State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000037733
NMDII-Training Plus
#35 Private Rd 1142
Española, NM 87532

Telephone No. (505) 594-0434

Price Agreement Number: 00-00000-19-00081
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 Inman
Telephone No.: (505) 827-0294
E-mail: susan.inman@state.nm.us

Title: Defensive Driving Course Materials & Instruction

Term: March 10, 2020 through June 30, 2022

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: 03/10/20

Purchasing Division, 1100 St. Francis Drive, P.O.Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. Inspection of Plant: The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor,
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 Vendor to meet the required
delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any
other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she 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
his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal
Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public
Law 101-336).  

its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state
agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' 
Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and
applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom
left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the
bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are
considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been
executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency.
Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and
qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to
insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel
shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the
Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written
approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities
under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time,
nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three
(3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the
Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts,
State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment
for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts
from the prime contractor to the subcontractor.
Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.
SPECIFICATIONS:

NMDII – Training Plus, authorized distributor for the National Safety Council (NSC) will provide safety training courses and materials to specific individuals within their department to become certified NSC Defensive Driving Course (DDC) instructor(s). By certifying each individual, it will allow the instructors to train their department/organization. Once instructors are certified, the vendor will provide official certificates of completion. The vendor will also provide, on an annual lease, full motion videos, animations, interactive user exercises and real-world simulations to certified instructors to use when presenting/training their department/organizations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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| 1    |              | EA   | DDC-4 10th Edition Student Guides w/ Certificates (31106-0024)                          | $7.75 for 25-275  
                                                  |                              | $7.40 for 300-975            |
| 2    |              | EA   | DDC-8/6 10th Edition Student Guides w/ Certificates (31103-0024)                       | $7.75 for 25-275  
                                                  |                              | $7.40 for 300-975            |
| 3    |              | EA   | DDC 10th Edition Transition eLearning Instructor Resource Kit with Multimedia (current instructors) | $940.00                    |
| 4    |              | EA   | DDC 10th Edition Transition eLearning Instructor Resource Kit with Multimedia (new instructors) (31110-0000) | $1,045.00                  |
| 5    |              | EA   | DDC 10th Edition Transition eLearning Instructor Certification Course Registration Fee (new instructors) (44100-1215) | $800.00                    |
| 6    |              | EA   | DDC Online Program (44100-1350)                                                         | $41.95 for 1-49  
                                                  |                              | $39.85 for 50-99             |
                                                  |                              | $33.55 for 100-249            | $24.10 for 250-499           |
                                                  |                              | $17.80 for 500-999            | $14.65 for 1,000-2,499       |
| 7    |              | EA   | DDC Online Certificates                                                                | $2.20                      |
| 8    |              | EA   | Coaching the Van Driver 3 Instructor Kit (34440-7777)                                   | $525.00                    |
| 9    |              | EA   | Driver Response Book (34441-0024)                                                      | $2.75 for 10-99  
                                                  |                              | $2.50 for 100+               |

*** 9 Items Total ***