

NASPO ValuePoint

PARTICIPATING ADDENDUM
**TRAVEL MANAGEMENT SERVICES
(2023-2029)**

Led by the State of Oregon

Master Agreement #: **PO-10700-00017269**Contractor: **Corporate Travel Management North America, Inc.**Participating Entity: **STATE OF ALABAMA**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Travel Management Services (2023-2029)** 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 Department of Finance. The Department of Finance may provide services to other agencies through the Concur booking tool. 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:	Julius Macatangay
Address:	2120 South 72 nd Street, Suite 700, Omaha, NE 68124
Telephone:	254-630-4309
Fax:	n/a
Email:	Julius.Macatangay@travelctm.com

Participating Entity

Name:	Christine Cook, C.P.M.
Address:	100 N. Union St., Suite 192, Montgomery, AL 36130
Telephone:	(334) 242-7250
Fax:	(334) 242-4419
Email:	Christine.cook@purchasing.Alabama.gov

NASPO ValuePoint

PARTICIPATING ADDENDUM



TRAVEL MANAGEMENT SERVICES

(2023-2029)

Led by the State of Oregon

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 Attachment "A"

5. Lease Agreements: Reserved
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alabama, 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.

NASPO ValuePoint
PARTICIPATING ADDENDUM



TRAVEL MANAGEMENT SERVICES
(2023-2029)
Led by the State of Oregon

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

Participating Entity: State of Alabama	Contractor: Corporate Travel Management North America, Inc.
Signature: Signed by: 17B1713EFFD1455...	Signature: DocuSigned by: 854A6B71048A405...
Name: Christine Cook, C.P.M.	Name: Carol Hall
Title: Chief Procurement Officer	Title: SVP/General Manager
Date: 3/10/2025	Date: 3/12/2025

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

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
(2023-2029)**
Led by the State of Oregon

Attachment A

Participating Addendum

For: The State of Alabama

Under the NASPO ValuePoint Master Agreement

Travel Management Services

Master Agreement #: PO-10700-00017269

Purpose:

The State of Alabama desires to adjoin for Travel Management Services contract number PO-10700-00017269.

Mandatory Source:

This contract is for use by the Department of Finance. All other state agency's use of this contract will only be through the online booking tool, Concur, together with any agent bookings needed to fulfill the Concur travel reservations. Vehicle rentals under this agreement shall utilize the pricing established in the State of Alabama master agreement(s) if applicable. Corporate Travel Management - North America, Inc. shall be provided current applicable contract and pricing information as updates are available.

Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves

NASPO ValuePoint
PARTICIPATING ADDENDUM



TRAVEL MANAGEMENT SERVICES
(2023-2029)
Led by the State of Oregon

the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Certification Pursuant to Act no. 206-557:

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. The contractor is hereby certifying that they are in full compliance with Act No. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Foreign Corporation – Certificate of Authority:

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State per Section 10-2b-15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In

NASPO ValuePoint
PARTICIPATING ADDENDUM



TRAVEL MANAGEMENT SERVICES
(2023-2029)
Led by the State of Oregon

circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.