

## Amendment No 8 to Master Agreement 7540

This is Amendment No. 8 to Master Agreement No. 7540, dated August 16, 2017, as amended from time to time (the "Agreement") between the State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS") for the benefit of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint") and other Purchasing Entities ("Purchasing Entity"), and Corporate Travel Management North America, Inc., hereafter called Contractor. DAS and Contractor may be referred to as "Party" or "Parties".

### RECITALS

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 18, Notices is amended as follows:

**18. NOTICES.** All notices required under this Agreement will be in writing and addressed to the party's Authorized Representative, as identified below or in the Contract. Mailed notices are deemed received 5 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 DAS copies of all notices that Contractor sends to Purchasing Entity.

#### Contractor

Name: Corporate Travel Management

Attn: ~~Karen McGilvray~~ **Karen Thorburn**

Title: SVP-GM, Government-Pacific Region

Address: 2925 First Avenue South, Seattle, Washington 98134

Contact Telephone Number: ~~1.206.674.4445~~ **206-216-1328**

E-Mail Address: ~~[Karen.mcgilvray@travelctm.com](mailto:Karen.mcgilvray@travelctm.com)~~ **[Karen.Thorburn@travelctm.com](mailto:Karen.Thorburn@travelctm.com)**

#### DAS

Name: Kaliska King, CPPB, OPBC

Title: Procurement Analyst

Address: 1225 Ferry St SE, Salem, OR 97301

Contact Telephone Number: ~~503.378.5332~~ **503.798.19078**

E-Mail Address: ~~[Kaliska.King@oregon.gov](mailto:Kaliska.King@oregon.gov)~~ **[Kaliska.king@das.oregon.gov](mailto:Kaliska.king@das.oregon.gov)**

2. Exhibit A- Description of Services and Rates, Section 1.4.3.3. Additional Information is amended as follows:

#### 1.4.3.3 Additional Information:

- Assist in streamlining the payment process to each hotel. This includes using technology like virtual payment solutions, SMART Bill, and direct bill as needed.
- **Allow access to lodging rates only to other TMC'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 website.**

3. Exhibit A- Description of Services and Rates, Section 1.5.1 Website is amended as follows:

**1.5 Website:**

**1.51. Customized Website:**

Each Participating State/Entity will have a customized website including their travel policy, and any other needed information for travelers. This also include a single sign on from the Participating State's/Entity's network domain to an individual level.

**1.5.2 NASPO Lodging Only website:**

**Pursuant to the provisions of this Agreement, Contractor, at its 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 Entity/State or Traveler ("Authorized User"). Contractor shall grant each Authorized User a personalized log in for access to the website for booking travel.**

**A Participating Addendum with NASPO is not required for the NASPO Lodging Only website.**

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

**Certification:**

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR**

By: Karen L Thorburn  
Title: SVP/GM Pacific Region  
Date: 12/28/22  
FEID # 47-0355040

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

By: John ANGLIM  
Title: DAS PS Procurement Manager  
Date: 12/28/2022

Approved pursuant to ORS 291.047

By: Karen Johnson  
Sr. Assistant Attorney General  
Date: 12/7/2022 via email.