor shall notify the Traveler and their employer via email that the Traveler is in a high-risk location(s); for example, security

or natural disaster threat. Traveler tracking with giving real time automated warnings and alerts, Travel and risk policy development, global risk analysis reports to the Participating Entity at their request, including pre-trip, while away, and post trip analysis, designation-based training strategy with Contractor staff to assist Travelers, IT Security and compliance testing where applicable, accommodation of Travelers special needs, in-house agent services available 24/7, duty of care is part of business continuity planning, integration with third-party extraction providers.

- 5.2.1.1 Providing credits or refunds for travel services not utilized within seven (7) days of the cancellation or change.
- 5.2.1.2 Issue credit to the Business Travel Account (BTA) on downgraded exchanged tickets to the Participating Entity originally billed for the ticket.
- 5.2.1.3 Offer and support multiple expense tools to Participating States/Entities to choose from for expense management, with invoicing, expense reporting and automated reimbursement included.

SECTION 6: WEBSITE

- 6.1 Contractor shall develop and maintain a user-friendly website where Authorized Users log in for government travel. The website will direct users to the appropriate travel sites (i.e. online booking tool, reporting tool), provide training, ensure compliance with the applicable Participating State's/Entity's travel policy, include any Participating State's/ Entity specific travel information, forms (if applicable), include single sign on capabilities, FAQ's, travel news, updates and other helpful travel information. The website approach and plan must include customized sub-sites for the following entities at no additional charge:
 - 6.2 NASPO ValuePoint Sub-site (including Lodging):
 - 1. Entity and State-specific sub-sites.
 - 2. Access to the NASPO ValuePoint discounted travel agreements (rental car, lodging, etc.).
 - 3. Sub-sites must be configurable to meet a Participating Entity's Authorized User profiles.
 - 4. List NASPO ValuePoint Lodging Program properties and hotels first preference, and then the Participating Entity contracted hotels.
 - 6.3 NASPO Lodging Only Website:
 - 6.3.1.1 Pursuant to the provisions of this Master Agreement, Contractor, at no additional cost, shall maintain a website for the NASPO Lodging Only program on the NASPO website. The NASPO Lodging Only program is intended for use by Participating Entities/States and Travelers ("Authorized User"). Contractor shall grant each Authorized User a personalized log in for access to the website for booking travel.
 - 6.3.1.2 A Participating Addendum with NASPO is not required for the NASPO Lodging Only Website.
 - 6.3.1.3 Allow access to lodging rates only to other Travel Management Contractor's through the GDS if requested by a Participating State/Entity and approved by the Lead State. If this is not approved by the Lead State, the requesting Participating State/Entity must obtain a

log in from Contractor to book Lodging through the NASPO Lodging Only Website.

SECTION 7: REPORTING

7.1 Contractor shall provide any reports requested by the Participating State/Entity, in the format requested by the Participating State/Entity. This could include upon Participating State/Entity's request, Contractor providing customized or other reports, such as: hotel activity report, air activity report, executive summary report, emissions report, and fare savings report. Reports can be run and delivered via email on a customized schedule.

7.1.1 Unused Ticket Reports

At the time of ticketing, ensure credits are used toward new reservations if the credit is cost effective to use and if the Traveler is booking online that the Traveler's profile will prompt them a credit is available. Carrier fees may apply to the Participating Entity with using these tickets.

7.1.1.1 Upon request, make name changes and refunds when available.

7.1.1.2 Process the necessary paperwork and refund an unused refundable ticket less the transaction fee when a ticket is submitted for a refund. Contractor shall credit all refunds back to the original credit card or other payment means originally used to pay for the ticket.

7.1.2 Accounting

Contractor shall ensure reports are available to the Participating Entity/States that include but are not limited to expense tracking, billing codes, vendors, volume, and travelers by state or by agency. These reports can be requested at any time by the Participating Entity.

SECTION 8: IMPLEMENTATION/ONBOARDING AND TRANSITION

8.1 Transition

Contractor shall work with each Participating State/Entity or Purchasing Entity to create a transition plan for ease of implementation of subsequent contractors should the need arise at the end of the Master Agreement term or Participating Entity Participating Addendum term, if applicable. Each Transition Plan should be updated or reviewed annually. The Transition Plan must be agreed upon between the Participating State/Entity and Contractor. Contractor and the Participating State/Entity should both have a copy of the plan, including any agreed upon updates.

Knowledge Transfer: Contractor shall play an important role in providing knowledgeable human resources during any transitional period to ensure uninterrupted operations and availability of the Services and information.

Documentation: Contractor shall make applicable documentation and data available upon request to assist in the execution of any transition plan upon Master Agreement/Participating Entity's Participating Addendum termination or expiration. Contractor is responsible for developing and maintaining documentation at all times during the Master Agreement /Participating Entity.

8.2 Implementation

8.2.1 Contractor shall work with the Participating State/Entity to create an implementation plan that includes but is not limited to:

- A kickoff meeting, setting milestones and timelines
- Service configuration
- Finance and accounting
- Technology
- Infrastructure
- Travel management
- Trainings
- Online Booking tools
- Testing, review, and approval by Participating Entity
- Go live date and ongoing support

8.2.2 Update the implementation plan as needed and tasks are completed.

8.2.3 Assign a contact for the Participating State/Entity to work with and have progress meetings as needed.

8.2.4 8.2.4 Submit the implementation plan to the Participating State/Entity, go over it with them to ensure it meets their need. Make edits as needed or requested.

8.2.4.1 Once the plan is approved by the Participating State/Entity, move forward with the plan as agreed.

8.3 Re-Implementation

Contractor shall assist each Participating State/Entity in making changes to their travel programs if needed. Contractor shall work with the Participating State/Entity to create a re-implementation plan to accomplish the changes.

8.4 Disengagement

Contractor shall assist a Participating Entity in to transition from Contractor's Services to a subsequent solution in accordance with Section 8.1. Contractor will provide a de-implementation plan to cover financials to ensure they are up to date, transition unused tickets, etc. and use commercially reasonable efforts for a smooth transition to the new service provider. Examples of items covered in a de-implementation plan would be the last date Contractor should ticket, what date the traveler profiles should be deleted, what date will the Participating Entity profile be deleted, and if Participating Entity requires any post-termination support such as supporting exchange ticketing.

SECTION 9: DATA MANAGEMENT

9.1 Contractor shall adhere to data management practices that comply with at least the following.

9.1.1 Data Management and Security

Contractor shall adhere to a security program that is based on industry best practices and is aligned with NIST 800-53 (Moderate), COBIT, ISO 27001 and 27002, and SSAE 18 guidelines, and the requirements and Contractor representations of this Master Agreement. As part of the security program, Contractor follows a policy, standard and procedure format for establishing, updating, and adhering to policy and procedures for the governance of security and data protection.

Contractor shall provide to the requesting entity a copy of its annual security review of processes and attestation of compliance, specifically including Contractor's SOC 2 Type II reports for its Services, including applications and the associated environments, and PCI Attestation of Compliance (AOC), at the request of Lead State or a Participating Entity.

9.1.2 Profile Data

Contractor shall ensure Purchasing Entity Data including PII and PCI related data is encrypted at rest and during transmission across public networks, including the secure handling of encryption keys, segregation of duties, data retention, and secure key management processes.

Specifically, regarding Purchasing Entity Data that is Traveler profile data, data is retained for active Travelers, per established data feeds with Purchasing Entity(ies)'s human resources (HR) systems, based on active employment with the applicable Purchasing Entity. In the absence of such HR feeds, profile data is maintained for the life of the Participating Addendum. All Traveler profile data is classified as Client PII in accordance with Contractor's policy and is accorded the highest level of security per Contractor's policy.

9.1.3 System and Data Management

Contractor has an established patch and vulnerability management process that identifies and repairs any gaps or vulnerabilities within Contractor's network and applications. This process is further defined within the policies and standards that are included within Contractor's security program and is assessed during the annual security evaluation and external accreditation processes.

SECTION 10: TRAINING

10.1 Contractor shall provide training at no additional charge to Participating Entities, the Lead State and NASPO ValuePoint, that includes:

5. Online booking tool sessions;
6. Webinars;
7. On-site, video and phone;
8. Reporting;
9. Online user support;
10. Printable user guides/tutorials for travel administrators, travel coordinators, and Authorized Users;
11. Presentations including preparation and planning.

12. These trainings must highlight step-by step-on how to make a reservation from start to finish, highlight features and benefits of the booking tool and any other components the Participating State/Entity has requested. In addition to delivered reports, designated NASPO ValuePoint or Lead State site administrators will receive training on reporting tools so they can retrieve travel spend data whenever the need arises. All reports or other reporting tool reports can be formatted in PDF format, Excel, Rich Text, or Word.

SECTION 11: BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

- 11.1 Upon request, Contractor shall deliver to Lead State an “Executive Summary” of its Business Continuity Plan and Disaster Recovery Plan, including in the plan how each booking tool will respond, if separate, ensuring that all critical business needs are met in the event of an emergency or disaster and addressing the following:

1. Data facilities that exceed natural disaster code – including earthquakes and tornados.
2. Fully redundant system, including server build outs, intelligent load balancing, and excess capacity configurations to ensure that failure of a single component does not disrupt the entire environment and ensures communications integrity, in the event one or multiple offices are taken offline.
3. Redundant power, emergency systems, fire detection.
4. Back up and restoration procedures for full recovery of the production environment automated disk to disk and duplication of local disk array to a remote data center
5. Staffing and Communication plans.
6. Pandemic Response procedures and communication plan.
7. Mandatory recovery procedure review
8. Ransomware response plan
9. Business continuity and disaster recovery test plan
10. Contingency Plan for subcontractor / supporting vendor outage or significant incident.

- 11.2 Contractor shall maintain and update its Emergency and Disaster Recovery Plan as necessary. The plan must address the requirements of this Section 11.2.

11.2.1 Server/Power Failure

Contractor’s services must provide multiple locations with back up servers, such that if one office is down another is able to assist, and customers will not see an interruption in services or access to their booking tool(s) and profiles. In the event a disaster or failure happens, Contractor shall work and communicate with the affected Participating States/Entities, Traveler(s), and Lead State’s Contract Administrator.

11.2.2 Disaster Recovery Plans

Contractor’s Disaster Recovery Plan must include processes and procedures for responding to extraordinary events or circumstances, whether or not foreseeable, beyond the reasonable control of Contractor, including at least the following types of emergencies: Malware / ransomware attack, denial of service, nature events (storms, earthquake, floods, and tornados), public health issues (e.g., pandemics) and hostile government acts and acts of terrorism (911 and the airspace shutdown).

11.2.3 **Communication**

In the event a disaster or failure happens, Contractor shall work and communicate with the affected Participating States/Entities, Traveler(s), and the Contract Administrator.

11.2.4 **Returning Funds during a Disaster incident**

Contractor shall provide reasonable commercial assistance to enable Participating States/Entities, Traveler(s), and Lead State to receive a refund or any other appropriate redress from a travel supplier in connection with the Services, per the applicable travel supplier's terms and conditions.

SECTION 12: CHARGES FROM TRAVEL SUPPLIERS

12.1 Participating Entity is responsible for all chargebacks and will reimburse Contractor for travel supplier charges (e.g., airline debit memos) issued against Contractor as a result of Participating Entity or Participating Entity Traveler denying credit charges for Services previously authorized for charge by Contractor pursuant to a Contract.

12.2 Failure to Follow Travel Supplier Rules / Unauthorized Booking Practices. Unless due to a booking error or fraudulent booking by Contractor, Participating Entity is responsible to pay for all airline debit memos, penalties, billings, charges, etc. attributable to Participating Entity's failure to follow the established rules of a travel supplier (e.g., an airline's Contract of Carriage) and/or a booking practice not authorized by the travel supplier (whether booked through a travel advisor or via an OBT).

12.2.1 The rules of the travel suppliers are provided by each applicable travel supplier. For example: If a Traveler books a flight on United, United's rules are printed on the Traveler's itinerary.

12.2.2 When Contractor makes a booking for a Traveler, Contractor's ARC number is used for such travel arrangement, and the airline debit memo, penalty, billing, charge, etc. is therefore issued against Contractor. Contractor shall pay for any airline debit memo, penalty, billing, charge, etc. that is the result of Contractor's unauthorized actions or errors or omissions, and Participating Entity is responsible any airline debit memo, penalty, billing, charge, etc. that is the result of Participating Entity's and/or its Traveler's actions, or errors or omissions. Contractor will provide notice and supporting information to Participating Entity on any airline debit memo, penalty, billing, charge, etc. perceived to be the responsibility of Participating Entity under this section prior to invoicing Participating Entity for such amount or deducting such amount from any amounts due to Participating Entity from Contractor.

12.2.2.1 By way of example, booking practices not authorized by travel suppliers include, but are not limited to, non-cancellation of unwanted non-refundable airline reservations within 24 hours, booking and cancelling the same reservation multiple times, the booking of unmarried segments or back-to-back, duplicative, fraudulent,

fictitious or speculative bookings in violation of the travel supplier's booking policy.

12.3 **Disclaimer**

12.3.1 Contractor, in booking travel reservations, issuing airline tickets and other travel documents, and otherwise procuring travel services from travel suppliers for Participating Entity, acts in the capacity of an independent contractor and not as an agent of any travel supplier. Travel suppliers are the airlines, hotels, rental car companies, etc. (i.e., the United Airlines, Hilton hotels, and Enterprises of the world) and may have their own terms and conditions related to the purchase of travel.

12.3.2 For example: If Participating Entity has Contractor book an airline ticket from United, then United may present its terms and conditions.

12.4 Contractor does not guarantee or ensure the travel services to be provided by any travel supplier and assumes no responsibility for any acts or omissions of any travel supplier or other third party. If a travel supplier defaults prior to providing any travel service for which payment has been made, recourse is responsibility of travel supplier and Participating Entity will have no right of recovery against Contractor, to the extent cancellations or refunds are not made available through it. Contractor shall provide reasonable commercial assistance to Participating Entity to enable Participating Entity to receive a refund or any other appropriate redress from a travel supplier in connection with the Services.

12.5 Contractor will not be liable for any fluctuation in price or change in schedule or equipment or accommodation for any travel service of a travel supplier which occurs subsequent to booking of and/or payment for such travel service. Contractor disclaims any and all liability for errors or bias in reservations, fares, or other information provided by any automated travel supplier, GDS, or other reservation system unless such error or bias in reservations, fares or other information is the result of a booking error by Contractor.

SECTION 13: PROGRAM OUTREACH AND MANAGEMENT

13.1 **Annual Review Meetings**

Contractor shall meet with the Lead State's Master Agreement Contract Administrator at least annually to go over the program performance.

13.2 **Program Outreach**

Contractor shall promote the use of the Master Agreement, including but not limited to what opportunities and/or challenges does Contractor see in working with NASPO ValuePoint, steps to increase on-line booking usage and what goals Contractor has to meet in the first year if awarded a contract.

Amendment 4- Revised Exhibit E Costs



Amend 4 Exhibit
E_Cost_Final.xlsx

Attachment 1 to Amendment 4
Exhibit E - Rates

REVISED- Rates- Amendment 4		
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 online fee:	\$4.17	Per Transaction **Lightning Online Booking Tool (See below for other online tool pricing)
Car rental only online booking fee:	\$4.17	Per Transaction **Lightning Online Booking Tool (See below for other online tool pricing)
Hotel and car only Agent Assisted booking fee:	\$6.95	Per Transaction
Additional Services and Cost		
Service	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 Booking Assistance** - Revert to Offline Fee	\$25.00	Per assistance occurrence
Online Direct Connect	\$6.00	Per Transaction
VPay Client Credit Card	\$6.50	Per hotel
CTM Approve (Approval Systems)	\$1.00	Per reservation
Hotel rate loading	\$25.00	Per hotel
Non-GDS segments surcharge	\$15.00	Per Transaction
Refunds	\$25.00	Any air ticket refunded

Preferred paid seat assignments.	\$15.00	This is only charged if 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- CTM ME Fee Schedule
Human Resource Feed (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 scope of work
Custom reporting	Standard reporting is included, this is for any custom reporting requested	Based upon scope of work
CTM Portal		None - included in services
CTM Tracker and Risk and Alerts		None - included in services
CTM Forecaster		None - included in services
CTM Data		None - included in services

Pricing Notes:
<p>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 MCOs, credits, refunds, and/or partial refunds relating to a previously issued ticket.</p>
<p>**Assistance provided by CTM personnel to an online reservation (e.g., contact with CTM via telephone calls, emails or pursuant to remarks noted in the PNR, online exchange, modification or update to a booking, ticket verification, resolution of rejection and/or payment, technical support for the OBT, etc.).</p>
<p>If Participating Entity opts not to use the self-service invoice retrieval solution, an Offline Transaction fee will apply for any retrieval assistance (e.g., invoices, travel documents, etc.).</p>
<p>Pass Through Fees are the responsibility of and will be paid by Participating Entity. Pass Through Fees are any charge assessed by any of the Travel Vendors, a GDS, online providers, and/or other third-party vendors in connection with the Services (e.g., upgraded seats, baggage fees, prepaid ticket charges, ticket exchange fee, refund fee, New Distribution Capability (NDC) content, GDS content fees, direct connect fees, visa/passport costs, foreign consulates or embassies costs, merchant or other fees/costs charged by credit card companies, etc.).</p>
<p>Participating Entity must provide CTM with a credit card or BTA to keep on file for use by CTM for credit card declines for (A) air, car, and hotel only transaction fees and (B) hotel direct bill charges.</p>
<p>*Until GetThere is sunset by Contractor (currently anticipated Q126). Contractor will support until transitioned to new Online Tool. As of June 1, 2025, a new Participant may not elect GetThere as the Online Tool it will utilize hereunder, nor may any existing Participant elect to move onto GetThere.</p>

CTM ME Fee Schedule		
Venue Sourcing & Contracting		
<p>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.</p> <p>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.</p>		
>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.
<p>CTM M&E hourly rates will apply when multiple destinations are requested.</p>		

Event Planning	Cost
<p>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.</p>	\$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
<p>CTM M&E's team of Event Technologists streamline every step of your delegate's journey through our comprehensive M&E products.</p> <p>Attendee Management: attendee communications (invitation, confirmation), special requests, modifications, cancellations, additions, session or activity management, registration type reporting and quality control and general assistance.</p> <p>Housing Management: managing hotel room blocks and reservations, rooming list management and contract compliance.</p>	<p style="text-align: center;">Group Size</p> <p><100 \$50 per attendee</p> <p>101-300 \$46 per attendee</p> <p>301-500 \$42 per attendee</p> <p>501-1,000 \$40 per attendee</p> <p>1,000+ Custom Priced</p>
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: 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	\$200.00 per hour

Transaction Fees (charged at Point of Sale)	Cost
Travel Quote – domestic	\$35.00
Travel Quote – 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.
Travel Quote 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	Cost
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	Cost
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 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.