71 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 6, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Corporate Travel Management North America, Inc. (VC#371533), Houston, TX, in an amount up to and not to exceed $1,487,314.00 for travel services through a participating agreement (PA) with the National Association of State Procurement Officials (NASPO) Value Point Master Agreement PO-10700-00017269 effective upon Governor and Executive Council approval through August 31, 2028.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2712-23 on November 17, 2022, with responses due on December 6, 2022. This RFB reached ten vendors through the NIGP registry with an additional three directly sourced. There were five compliant responses received with Corporate Travel Management North America, Inc. (CTM) providing the lowest cost. A comprehensive review of the results of RFB 2712-23 determined that a cost savings opportunity existed when compared to published pricing under the NASPO cooperative contract; CTM responded to RFB 2712-23 with a total fee unit cost of $41.26 where this requested contract under NASPO, with CTM, features a $36.00 total fee unit cost.

The requested price limitation of $1,487,314.00 will cover the full term of this requested contract. It is important to note that actual fees for this requested contract are forecasted to be $42,087.25 whereas the majority of spend is passthrough expenditures for the forecasted cost of agency travel accommodations at $1,445,235.75. Forecasted passthrough expenditures are, in all instances, the lowest cost available for individual agency travel needs and circumstances. As well, the Bureau of Purchase and Property has determined, as per the Consumer Price Index

(CPI) for the past quarter, that airfare prices overall have declined by 8.1% which supports the overall forecast.

Contract financials (5-year term)		
Spend (2022-2023)	$	16,831.30
Average annual spend	$	8,415.65
Term spend forecast (5 year)	$	42,078.25
Sub total	$	42,078.25
Passthrough funds -Travel expenditures		
Average annual travel spend	$	289,047.15
Term spend forecast (5 year)	$	1,445,235.75
Sub total	$	1,445,235.75
Recommended price limitation	$	1,487,314.00

Based on the foregoing, I am respectfully recommending approval of the contract with Corporate Travel Management of North America, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Corporate Travel	Agency		Statewide		
RFB#/Comparison	2712-23/Comparison	Requisition#		N/A		
Agent Name	Carrie L. Martin	Bid Closing		12.6.2022		

UOM	Product Description	CTM Travel (NASPO) Included for reference	CTM Travel	Sunward Travel	Milne Travel	SNVA	Milovat
		Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
EA.	Agent Assisted Booking Fee	$18.00	$20.20	$17.00	$40.00	$20.00	$250.00
EA.	Online Booking Fee	$3.00	$6.06	$0.00	$0.00	$10.00	$250.00
EA.	Re-Issue Fee	$0.00	$0.00	$17.00	$0.00	$25.00	$175.00
EA.	After Hours booking	$15.00	$15.00	$15.00	$14.00	$15.00	$250.00
	TOTAL	**$36.00**	**$41.26**	**$49.00**	**$54.00**	**$70.00**	**$925.00**

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Contract
Term of Contract	3 years
Price Limitation	N/A
Number of Solicitations Received	5
Number of Sourced Bidders	3
Number of NIGP Vendors Sourced	10
Number of Bid Declines (with reason)	0
P-37 Checklist Complete	Yes
D&B Report Attached	N/A
Terms of Payment (P-card/ACH)	P-Card
FOB Delivered	YES

Special Notes:	The above information is referential material pointing to the cost savings opportunity based upon CTM Travel through NASPO vs. the results of RFB 2712-23.

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NASPO ValuePoint

PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the State of New Hampshire, acting by and through the Department of Administrative Services ("Participating State"), and Corporate Travel Management North America, Inc., a Delaware corporation with a principal office address located at 2120 South 72nd Street, Suite 700, Omaha, Nebraska 68124 ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the State of Oregon, acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the NASPO ValuePoint Master Agreement (PO-10700-00017269) dated March 8, 2023 (the "Master Agreement"), wherein Contractor agreed to furnish Travel Management Services to Participating Entities upon the terms and conditions set forth in the Master Agreement;

WHEREAS, Participating State is a member of the NASPO ValuePoint Purchasing Program; and

WHEREAS, Participating State seeks to engage the Travel Management Services offered by Contractor under the Master Agreement, subject to the terms and conditions of this Participating Addendum;

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Scope. This Participating Addendum covers the participation of Participating State in the Master Agreement by and between Contractor and the State of Oregon. This Participating Addendum covers all of the Travel Management Services offered by Contractor through the Master Agreement. The Parties agree to the terms and conditions of the Master Agreement, subject to the terms and conditions of this Participating Addendum.

2. Participation. The Master Agreement may be used by any agencies eligible to use statewide contracts within Participating State. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Department of Administrative Services.

3. Primary Contacts. The Parties' respective primary points of contact for this Participating Addendum are the individuals named below as follows:

3.1 Contractor.

Name:	Carol Hall or Lynn Kerntz
Address:	2120 South 72 Street, Suite 700, Omaha, NE 68124
Telephone:	402-399-4500
Fax:	
Email:	Carol.Hall@travelctm.com Lynn.Kerntz@travelctm.com

3.2 Participating State.

Name:	Carrie L. Martin
Address:	25 Capital Street Concord, NH 03301
Telephone:	603-271-0574
Fax:	603-271-2700
Email:	Carrie.L.Martin@das.nh.gov

4. Participating State's Modifications and Additions to the Master Agreement. The relationship between Participating State and Contractor under the Master Agreement shall be subject to the terms and conditions set forth on Schedule 1 attached hereto and incorporated herein by reference.

5. Purchasing Entity; Contractor Selection. This Participating Addendum is not exclusive, and Participating State may acquire the same Services contemplated by the Master Agreement and this Participating Addendum from other third parties.

6. Request for Services. Any Request for Services placed by Purchasing Entity for a Service available under this Addendum will 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 resulting contract agree in writing that another contract or agreement applies to such Request for Services.

7. Merger. This Participating Addendum, together with the Master Agreement, is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Participating Addendum, and no Party is relying on any promise, agreement, or understanding not set forth in this Participating Addendum. This Participating Addendum may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

8. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires, also to its owners,

members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Participating Addendum, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

9. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 *et seq.*, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS, WHEREOF, the Parties have executed this Participating Addendum as of the date adjacent to their respective signature set forth below.

Participating Entity:	Contractor:
Signature:	Signature: DocuSigned by: Carol Hall 854A6B71048A405...
Name: Charles Arlinghaus	Name: Carol Hall
Title: Commissioner	Title: Senior Vice President & General Manager
Date: 8/21/23	Date: 8/11/2023

[Additional signatures may be added if required by the Participating Entity]

Approval by the Attorney General

By: On: 8/23/23

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspo.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.]

NASPO ValuePoint
PARTICIPATING ADDENDUM
TRAVEL MANAGEMENT SERVICES
Master Agreement No.: PO-10700-00017269
Led by the State of Oregon

NASPO ValuePoint

SCHEDULE 1
STATE SPECIFIC TERMS AND CONDITIONS

1. Incorporation of Master Agreement. The terms and conditions of the Master Agreement are incorporated herein by reference and made a part hereof as if set out in full herein. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Agreement and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

2. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").

3. Term. The initial term of this Participating Addendum shall begin on the Participating Addendum Effective Date and end on March 13, 2025, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.

4. Termination. In addition to its termination rights under the Master Agreement, Participating State may terminate this Participating Addendum, in whole or in part, without cause at any time upon thirty (30) calendar days written notice to Contractor.

5. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum are conditioned upon Participating State receiving sufficient funds, allotments, or other expenditure authority to allow Participating State to meet its obligations hereunder. In the event of any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Travel Management Services under this Participating Addendum immediately upon written notice to Contractor.

6. Reports. Contractor shall submit quarterly reports to Participating State on a quarterly basis throughout the term of this Participating Addendum. Each quarterly report shall be due no later than thirty (30) calendar days after the last day of each calendar quarter. Each quarterly report shall include, at a minimum, the following:

a. Complete and accurate details of all sales (or refunds) for the reporting period; and

b. Such other information as Participating State may reasonably request.

In the event that no reportable transactions occurred for the reporting period, Contractor shall submit a quarterly report for that period indicating that there are "no sales for the reporting period" or other words of similar import.

7. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law, RSA 91-A:1 *et seq.*

8. Independent Contractor. Contractor shall act at all times as an independent contractor, and not as an agent or employment of the Participating State, in performance of its obligations under this Participating Addendum. Contractor shall not have any authority to legally bind Participating State. Neither Party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as expressly provided for herein or authorized in writing by the Party to be bound.

9. Access to Records. Contractor will maintain all fiscal records relating to this Participating Addendum in accordance with generally accepted accounting principles and will maintain all other records relating to this Participating Addendum in such a manner as to clearly document Contractor's performance hereunder. Participating State shall have access to such fiscal books and records of Contractor which relate to this Participating Addendum to perform examination and audits and make excerpts and transcripts. Contractor will retain and keep accessible all such fiscal books and records writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Participating Addendum, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Participating Addendum, whichever date is later.

10. Insurance. Contractor shall, at its own expense, obtain and continuously maintain in full force throughout the term of this Participating Addendum, the following types of insurance coverage:

a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than One-Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two-Million and 00/100 Dollars ($2,000,000.00) in the aggregate;

b. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum with limits not less than Five-Hundred Thousand and 00/100 Dollars ($500,000.00) per accident.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 10 before providing any Travel Management Services pursuant to the Master Agreement and this Participating Addendum.

11. Indemnification. Notwithstanding any terms and conditions in the Master Agreement to the contrary, Contractor shall indemnify and hold Participating State harmless from and against, and to reimburse Participating State for, any and all liabilities, penalties, assessments, judgments, claims, demands, debts, obligations, fines, damages, losses, fees and expenses, including attorney's fees and litigations costs, suffered or incurred by Participating State arising from any acts or omissions of Contractor in the performance of its obligations under this Participating Addendum. Nothing contained herein shall be construed as a waiver of

Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 11 shall survive the termination of this Participating Addendum.

12. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective Primary Contract set forth above in Paragraph 3at the first page of this Participating Addendum.

13. Heirs, Successors, and Assigns. The promises and covenants herein contained shall bind, and the benefits and advantages shall inure to, except as herein specifically limited, the respective heirs, successors, and assigns of the Parties.

14. Governing Law. The Parties acknowledge and agree that this Participating Addendum and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

15. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Participating Addendum, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Participating Addendum shall be in the state courts of the State of New Hampshire.

16. Severability. If any term or condition of this Participating Addendum or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Participating Addendum, or the application of such term or condition to the parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Participating Addendum shall be valid and enforceable to the maximum extent permitted by law.

17. Waiver. No delay on the part of Participating State in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Participating State of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification, or waiver of any of the provisions of this Participating Addendum be binding upon Participating State except as expressly set forth in a writing duly signed and delivered by an authorized agent of Participating State. No action of Participating State permitted hereunder shall in any way affect or impair the rights of Participating State or the obligations of Contractor under this Participating Addendum.

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CORPORATE TRAVEL MANAGEMENT NORTH AMERICA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 02, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **673727**
Certificate Number: **0006293270**

IN TESTIMONY WHEREOF.
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of August A.D. 2023.

David M. Scanlan
Secretary of State

DocuSign Envelope ID: 24756FC1-A677-4B6D-A684-F80CB0DA2BC3

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Lisa Nasser, hereby certify that I am duly elected Clerk/Secretary/Officer of Corporate Travel Management North America, Inc. (the "Corporation"). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 23, 2023, at which a quorum of the Directors/shareholders were present and voting.

> **VOTED:** That any of the duly-elected officers of the Corporation and Senior Vice Presidents & General Managers (Amy DeSantis, Carol Hall, Penny Watermeier, and Sarah D'Alessandro) are hereby duly authorized to enter into contracts or agreements on behalf of Corporate Travel Management North America, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 8/8/2023

ATTEST: DocuSigned by: Lisa Nasser 1DB692F8F7384BA...
Lisa Nasser, Chief Legal Officer & Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Twin City Fire Insurance Company	29459
INSURER C: Hartford Insurance Company of the Midwest	37478
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Corporate Travel Management North America Inc.
2120 S. 72nd St.
Omaha, NE 68124

COVERAGES

CERTIFICATE NUMBER: W29814118 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			9950-56-43 GAB	05/31/2023	05/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83 UEN OM5101	05/31/2023	05/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83 WE OM5H1Z	05/31/2023	05/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Administrative Services
25 Capitol St. Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 24517953 BATCH: 3083004

NASPO ValuePoint

NASPO ValuePoint Master Agreement

TRAVEL MANAGEMENT SERVICES PO-10700-00017269

This NASPO ValuePoint Master Agreement ("Master Agreement") is 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 Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

1. **Master Agreement and Order of Precedence.**

   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:

   1.1.1. This Master Agreement less all exhibits,

   1.1.2. Exhibit C (Federal Terms and Conditions),

   1.1.3. Exhibit D (Security Requirements and Rider to Terms of Service),

   1.1.4. Exhibit A (Services and Rates), and

   1.1.5. Exhibit B (Form Participating Addendum).

   1.2. These exhibits must be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an exhibit or attachment.

2. **Participating Addenda.**

   2.1. Any Request for Services placed under this Master Agreement consists of a Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit B, including any Participating Entity specific terms. A Participating Entity's specific terms in its Participating Addendum may include but are not limited to applicable methods or processes available to Purchasing Entities and their Travelers to create accounts and request Services, conditions on the security and privacy of information on individuals, and conditions on software licenses or user terms for online, on-premises, or mobile software and services.

2.2. In the event of a conflict between the terms and provisions of this Master Agreement and the terms and conditions of a Participating Addendum entered into between a Participating Entity and Contractor, the terms and provisions of the Participating Entity's Participating Addendum will control for conflicts under that Participating Addendum.

2.3. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda may not include a term of agreement that exceeds the term of this Master Agreement.

3. **Definitions.**

Acceptance means acceptance of Services as set forth in Section 16 of this Master Agreement.

Authorized User(s) includes individuals authorized to hold accounts for Services, such as NASPO ValuePoint representatives, and employees of Participating Entities and their authorized Travelers.

Contract means the terms and conditions of this Master Agreement and the applicable Participating Addendum, together with each Request for Service or other agreed upon ordering instrument issued by a Purchasing Entity.

Contractor means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

GSA Per-Diem Lodging means the domestic GSA lodging per diem allowance rate in effect at the location and on the date of the room occupancy as published on the Internet at https://www.gsa.gov/portal, as Federal Travel Regulation (FTR) Bulletins.

Lead State means the State of Oregon, in its role of centrally administering this Master Agreement, and is a party to this Master Agreement.

Master Agreement means this underlying agreement executed by and between Lead State, acting in cooperation with NASPO ValuePoint, and Contractor, including as amended.

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by Lead State.

Online Direct Connect means an integration ("direct-connect link") with certain airlines' information systems so that the online booking tool(s) functionality provides Travelers with access to the applicable airlines' inventories and special discounted prices.

Participating Addendum means a bilateral agreement executed by Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating

Entity specific language or other requirements (e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions).

Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a state, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Request for Services under a Participating Addendum against the Master Agreement and becomes financially committed to the purchase.

Purchasing Entity Data means any information received or created relating to a Purchasing Entity or its Travelers, including information created and information stored through the Services, and information created and collected by Contractor regarding Purchasing Entity and its Travelers during the course of providing the Services, including personally identifiable information.

Request for Services means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity to order Services.

Services means all effort to be expended by Contractor under this Master Agreement, Participating Addendum that are necessary to deliver the Travel Management Services.

State Chief Procurement Official means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of goods and services.

Supporting Contract means other travel related contracts established by Oregon or any other Participating Entity that Contractor or other travel management services providers may need to use in order to provide the Services. These contracts will be the first option(s) offered to Authorized Users, including acceptance of required forms of payment per each contract's terms and conditions.

Third Party Intellectual Property means any intellectual property owned by parties other than State or Contractor. Third Party Intellectual Property includes Software owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

Travel Management Services means Services described in Exhibit A, Services and Rates, of this Master Agreement.

Traveler means the person authorized (for official business) to receive Services under this Master Agreement.

4. Term of the Master Agreement; Non-exclusivity.

4.1. **Generally.** The initial term of this Master Agreement is for two years from the Effective Date. This Master Agreement may be extended beyond the initial term for a

maximum of four additional years at Lead State's discretion, upon review of requirements of Participating Entities, current market conditions, and Contractor performance, and as agreed upon by a fully executed amendment between the Lead State and Contractor.

4.2. **Not Exclusive**. This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Services or both through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any specific number of Contracts will be issued or that any specific number of Products or Services will be required.

4.3. **Thirty Day Extension.** Notwithstanding the foregoing, Lead State, in its sole discretion, may extend this Master Agreement for a maximum of 30 calendar days beyond the expiration of the then-current term. Lead State's Master Agreement Contract Administrator shall notify Contractor in writing of the 30-day extension prior to the expiration of the then-current term. Consecutive extensions under this section are not allowed.

5. **Amendments.**

5.1. **Amendments.** The terms of this Master Agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of Lead State and Contractor.

5.2. **Services Within Scope.** Lead State may, upon agreement with Contractor, add or modify Travel Management Services that are within the scope of the RFP to this Master Agreement through a duly executed amendment.

6. **Participants and Scope.**

6.1. **Requirement for Participating Addendum.** Contractor may not deliver Services under this Master Agreement to a Participating Entity until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Master Agreement Terms and Conditions are applicable to any Request for Services by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Master Agreement Terms altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults, governing law and venue relating to Requests for Services a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Request for Services) used by the Purchasing Entity to request Services.

6.2. **Authorized Use**. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual states' statutes are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief

Procurement Official.

6.3. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

6.4. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

6.5. **Eligibility for a Participating Addendum.** An eligible entity that is not a state may under some circumstances sign its own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the entity is located. Coordination of requests for such participation is through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; such entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

6.6. **Prohibition on Resale.** Subject to any specific conditions included in this Master Agreement or a Participating Addendum, Purchasing Entities may not resell Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6.7. **Individual Customers.** Except to the extent modified by a Participating Addendum, each Purchasing Entity will follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for its purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Services.**

7.1. **Authorized Purchasing Agent.** All communications concerning administration of Services must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing by the Purchasing Entity.

7.2. **Service Order Period.** Requests for Services must be placed prior to the termination

date of this Master Agreement but may have a delivery date or performance period up to 120 calendar days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.3. **Performance of Services.** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Request for Services then outstanding at the time of such expiration or termination. Contractor shall not honor any Request for Services placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Requests for Services from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.4. **Purchasing Entity or Purchasing Entity Resources.** If any Contract or Request for Service under this Agreement requires Purchasing Entity or Traveler to provide any resources, and Purchasing Entity or Traveler fails to provide the requisite quality or quantity of such resources or fails to provide such resources in a timely manner but for a period not to exceed 30 calendar days, Contractor's sole remedy will be an extension of the applicable delivery dates corresponding to the delay caused by Purchasing Entity's or Traveler's failure.

7.5. **Establishment of Account.** From time to time, Purchasing Entities may request and work with Contractor to establish a travel account and the applicable documentation and processes permitting Travelers to obtain one or more of the Services described in the Services and Rates attached hereto as Exhibit A.

7.6. **Terms of Service.** Any Contractor or third-party terms of service for accounts or other online services are subject to Exhibit D of this Master Agreement unless a Participating Addendum specifies otherwise.

7.7. **Requests for Service.** Once an account is established and the Purchasing Entity and Contractor have agreed upon an ordering process, Travelers may order or submit requests for one or more of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity ("Request for Service"). Contractor shall fulfill each Request for Services in accordance with the applicable Contract.

7.8. **Transition Services.** Contractor shall at a Participating Entity's option and subject to a written agreement between Contractor and the applicable Participating Entity, provide transition services to support a responsible and secure transition of Services and Purchasing Entity Data to another service provider or to its Purchasing Entities.

8. **Compensation.**

8.1. **Rates and Fees.** Purchasing Entity shall pay Contractor for Services performed and Accepted by a Purchasing Entity including through its Travelers in accordance with a Contract reflecting the rates and fees in Exhibit A, which represent the not-to-exceed prices available to any Purchasing Entity. Purchasing Entity will not pay Contractor for Services performed before the date this Agreement or the applicable Request for Service

or after the termination of this Agreement.

8.2. **Expenses.** Purchasing Entity will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in a specific Contract.

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.

9. Payment and Invoicing.

9.1. **Payment for Services.** All purchases by a Purchasing Entity must be made using a method of payment listed in this Master Agreement or the applicable Participating Addendum. This includes but is not limited to purchasing cards or travel cards. A personal Traveler's credit card is prohibited, unless allowed under the Purchasing Entity's travel policy.

10. Payment Methods.

10.1. **Generally.** Participating Entity and its third-party provider (i.e. hotel or car rental company) will agree upon the method of payment. Provided, however, that the third-party providers must accept all major credit cards (Visa, MasterCard, Discover, and American Express) and Contractor shall accept all major credit cards (Visa, MasterCard, Discover, and American Express) through its booking tools.

10.2. **Restrictions.** Additional fees, taxes, surcharges, or any other charges must not be assessed to the Traveler when accepting major credit cards for payment unless otherwise stated within this Agreement or Addendum thereto or required by law. Contactor shall not pre-charge estimated room charges or first day or night room charges or rental charges.

10.3. **Billing Dispute Resolution.** A Purchasing Entity's contract administrator may dispute charges by sending Contractor written notice detailing the dispute within 30 calendar days of the date of invoice. Contractor shall investigate the dispute and make appropriate adjustments to the specific account.

10.4. **EFT Transaction Procedures.** Contractor and Purchasing Entity may establish procedures for EFT transactions at the time of account setup. In the event Contractor, during the term for the account, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change

and required information must be received by the Purchasing Entity's contract administrator a minimum of 60 calendar days prior to the effective date of the change. Contractor's failure to provide accurate information in a timely manner may delay payment of amounts otherwise properly due.

10.5. **Funds Available and Authorized; Payments.** Purchasing Entity's payment of amounts under a Contract is contingent on Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to make payments under the Contract. Purchasing Entity shall not order Services under a Contract unless it has received appropriate funding to meet its financial obligations to such Service requests.

11. NASPO ValuePoint Provisions.

11.1. **Applicability.** NASPO ValuePoint is not a party to this Master Agreement. The terms set forth in this Section 11 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement with the right to enforce the provisions of this Section 11, NASPO ValuePoint Provisions.

11.2. **Administrative Fees.**

11.1.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 calendar days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Services under this Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to have been included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

11.1.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

11.2 NASPO ValuePoint Summary and Detailed Usage Reports.

11.2.1 Summary Sales Data. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than 30 calendar days following the end of the calendar quarter (as specified in the reporting tool).

11.2.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Request for Services or Purchase Order identifier/number(s); (5) Request for Services or Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Request for Services date (as Purchase Order date); (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than 30 calendar days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

11.2.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, **social security numbers or any other numerical identifier)** may be submitted with any report.

11.2.4 Use of Data. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. Contractor hereby grants Lead State and NASPO ValuePoint a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

11.3 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

11.3.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

11.3.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for a Participating Entity. Plans will include time frames to launch the agreement and confirmation that Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

11.3.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at

the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

11.3.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

11.3.5 Most Favored Customer. Contractor shall, within 30 calendar days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Requests for Services from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

11.4 Cancelation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel this Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60 calendar day written notice to Contractor. Cancelation based on nonuse or under-utilization will not occur sooner than [two years] after of the Effective Date of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

11.5 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of this Master Agreement, the terms of which will be the same or similar (and not less favorable) than the terms set forth in this Master Agreement.

12 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

13 No Representations. Contractor shall not make any representations of NASPO ValuePoint's, Lead State's, any Participating Entity's, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

14 Price and Rate Guarantee Period. All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (30) calendar days prior to the proposed effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient

documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless authorized by Lead State. No retroactive adjustments to prices or rates will be allowed.

15 **Compliance with Applicable Law.** Any and all Services offered and furnished must comply fully with all applicable federal and state laws, regulations, and executive orders, including the Federal Terms and Conditions set forth in Exhibit C.

16 **Inspection and Acceptance.**

16.1 Generally. Where a Participating Addendum does not otherwise specify a process for inspection and Acceptance, this section governs. This section does not and is not intended to limit rights and remedies under the applicable commercial code.

16.2 Inspection. All Services are subject to inspection at reasonable times and places during performance of a Contract. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

16.3 Deficiencies. If any Services do not conform to Contract requirements, the Purchasing Entity may require Contractor to perform the Services again in conformity with Contract requirements, at no increase in order amount. When errors or defects cannot be corrected by re-performance, the Purchasing Entity may require Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed.

17 **Payment.** Payment after Acceptance is normally made within 30 calendar days following the date Services are delivered or the date a correct invoice is received, whichever is later. Subject to applicable law, after 45 calendar days Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Request for Services. Payments may be made via a purchasing card with no additional charge.

18 **Warranties.**

18.1 Contractor's General Representations and Warranties. Contractor represents and warrants:

18.1.1 Contractor has the power and authority to enter into and perform under this Master Agreement and each Contract.

18.1.2 This Master Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.

18.1.3 Contractor will, at all times during the term of this Master Agreement, be qualified to do business in accordance with the laws of each applicable Participating Entity, professionally competent and duly licensed to perform the Services.

18.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any

federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services will not violate any such law, ordinance, regulation or order.

18.2 Contractor's Performance Warranty. Contractor represents and warrants that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence, and Contractor and Contractor's employees' agents and subcontractors will perform the Services described in this Master Agreement in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services.

19 Intellectual Property Ownership and Licenses.

19.1 Purchasing Entity Intellectual Property means any intellectual property that is owned by a Purchasing Entity, including Purchasing Entity Data described in Exhibit D. A Purchasing Entity Intellectual Property includes any derivative works and compilations of any Purchasing Entity Intellectual Property. Purchasing Entity grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Purchasing Entity Intellectual Property, including Purchasing Entity Data, only to fulfill the purposes of this Contract. Purchasing Entity's license to Contractor is limited by the term and the confidentiality and security obligations of the Contract.

19.2 Contractor Intellectual Property. Contractor Intellectual Property means any intellectual property that is owned by Contractor and contained in or necessary for the use of the Services, and includes any software owned by Contractor, including but not limited to those as described in Exhibit D, documentation, and derivative works and compilations of any Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Purchasing Entities and their Travelers pursuant to the Services. Subject to the execution of a Participating Addendum, Contractor grants each Purchasing Entity a license to use copy display, distribute, and transmit Contractor Intellectual Property embodied in the Services, and to authorize others to do the same on it and its Travelers' behalf, for internal business purposes, as set forth in Exhibit D-1.

19.3 Work Product. Except as specified in Exhibit D for Purchasing Entity Data and in Exhibit C (Federal Terms and Conditions) as applicable, Contractor owns all work product. Such work product is subject to the license in Section 19.2.

19.4 Third Party Intellectual Property means any intellectual property owned by parties other than a Purchasing Entity or Contractor. Third Party Intellectual Property includes but is not limited to the products as set forth in Exhibit D, and derivative works and compilations of any Third Party Intellectual Property. Contractor shall secure licensing for Third Party Intellectual Property necessary for Purchasing Entities to access and receive the Services, and Exhibit D will be deemed to include any additional licenses for Third Party Intellectual Property approved by Lead State.

19.5 No Rights. Except as expressly set forth in this Master Agreement or Participating Addendum, nothing in this Contract may be construed as granting to or conferring upon

Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Lead State, any Participating Entity, or any Purchasing Entity. Except as expressly set forth in this Master Agreement or in a Participating Addendum, nothing in these terms may be construed as one party granting to or conferring upon the other any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

19.6 No Rights in Marks. Neither Lead State, any Participating Entity, any Purchasing Entity, or Contractor grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Master Agreement or a Participating Addendum.

20 Insurance.

20.1 Term. Contractor shall, during the term of this Master Agreement and each Request for Services, maintain in full force and effect, the insurance described in this Section 20. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

20.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers having a rating of BBB- or higher (investment grade) for non-U.S. domiciled carriers, issued by Standard and Poor's (or equivalents issued by other ratings agencies). Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

20.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

20.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

20.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

20.4 Notice of Cancelation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancelation is threatened or that expiration, nonrenewal or expiration otherwise may occur.

20.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancelation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

20.6 Participating Entities. Contractor shall provide to Participating States and

Participating Entities the same insurance obligations and documentation as those specified in this Section 20, except the endorsement must be provided to the applicable Participating State or Participating Entity.

20.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within 30 calendar days of the Effective Date of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within 30 calendar days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

20.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

21 Records Administration and Audits.

21.1 Generally. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement, Participating Addendum, and the Services to the extent and in such detail as required to adequately reflect performance and administration of payments and fees. Contractor shall permit Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement, the applicable Participating Addendum, and Services delivered to a Purchasing Entity for the purpose of making audits, examinations, excerpts, and transcriptions.

21.2 Access. Access includes records and Contractor's officers, agents, contractors, subcontractors, employees, and facilities to:

21.2.1 Validate Contractor's written security risk management plan (See Exhibit D), or

21.2.2 Gather or verify additional information required to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.

21.3 Survival. The rights under this Section 21 survive for a period of 6 years following termination of this Master Agreement and each Participating Addendum, or final payment for any Request for Services placed by a Purchasing Entity, whichever is later, or such longer period as is required by a Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

21.4 Overpayments. Without limiting any other remedy available to any governmental entity, Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or a Participating Addendum or underpayment of fees found as a result of the examination of Contractor's records.

21.5 Self-Audit. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring Contractor to self-audit contract

obligations and that permits Lead State to review compliance with those obligations.

21.6 Notice. Access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations.

22 Confidentiality, Non-Disclosure, and Injunctive Relief

22.1 Confidentiality. Contractor and its employees, subcontractors, and agents may, in the course of providing Services under this Master Agreement or a Contract, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees, subcontractors, or agents in the performance of this Master Agreement or a Contract, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor must be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

22.2 Non-Disclosure. Contractor shall comply with Exhibit D, and shall otherwise hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Services. Contractor shall advise each of its employees, subcontractors, and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement or a Participating Addendum, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor shall not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of

this Master Agreement or at Purchasing Entity's request, Contractor shall, upon advance written consent of Purchasing Entity, return to Purchasing Entity or destroy all documents, papers, electronic media, and other matter Contractor holds (including through a third party) that embody Confidential Information. Notwithstanding the foregoing, Contractor may retain copies of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

22.3 **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

22.4 **Purchasing Entity Law.** These provisions apply only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

22.5 The rights granted Purchasing Entities and Contractor obligations under this section also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Purchasing Entity Data relating to Services that identify the entity/customer, Service dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 23. To the extent permitted by law, Contractor shall notify Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

23 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to a Purchasing Entity's public information laws.

24 **Assignment/Subcontracts.**

24.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of Lead State.

24.2 Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, and other third parties.

25 **Changes in Contractor Representation.** Contractor shall notify Lead State of changes in Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. Lead State reserves the right to approve changes in key personnel. Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as the key personnel being replaced.

26 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

27 **Use Of Subcontractors; Responsibility for Taxes and Withholding.**

27.1 Contractor shall not use subcontractors to perform the Services unless specifically authorized as applicable to do so by Lead State, Participating State/Entity or Purchasing Entity. If Lead State, Participating State/Entity or Purchasing Entity requests services in a market outside the United States that Contractor does not have a subsidiary or affiliate that can service, then Contractor must request authorization to provide services through a local partner agency that is part of Contractor's global network and must only use subcontractor(s) as authorized to do so by the applicable Lead State, Participating State/Entity or Purchasing Entity. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Section 18 of this Master Agreement.

27.2 Contractor shall perform all Services as an independent contractor. Although Lead State, Participating State/Entity and Purchasing Entity have the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, Lead State, Participating State/Entity and Purchasing Entity cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Master Agreement. Contractor certifies, represents and warrants that Contractor is an independent contractor under all applicable state and federal law. Contractor is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of the State of Oregon or DAS.

27.3 If Contractor is currently performing work for a state or the federal government or any other entity, Contractor by signature to this Master Agreement represents and warrants: Contractor's performance of this Agreement and any Contract issued hereunder creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (if state or federal agency) would prohibit Contractor's performance of this Master Agreement or any Contract.

27.4 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Master Agreement and any Contract and Purchasing Entity will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Master Agreement or any Contract.

28 **Cancelation.** Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 calendar days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 calendar days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision does not affect the rights and obligations attending Services outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by Contractor, rights of payment for Services delivered and accepted, rights attending any

warranty or default in performance in association with the Services, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29 **Force Majeure.** Neither party to this Master Agreement is responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30 **Defaults and Remedies**

30.1 The occurrence of any of the following events will be an event of Contractor default under this Master Agreement:

30.1.1 Nonperformance of contractual requirements; or

30.1.2 A material breach of any term or condition of this Master Agreement; or

30.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or

30.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 calendar days after the institution or occurrence thereof; or

30.1.5 Any default specified in another section of this Master Agreement.

30.2 Upon the occurrence of an event of default, Lead State will issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days or longer, in which Contractor shall cure the default. Lead State is not required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure does not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

30.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor will be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

30.3.1 Exercise any remedy provided by law; and

30.3.2 Terminate this Master Agreement and any related Contracts or portions thereof; and

30.3.3 Impose liquidated damages as provided in this Master Agreement; and

30.3.4 Suspend Contractor from being able to respond to future bid solicitations; and

30.3.5 Suspend Contractor's performance; and

30.3.6 Withhold payment until the default is remedied.

30.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity will provide a written notice of default as described in this section and will have all of the rights and remedies under this Section 30 regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Participating Addendum, a Purchasing Entity will provide written notice of default as described in this Section 30 and will have all of the rights and remedies under this Section 30 and any applicable Participating Addendum with respect to any Request for Services placed by the Purchasing Entity. Nothing in this Master Agreement limits or may be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31 **Waiver of Breach.** Failure of Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies does not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Request for Services is not a waiver and may not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Contract.

32 **Debarment.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Service are delivered under this Master Agreement or Participating Addendum. If Contractor cannot certify this statement, Contractor shall provide a written explanation for review by Lead State.

33 **Indemnification**

33.1 **General Indemnification.** Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Lead State, each Participating Entity, and each Purchasing Entity, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of Contractor, its employees, agents, subcontractors or volunteers, at any tier, relating to performance under this Master Agreement, a Participating Addendum, or a Contract.

33.2 **Intellectual Property Indemnification.** Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Lead State, each Participating Entity, each Purchasing Entity, along with their officers and employees (each an "Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or their use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person

or entity.

33.2.1 Contractor's obligations under this section do not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by Contractor or Contractor's subsidiaries or affiliates;

(b) specified by Contractor to work with the Services; or

(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

33.2.2 The Indemnified Party shall notify Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, Contractor will not be relieved from its obligations unless Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to Contractor. If Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it has control over the defense and settlement of it, subject to applicable law. Further, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at Contractor's reasonable request and expense, information and assistance necessary for such defense. If Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34 No Waiver of Sovereign Immunity

34.1 In no event may this Master Agreement, any Participating Addendum or any contract or any Request for Services issued thereunder, or any act of Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

34.2 This section applies to a claim brought against Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35 Governing Law and Venue.

35.1 The procurement, evaluation, and award of the Master Agreement is governed by, construed, and enforced in accordance with the laws of Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award is governed by, construed, and enforced in accordance with the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement is be governed by, construed, and enforced in accordance with the laws of Participating Entity's or Purchasing Entity's State.

35.2 Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Request for Services or the effect of a Participating Addendum is in the Purchasing Entity's state.

35.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if Lead State is a party; a Participating State if a named party; the state where Participating Entity or Purchasing Entity is located if either is a named party.

36 Assignment of Antitrust Rights.

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out Contractor's obligations under this Master Agreement or Participating Addendum, including, at Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37 Contract Provisions for Request for Services Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Contracts funded with federal funds may have additional contractual requirements or certifications required. Federal terms and conditions are in Exhibit C, and are applicable to purchases made with federal funds unless otherwise stated in a Participating Addendum or in a particular Request for Services issued by a Purchasing Entity for incorporation in a Contract.

38 Intended Beneficiaries. Except as specified in this Master Agreement, Lead State and Contractor are the only parties to this Master Agreement and are the only parties entitled to enforce its terms. Nothing in this Master Agreement otherwise gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Master Agreement and expressly described as intended beneficiaries of its terms. Note: As set forth on Exhibit D-1, OBT Owner (as defined therein), is a third party beneficiary only as

to the applicable OBT and Exhibit D-1.

39 **Severability.** If any provision of this Master Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions is not affected, and the rights and obligations of the parties will be construed and enforced as if this Master Agreement did not contain the particular provision held to be invalid.

40 **Counterparts.** This Master Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed constitutes an original.

41 **Survival.** All rights and obligations cease upon termination or expiration of this Master Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this section, and provisions regarding definitions, warranties and liabilities, independent contractor status and taxes and withholding, ownership and license of intellectual property, Contractor's duties of confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, and third party beneficiaries.

42 **Integration and Merger.** This Master Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

43 **Notices.** All notices required under this Master Agreement must be in writing and addressed to the party's Authorized Representative, as identified below. Mailed notices are deemed received 5 calendar days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. Contractor shall send to Lead State copies of all notices that Contractor sends to a Purchasing Entity.

44 **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of its obligations under this Master Agreement, each Participating Addendum, and any Contract.

45. Authorized Signatures:

Contractor: Corporate Travel Management North America, Inc.

By: _____

Title: SVP/GM Pacific Rgn Date: 3/13/23

The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

By: John ANGLEMAIR

Title: DAS PS Procurement Manager Date: 03/14/2023

Approved pursuant to ORS 291.047 Oregon Department of Justice

By: Ellen Flint

Sr. Assistant Attorney General (GF0605-21)

Date: March 8, 2023

Exhibit A to NASPO ValuePoint Master Agreement

Services and Rates

Travel Management Services Description of Services

SECTION 1: GENERAL MANAGEMENT:

Contractor shall:

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.
2. Ensure all Passenger Name Record (PNR) are evaluated for accuracy and completeness at the time of set up.
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.
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.
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).
6. Comply with the Participating States'/Entities' travel policies, when booking travel for Travelers, in accordance with the applicable Participating Addendum.
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.
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.
9. Have afterhours 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.

SECTION 2: ONLINE BOOKING TOOL AND RESERVATION PROCESS

Contractor shall provide multiple options for industry-wide recognized online booking tools 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:

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. 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.
3. Offer customized applications for approval and advanced planning so that each Participating Entity can customize workflows to meet its needs.
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.
5. Be accessible for viewing and booking on a smartphone or tablet, in addition to a workstation desktop with a 98% up time annually.
6. Contractor shall provide on-line user support i.e. chat support, etc.
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.
8. Fully configurable to show Participating Entity's contracted rates and other travel services if applicable.
9. Provide reservation confirmation screens.
10. Permit the use of online changes to be made by the Authorized Purchaser (primary method) and the Global Distribution System (GDS) (secondary method).
11. Provide capability of saving trips, cloning trip, permit one-way, round trip, multi segments, and multi-traveler reservations.
12. List contracted lodging, air, car rental, and rail suppliers within the online booking tool.
13. Identify all state-contracted airfares and preferred travel vendors with an icon.
14. Permit the use of the major Airlines Reporting Corporation (ARC) (legacy carriers) and non-ARC (low cost carriers [LCC]) participating carriers.
15. Permit the use of online changes and exchanges (change-modify functionality) for non-

ARC participating carriers.

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).
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.
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.
19. Support Participating Entity-specific policies identifying acceptable and non-acceptable travel rules.
20. Identify and display state certified green hotels with customized icons and sort by priority within the lowest rate available,
21. Ability to direct bookings to embedded or accommodated travel management services (single sign on capability).
22. Provide full content and full functionality with non-ARC participating carriers.
23. Provide the capability to input and transmit a frequent flyer rewards program number at the time of reservation.
24. If requested, by the Participating Entity, be able to provide Travelers records to the Participating Entity for a minimum of 8 years from date of purchase or be able to accommodate a Participating States retention rules. As this information will be the information of record for the Participating Entity.

SECTION 3: CUSTOMER AND AGENT SERVICES

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:

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).
2. Ability to access state-contracted, discounted airfares and city pairs.
3. Ability to assist Participating Entities to book vehicle and lodging reservations.
4. Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.

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.
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
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.
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.
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.
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).
11. Ability to have access to a 24-hour seven day a week nationwide toll-free line must be available for emergencies.
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.
13. Answer phone calls 90% of the time within 20 seconds. The abandon rate must be less than 3%.
14. Investigate any service complaints received and provide a response within 48 hours to the Participating State/Entity or Purchasing Entity.
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).
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.
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.

3.1 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.

3.2 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:

1. The ability to access state-contracted, discounted airfares and city pairs.
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. Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.
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.
6. Offering the lowest available rates and fares for all travel reservations.
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.
8. 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).

3.3 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:

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.

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. Provide each Traveler and the Participating Entity with a complete electronic trip itinerary.

4. Comply with each Participating Entity-specific travel policies and trip approval requirements as specified by a Participating Entity or Authorized User.

5. Documentation of passenger name record with exception documentation, reason codes, and low fare comparison.

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:

1. Sending out instructions and assist hotels with loading their information into the booking tool and the GDS System.
2. Sending out communications to properties and maintain property directory that can be supplied to participants.
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. In the solicitation ask 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 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:

1. GSA-Per-diem rate showing on each booking as the first option for Travelers.
2. Seasonal per-diem rates and periods (if applicable).
3. Year round per-diem rates are preferred.
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:

- Number of meeting and conference or board rooms.
- Total square footage in meeting rooms, and how many seats fit in each room.
- If catering is available.
- 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 a 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

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:

6.1 NASPO ValuePoint Sub-site (including Lodging):

6.1.1.1 Entity and State-specific sub-sites.

6.1.1.2 Access to the NASPO ValuePoint discounted travel agreements (rental car, lodging, etc.).

6.1.1.3 Sub-sites must be configurable to meet a Participating Entity's Authorized User

profiles.

6.1.1.4 List NASPO ValuePoint Lodging Program properties and hotels first preference, and then the Participating Entity contracted hotels.

6.2 NASPO Lodging Only Website:

6.2.1.1 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.

6.2.1.2 A Participating Addendum with NASPO is not required for the NASPO Lodging Only Website.

6.2.1.3 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 CTM to book Lodging through the NASPO Lodging Only Website.

SECTION 7: REPORTING

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.

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

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

8.2.4 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

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:

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

10.1.2 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. Continency 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: Reserved.

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.

SECTION 14: RATES

Service **Fee per Transaction**

Full-Service agent Booking Fee: $18.00
Hotel and car only agent assisted booking fee: $5.00.
Online Booking (unassisted) Fee for CTM's Lightning Tool (can access the tool through CTM Portal): $3.00
Online Booking (unassisted) Fee for NuTravel, Concur and GetThere (can access the tool through CTM Portal: $5.00
Online Booking (agent assisted) Fee: Reverts to Full-Service agent Booking Fee ($18.00)
After Hours agent fee: $15.00
Online Direct Connect: $6.00
VPay Client Credit Card (per Hotel Bill) (via CTM Hotel Bill): $6.5
CTM Approve (this the automated pre-trip approval process where a Participating Entity can indicate which reservations they want to have approved; and when a reservation requires approval in order to be ticketed, Contractor will identify that, and an email is sent to the listed approver to either accept or decline the requested reservation (Approval Systems): $1.00 per transaction

Human Resources Fee for Concur only (one time set up fee) $3,000.00 and up, with the fee amount set forth in the applicable Participating Addendum.
Single Sign On (SSO) for Concur only (one time set up charge): $1,500.00 and up, with the fee amount set forth in the applicable Participating Addendum.

Additional Services provided by Contractor via Contractor's portal at no extra cost to the Participating Entity/Traveler

1. CTM Portal (this is the portal where a Participating Entity will access reporting for its travel program and access to the OBT as well)
2. CTM Tracker and Risk and Alerts (this provides the automated tracking and the risk notifications that are sent to impacted Travelers)
3. CTM Forecaster (part of the technology for budgeting for trips; it is accessed through CTM Portal)
4. CTM Hotel Bill (Contractor's automated billing application)
5. CTM Data (this displays the travel data which an Authorized User can access through CTM Portal)

SAMPLE PARTICIPATING ADDENDUM

Form Participating Addendum

NASPO ValuePoint

PARTICIPATING ADDENDUM

Travel Management Services

Lead by the State of **Oregon**

Master Agreement #: [ ]

Contractor: Corporate Travel Management North America, Inc. **(Contractor)**

Participating Entity: **State of XXXXX**

1. Scope: This Participating Addendum ("Addendum") covers the acquisition of **Travel Management Services.**
   - Removable Example: All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.
   - The following Services are not included in this Addendum:
     - Removable Example: Product modifications.
     - Removable Example: Installation services.

Master Agreement Terms and Conditions:

2. Participation: [Removable Instruction: Participating Entities should ensure this section properly defines the scope of 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 *[xxxxxxx]*. 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:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

4. Participating Entity Modifications Or Additions To The Master Agreement

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

   Participating Entity 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.

   [Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

5. Purchasing Entity - Contractor Selection: This Addendum is not exclusive; Purchasing Entities may acquire the Services from other providers.

6. Request for Services: Any Request for Services placed by a Purchasing Entity for a Service available under this Addendum will 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 resulting contract agree in writing that another contract or agreement applies to such Request for Services.

7. Participating Addendum Integration: This Addendum and the Master Agreement and their exhibits and attachments, set forth the entire agreement between Contractor and Participating Entity with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified in this Addendum and the Master Agreement and their exhibits and attachments. 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 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:	Contractor:

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tara Larwick
Telephone:	720.551.9530
Email:	tlarwick@naspovaluepoint.org

Please email fully executed PDF copy of this document to:

PA@naspovaluepoint.org

Exhibit C to NASPO ValuePoint Master Agreement

PROVISIONS REQUIRED BY FEDERAL LAW

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, 136), or other federal provisions, and without limiting the generality of Section 15 of the Master Agreement, Contractor shall comply and, as indicated, cause its subcontractors to comply with the following federal requirements. For purposes of this Master Agreement and all Requests for Services, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally assisted construction contractors and subcontractors who do over $10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

2. **Clean Air, Clean Water, EPA Regulations.** Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Participating Entity, Lead State, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

2.1. Contractor shall report each violation to Participating Entity and Lead State and understands that each will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

2.2. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

3. **Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the

purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

5. **Energy Efficiency**. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

6. **Truth in Lobbying.** By signing this Master Agreement, Contractor certifies, to the best of Contractor's knowledge and belief that:

6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

6.4. This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6.5. No part of any federal funds paid to Contractor under this Master Agreement may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

6.6. No part of any federal funds paid to Contractor under this Master Agreement may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

6.7. The prohibitions in Subsections 6.5 and 6.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

6.8. No part of any federal funds paid to Contractor under this Master Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. **Recycled Materials.** In the performance of the Services, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the performance schedule, (ii) meeting Master Agreement and Contract performance requirements, or (iii) at a reasonable price.

8. **Drug Free Workplace.** Contractor shall comply with the Drug-free Workplace requirements in subpart b (or subpart c, if an individual) of 2 CFR subtitle B, Chapter XV, Part 1536, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (pub. L. 100-690, title v, subtitle d; 41 u.s.c. 701-707) . Contractor acknowledges:

8.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

8.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

8.3. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

8.4. Contractor certifies that it will provide drug-free workplaces for its employees.

9. **Audits; Access to Records.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Master Agreement and applicable state or federal law.

9.1. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Master Agreement, with the applicable audit requirements and responsibilities set forth in the Subpart F of 2 CFR part 200 (for audits for fiscal years beginning after December 26, 2014).

9.2. Records must be available as provided in Section 24 of the Master Agreement.

10. **Debarment and Suspension.** Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance witP Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

10.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

10.2. Contractor has not within a three-year period preceding the Effective Date of this Master Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and

10.4. Contractor has not within a three-year period preceding the effective date of this Master Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

11. **Americans with Disabilities Act.** Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC §12131 et. seq.) in the construction, remodeling, maintenance and operation of any

structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.

12. **Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC §6081 et. seq.).

13. **Educational Records.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 USC §1232g; 34 CFR Part 99).

14. **National Voter Registration Act.** Contractor shall comply with the agency-based voter registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered to applicants for public services.

15. **Servicemembers Civil Relief Act.** Contractor shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 et. seq.).

16. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Master Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Services: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

17. **Whistleblower Protection Act.** Contractor shall comply with the requirements for whistleblower protections (as applicable) at 10 USC §2409, 10 USC §4712, 10 USC §2324, 41 USC §§4304- 4310.

18. **US Patriot Act of 2001.** Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 USC §175-175c.

19. **Rehabilitation Act of 1973.** Contractor shall comply with requirements of Section 503 and Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended.

20. **Trafficking Victims Protection Act of 2000.** Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 USC §7104.
21. **Age Discrimination Act.** Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 USC. §6101 et. seq.).
22. **Buy American and Hire American.** Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.
23. **Use of Logos.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. **False Statements.** Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Master Agreement and all Contracts.
25. **General Provisions.** The federal government is not a party to this Master Agreement or any Contract and is not subject to any obligations or liabilities to Participating Entity, Lead State, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit D

Security Requirements and Rider to Terms of Service

1. **Applicability.** This Exhibit D applies to Contractor's collection, creation, storage, transmission, and use of Purchasing Entity Data, including through online, on-premises, or mobile software and services. The specifically includes the "CTM Proprietary Products" listed below and the Concur and Sabre online booking tools that Contractor offers to Purchasing Entities and their Travelers to receive Services, including related intellectual property (such as documentation) and support to be provided as a service by Contractor and its subcontractor OBT Owners.

   CTM Proprietary Products:

   a. **Virtual Card**: A virtual credit card is a unique, 16-digit number tied to a single travel transaction and issued for a specific dollar amount. It can be used to pay travel vendors, such as hotels, car rentals and airlines.

   b. **Approve**: Approve is a solution designed to send travel related information to a pre-defined list of approvers within an organization with the intent of seeking their approval or denial of a travel reservation prior to purchase.

   c. **Portal**: Portal is a website designed to house company travel specific content as well as provide links to additional services such as profile management, online booking tools, data management, invoices, etc. This is also the target destination for single sign-on (SSO) integration with a customer.

   d. **Forecaster**: Forecaster is a widget within the Portal that allows travelers to view flight options on a grid type display that shows them ticket prices over a period of time so they can visually see higher and lower rates based on departing timelines.

   e. **Hotel Bill**: Hotel Bill is a product that submits hotel pre-payment or virtual card information to a hotel on behalf of a traveler thereby reducing the exchange of credit card information between travelers, travel agents, and hotels.

   f. **Data:** Data is the reporting solution associated with either pre-trip information or post-ticketing financial transactions. The reporting solution is typically comprised of dashboards and traditional business intelligence reports that are accessed online or pushed to a recipient's email address.

2. **Agreement and Interpretation.** This exhibit supersedes any provision to the contrary in any terms and conditions for online, on-premises, or mobile software and services products that Contractor offers to Purchasing Entities and their Travelers, including the OBT Terms of Service (TOS) which are attached to this Exhibit D as Exhibit D-1.

   2.1. In the event of any conflict between a Participating Addendum (including as amended), the Master Agreement (including this exhibit and as amended), the TOS, updates to the TOS published by Licensor on or after the effective date of the Master Agreement or applicable Participating Addendum (including updates to any policy referenced in the TOS), and any terms presented to an end user in a 'click wrap' 'click through' or similar end user agreement, the conflict will be resolved in that order.

2.2. No additional terms are enforceable against Lead State or a Participating Entity unless this Master Agreement is amended in accordance with its Section 5 and agreed upon by a Participating Entity in accordance with its Participating Addendum.

3. **Ownership of Purchasing Entity Data.** Any information Contractor or its employees or agents receives or creates relating to a Purchasing Entity or its Travelers (Purchasing Entity Data) is owned by Purchasing Entity. Purchasing Entity hereby grants Contractor a license to use Purchasing Entity Data to fulfill the purposes of the Contract, and otherwise only as specifically described in the Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Purchasing Entity Data to Purchasing Entity. Upon request by Purchasing Entity, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve, or enable Purchasing Entity to enforce, its rights with respect to Purchasing Entity Data.

4. **Privacy and Security Training.** Contractor shall ensure its employees, agents, and sub-contractors receive periodic training on privacy and security obligations relating to the Services.

5. **Limited Purposes.** Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of the Services.

6. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.

   6.1. Purchasing Entity Data may be used to fulfill Contractor's legitimate business purposes (e.g., Contractor is required to maintain certain information that may be considered Purchasing Entity Data in order to comply with its recordkeeping obligations under the data retention requirements of the Airlines Reporting Corporation ("ARC")) or as may be required by law. Contractor shall limit the use, disclosure, transmittal, or storage of Purchasing Entity Data to the specific reason requiring retention of Purchasing Entity Data, and the protections of this Master Agreement extended for so long as Purchasing Entity Data is retained by Contractor. Once the reason for retention of Purchasing Entity Data has expired, Contractor shall destroy Purchasing Entity Data in accordance with Section 10 of this Exhibit D.

7. **Privacy Protections.** Purchasing Entity Data may include information subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and sub-contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain

protections required by law or a Contract for any retained Purchasing Entity Data for so long as Contractor (including through any third party) retains it.

8. **Access.** Contractor shall not suspend or allow the suspension of a Purchasing Entity's access to its data at any time during the term of the applicable Participating Addendum or the post-termination access period.

9. **Post-Termination Access to Purchasing Data.** Upon termination (including by expiration) of the Master Agreement or a Participating Addendum, Contractor shall, at Lead State's discretion, either return all affected Purchasing Entity Data to the applicable Purchasing Entity (or delegate, including under any transition plan agreed upon under the Master Agreement) in an agreed-upon format, or ensure each affected Purchasing Entity has access and the ability to retrieve its data for at least a 90 calendar day period following termination. This 90-day period will be at no additional charge to any Purchasing Entity.

10. **Sanitization.** Subject to Contractor's record retention obligations under this Master Agreement and Section 10.1. and each applicable Participating Addendum, Contractor shall not retain any copies of Purchasing Entity Data following the post-termination access period referenced in Section 9 of this exhibit without the Purchasing Entity's written authorization. Contractor shall notify Lead State and each applicable Participating Entity of any conditions that make returning all Purchasing Entity Data not feasible. Upon Purchasing Entity's written acknowledgement that returning all Purchasing Entity Data is not feasible and its consent, Contractor shall purge or destroy retained Purchasing Entity Data in all its forms (including copies of returned data, and data held by third parties) in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and provide Purchasing Entity with written certification of sanitization.

    10.1. The obligation to destroy or return such Purchasing Entity Data will not apply to electronic copies stored pursuant to Contractor's record retention policies and obligations ("Backup Copies"). Contractor will not be required to erase electronically stored Purchasing Entity Data that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law, (i) its personnel whose functions are not primarily information technology do not access such Backup Copies and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). Contractor shall maintain protections required by law or a Contract for such Backup Copies for so long as Contractor retains them.

11. **Notifications.**

    11.1. **Security Incidents, Breaches and Potential Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy that actually or potentially impacts the Services or Purchasing Entity Data, Contractor shall notify Lead State and each affected or potentially affected Participating Entity and Purchasing Entity

of the security incident, breach, or potential breach immediately, and in no event more than 24 hours following discovery or notification. Breaches include a failure to comply with Contractor's confidentiality obligations. If Purchasing Entity determines that a breach requires notification of impacted individuals, or other notification required by law, such Purchasing Entity will have sole control over the notification content, timing, and method, subject to Licensor's obligations under applicable law.

11.2. **Requests for Purchasing Entity Data.** In the event Contractor or its subcontractor(s) receives a third-party request for Purchasing Entity Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.

12. Security and Hosting.

12.1. **Compliance with Laws, Regulations, and Policies.** Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations and Purchasing Entity policies governing use and disclosure of Purchasing Entity Data including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

12.1.1. Current Payment Card Industry Data Security Standards (PCI DSS).

12.1.2. Compliance with at least NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53).

12.1.3. For Lead State, the Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628.

12.2. **Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Purchasing Entity Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

12.3. **Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required for the Services is documented in a security risk management plan. Contractor will make its plan available to Lead State for review upon request.

12.4. **Hosting Services.** Services are provided via hosting services located within the continental United States. Contractor shall not transfer or materially modify these hosting services without advance written consent from Lead State.

12.5. **Third Party Audit.** Contractor shall ensure it and its subservice organizations undergo annual examination from an independent auditor to assess the Services'

compliance with at least SSAE 18 (SOC 2 Type II). Contractor shall provide an exact copy of the most recent examination results report to Lead State upon request.

12.6. **Security Logs and Reports.** Contractor shall allow Purchasing Entity access to security logs that affect the Services or Purchasing Entity Data. This includes the ability for Purchasing Entity to request a report of the records that a specific user accessed over a specified period of time.

Exhibit D-1

OBT Terms of Service (TOS)

This Exhibit D-1 is a subpart of Exhibit D. For purpose of this Exhibit D-1, "Client" means Lead State, Participating State/Entity or Purchasing Entity, as applicable.

1. Access and use of the online booking tool ("OBT") to make an online booking with a travel supplier via travel supplier's website is restricted to Client's own internal business purpose. The owner of the OBT ("OBT Owner") (e.g., CTM in the case of Lightning, Concur Technologies, Inc. in the case of Concur, Sabre in the case of GetThere, etc.) owns and retains all right, title, and interest in and to the following (collectively, "OBT Property"): (a) the OBT (including all site set up and configuration), and all marks, software, hardware, technology, documentation, and confidential information provided by OBT Owner in connection with the OBT; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by OBT Owner during its performance of providing the OBT to Client under this Master Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in subsections (a) and (b) above.

2. OBT Owner warrants that the OBT, when used for its intended purpose and in accordance with these TOS, does not infringe upon any intellectual property right of any third party. Except as otherwise expressly authorized herein, the non-exclusive rights set forth in these TOS are the entirety of Client's rights in connection with OBT Property.

3. By using the OBT to make online bookings with travel suppliers: (a) certain booking data and Confidential Information of Client Traveler will be disclosed to the applicable travel supplier website as determined by Client or Client Traveler, including, but not limited to, Client Traveler's name and profile information, including credit card data; and (b) Client is subject to all applicable travel supplier website terms and conditions, including terms of use, privacy policies, restrictions, and applicable change and cancellation policies.

4. In connection with Client's use of the OBT to make online bookings with travel suppliers, OBT Owner does not guarantee and is not responsible for: (a) the quality or performance of the travel supplier services or non-fulfillment by the applicable travel supplier; (b) the information contained in the travel supplier website (e.g., fares, rates, availability, etc.); (c) the accuracy of the content of the travel supplier website; (d) the security of Client's Confidential Information that resides in the travel supplier website (e.g., Client Traveler's name and profile information, credit card data, etc.); (e) changes and/or cancellations of services by a Client Traveler, including, but not limited to, lost tickets, fraud, obtaining possession of the applicable ticket (paper ticket or electronic ticket) from the applicable travel supplier; (f) ensuring that any purchases made are in accordance with Client's policies, procedures, and guidelines or for resolving any disputes with Client's employees and agents related thereto; or (g) payment for purchased products or services (and associated service fees).

5. Client shall not directly or indirectly do any of the following: (a) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any OBT Property or any rights under these TOS, including without limitation any access or use of any OBT Property on a service bureau basis or for any processing services beyond the scope specified in the contract(s) associated with these TOS (such as for any third parties on a rental or sharing basis); (b) use, or otherwise disclose to any third party, any OBT Owner confidential information; (c) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the OBT; (d) copy, modify, or prepare derivative works of OBT Property except as authorized for Client's business purposes; (e) reverse engineer, decompile, disassemble, or attempt to derive source code from any OBT Property; or (f) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any OBT Property.

6. Client will comply fully with all relevant export laws and regulations of the United States to assure that neither the OBT, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

Upon the termination of the services related to these TOS: (a) if Client seeks to continue to use the OBT, CTM will release the OBT back to OBT Owner which OBT Owner can then assign either back to Client directly or to Client's new travel management company (only applies if a third-party OBT and not Lightning); or (b) if Client seeks to discontinue use of the OBT, Client will discontinue any further use of and, subject to Client's recordkeeping obligations and applicable public records requirements, will destroy or return to OBT Owner all copies of the OBT and its related documentation within agreed upon timeframes.

7.1 Contractor represents and warrants that it is obligated under its agreements with third party OBT Owners that such owners must be named as third-party beneficiaries for purposes of this section. OBT Owners named in Section 1 of this Exhibit D-1, who are not Contractor, are each a third party beneficiary of the provisions of this Section 7 of this Exhibit D-1 to this Master Agreement . Third party beneficiary rights and obligations are subject to the terms and conditions of this Master Agreement, and Contractor shall ensure that Lead State, Participating States/Entities and Purchasing Entity receive the benefit of the bargain under this Master Agreement as to any claims made by such third party beneficiaries.