

Q 1: PARTICIPATING ADDENDUM FOR

**The Grand River Dam Authority, an Agency of
THE STATE OF OKLAHOMA**

NASPO ValuePoint

PARTICIPATING ADDENDUM

TRAVEL MANAGEMENT SERVICES

Lead by the State of Oregon



Master Agreement #: 7540

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

Participating Entity: **The Grand River Dam Authority, an Agency of THE
STATE OF OKLAHOMA**

The following products or services are included in this Addendum: All Travel Management Services.

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This Addendum covers the Travel Management Services led by the State of Oregon for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by the Grand River Dam Authority, an agency of the State of Oklahoma. Issues of interpretation and eligibility for participation are solely within the authority of the Grand River Dam Authority's Director of Procurement.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Corporate Travel Management North America, Inc.
Address:	16420 Park Ten Place Suite 455 Houston, TX 77084
Telephone:	281-947-3534
Fax:	
Email:	Christy.Shafer@travelctm.com

Participating Entity

Name:	Tina Balmer, Director of Procurement
Address:	201 NW 63 rd Street, Suite 305 / Oklahoma City, OK 73116
Telephone:	(405) 297-9963 ext. 4657
Fax:	(405) 840-1390
Email:	tbalmer@grda.com

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. **See Exhibit 1.**

5. ***“Reserved”***.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oklahoma, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the

parties to the order agree in writing that another contract or agreement applies to such order.

8. Lease Agreements: ***“Reserved”***.
9. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
10. Contracts or Requests for Service: Any Contract or Request for Service issued by an Authorized Purchaser for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Contract or Request for Service agree in writing that another contract or agreement applies to such Contract or Request for Service.
12. Participating Addendum Integration: This Participating Addendum and the Master Agreement set forth the entire agreement between Contractor and Participating Entity with respect to the subject matter. All references to the State of Oregon in the Master Agreement will be interpreted to mean the State of Oklahoma for the purpose of this Participating Addendum. All references to DAS in the Master Agreement will be interpreted to mean the Grand River Dam Authority for the purpose of this Participating Addendum. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms.

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

Participating Entity: Grand River Dam Authority	Contractor: Corporate Travel Management North America, Inc.
Signature: 	Signature: 
Name: Daniel S. Sullivan	Name: Christy Shafer
Title: President/Chief Executive Officer	Title: SVP/General Manager
Date: 08/07/2019	Date: 08/02/2019

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

***to support documentation of participation and posting in
appropriate data bases.]***

EXHIBIT 1
PARTICIPATING ADDENDUM
FOR THE GRAND RIVER DAM AUTHORITY
AN AGENCY OF THE STATE OF OKLAHOMA

The following modifications or additions apply only to actions and relationships with the Participating Entity. These changes modify or supplement the Master Agreement terms and conditions.

1. Applicable Law and Choice of Venue. The words and phrases of the Master Agreement and this Participating Addendum will be given their ordinary English meaning. The Master Agreement and this Participating Addendum will be interpreted and construed in accordance with the laws of the State of Oklahoma. The litigation of any dispute arising out of the Master Agreement or this Participating Addendum shall be in the state courts of Oklahoma. Contractor consents to the personal jurisdiction of the state courts of Oklahoma and waives any objection to venue in those courts and any claim that the forum is an inconvenient forum.

2. Contractor's Compliance with Laws. In the performance of any work under the Master Agreement or this Participating Addendum, Contractor and its subcontractors will comply with all applicable provisions and requirements of the Civil Rights Act of 1991 and any amendments thereto, the Fair Labor Standards Act of 1938 and amendments thereto, the Occupational Safety and Health Act of 1970, and all other federal, state, and local laws. If Contractor or any subcontractor fails to comply with such laws, regulations, or enactments, and Contractor is assessed a fine, penalty, cost, charge, and/or expense due to the noncompliance, Contractor will fully pay any such fine, penalty, cost, charge, or expense, and hold Participating Entity harmless regarding the same. In the event that any such fine, penalty, cost, charge, and/or expense is assessed against Participating Entity due to the actions or omissions of Contractor, Contractor will indemnify GRDA as provided in Article 10 of the Master Agreement.

3. Status Verification System. Contractor certifies that it is in compliance with 25 O.S. § 1313 and participates in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 as:

"Status Verification System" means an electronic system operated by the federal government, through which an authorized official of an agency of the State of Oklahoma or of a political subdivision therein may make an inquiry, by exercise of authority delegated pursuant to Section 1373 of Title 8 of the United States Code, to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by Section 7 of this act. The Status Verification System shall be deemed to include:

- a. the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); 8 U.S.C., Section 1324a, and operated by the United States Department of Homeland Security, known as the Basic Pilot Program,
- b. any equivalent federal program designated by the United States Department of Homeland Security or any other federal agency authorized to verify the work eligibility

status of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603,

c. any other independent, third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in this paragraph, or

d. the Social Security Number Verification Service, or such similar online verification process implemented by the United States Social Security Administration[.]

This includes, but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

4. Record Retention and Audits. Contractor will, at all times during the term of this Contract and for a period of five (5) years after the completion of this Contract, maintain and make available for inspection and audit by Participating Entity and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Contract.