State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
Corporate Travel Management North America, Inc.
2925 First Avenue South
Seattle, WA 98134

Telephone No. 206-674-4438

Price Agreement Number: 80-000-18-00031
Payment Terms: Net 30
F.O.B.: Destination
Delivery: As Requested

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Susan L. Phillips
Telephone No.: 505-827-0488

Title: Travel Management (Agency) Services 2018 -2023

Term: May 29, 2018 – August 15, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 05/29/2018

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
LM/slp
PARTICIPATING ADDENDUM FOR
THE STATE OF NEW MEXICO

NASPO ValuePoint
PARTICIPATING ADDENDUM
80-000-18-00031
TRAVEL MANAGEMENT SERVICES
Lead by the State of Oregon

Master Agreement #: 7540
Contractor: CORPORATE TRAVEL MANAGEMENT NORTH AMERICA, INC.
Participating Entity: STATE OF NEW MEXICO

The following products or services are included in this Addendum (For a complete list see Exhibit A of the Master Agreement for Travel Management Services:

- Full reservation services for domestic and international travel including ticketing and fulfillment of travel reservation for all commercial modes of travel via an online booking tool and a full service agent services, including but not limited to:
- Airfare reservations and booking
- Lodging services
- Booking car rental reservations
- Additional travel management services and related travel services

MASTER AGREEMENT TERMS AND CONDITIONS:

Scope Of Work:
Travel Management Services: Full reservation services for domestic and international travel including ticketing and fulfillment of travel reservations for all commercial modes of travel. Via an online booking tool and a full service Agent services, including but not limited to:

2.4.1 Travel
- Airfare reservations and booking
- Lodging Services

2.4.2 Car rental reservations
- Booking

2.4.3 Other
- Additional Travel Management Services
- Additional related travel services
1. **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 New Mexico. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This Price Agreement is intended for statewide use by all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

### Contractor

| Name                  | Corporate Travel Management North America, Inc.  
<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>Tony Fuerte</td>
</tr>
<tr>
<td>Address:</td>
<td>2925 First Avenue South</td>
</tr>
<tr>
<td></td>
<td>Seattle WA 98134</td>
</tr>
<tr>
<td>Telephone:</td>
<td>206-674-4438</td>
</tr>
<tr>
<td>Fax:</td>
<td>206-674-4444</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Tony.fuerte@traveltcm.com">Tony.fuerte@traveltcm.com</a></td>
</tr>
</tbody>
</table>

### Participating Entity

| Name                  | State of New Mexico  
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td>Lawrence O. Maxwell, State Purchasing Agent</td>
</tr>
<tr>
<td>Address:</td>
<td>1100 S. St. Francis Drive, Room 2016</td>
</tr>
<tr>
<td></td>
<td>Santa Fe, NM 87505</td>
</tr>
<tr>
<td>Telephone:</td>
<td>505-827-0482</td>
</tr>
<tr>
<td>Fax:</td>
<td>505-827-2484</td>
</tr>
<tr>
<td>Email:</td>
<td>Lawrence,<a href="mailto:maxwell@state.nm.us">maxwell@state.nm.us</a></td>
</tr>
</tbody>
</table>

**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.
2. **Term**
This Participating Addendum will be neither effective nor binding until signed by the State Purchasing Agent and continue through August 15, 2019, unless extended, renewed or terminated. The contract term including extensions and renewals, shall not exceed (4) four years except as set forth in NMSA 1978, § 13-1-150.

3. **Termination**
   A. **Grounds** Either party may terminate this Agreement for convenience or cause.
   
   B. **Notice; Procuring Agency Opportunity to Cure**
   
   1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   
   2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

   3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

   C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency’s sole liability upon termination shall be to pay for all services as opposed to results of services performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCUREMENT AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**

4. **Appropriations**
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to immediately terminate the Agreement.
5. Status of Contractor
The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act
A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency’s contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency’s making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator’s family; (iii) the Contractor is not a business in which a legislator or a legislator’s family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator’s family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor’s representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7. Amendment
A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

8. Merger
This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties For Violation of Law
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise
subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. **Workers Compensation**
The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

12. **Applicable Law**
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

13. **Records and Financial Audit**
The Contractor shall maintain appropriate account records for services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to reasonable inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor no more than once in any twelve month period. Where audits are more than once in any 12 month period then the State will be responsible for the full cost of the additional audit including the time spent by the Contractor and its employees on such audit. The Procuring Agency shall have the right to audit billings after payment as payment for all services and travel vendors shall be charged to a government procurement card. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

14. **Invalid Term or Condition**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

15. **Enforcement of Agreement**
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. **Non-Collusion**
In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. **Notices**
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
To the Procuring Agency:
State of New Mexico
Lawrence O. Maxwell, State Purchasing Agent
1100 S. St. Francis Drive, Room 2016
Santa Fe, NM 87505
Lawrence.maxwell@state.nm.us

To the Contractor:
Corporate Travel Management North America, Inc.
Tony Fuerte
2925 First Avenue South
Seattle WA 98134
Tony.fuerte@travelcm.com

18. Succession
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings
Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. Intentionally Omitted
22. Intentionally Omitted
23. Intentionally Omitted
24. Intentionally Omitted
25. Default and Force Majeure
The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
26. **Assignment**
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

27. **Subcontracting**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

28. **Intentionally Omitted**
29. **Intentionally Omitted**
30. **Intentionally Omitted**

31. **Release**
Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. **Confidentiality**
Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

33. **Intentionally Omitted**
34. **Intentionally Omitted**
35. **Intentionally Omitted**
36. **Intentionally Omitted**

37. **Insurance**
If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

38. Arbitration
Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq.

39. Intentionally Omitted
40. Intentionally Omitted
41. Intentionally Omitted

42. 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.

43. 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. All purchases for services as well as all travel vendor reservation and ticketing point of sale costs made under this agreement must be paid at time of service by a government purchasing credit card.

44. Participating Addendum Integration
This Addendum and the Master Agreement set forth the entire agreement between Contractor and Participating State with respect to the subject matter. 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.
<table>
<thead>
<tr>
<th>Participating Entity:</th>
<th>Contractor: Corporate Travel Management North America, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of New Mexico</td>
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<tr>
<td><strong>Signature:</strong></td>
<td><strong>Signature:</strong></td>
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<tr>
<td><img src="image" alt="Signature" /></td>
<td><img src="image" alt="Signature" /></td>
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<tr>
<td><strong>Name:</strong></td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td>Lawrence O. Maxwell</td>
<td>Tony Fuerte</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td>State Purchasing Agent</td>
<td>SVP-GM North America Gov.</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td><strong>Date:</strong></td>
</tr>
<tr>
<td>May 22, 2018</td>
<td>5/23/2019</td>
</tr>
</tbody>
</table>

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

<table>
<thead>
<tr>
<th>Cooperative Development Coordinator:</th>
<th>Tim Hay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>503-428-5705</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a></td>
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</tbody>
</table>

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

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