State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:  
0000041661  
G4S Secure Solutions (USA) Inc.  
4308 Carlisle Blvd NE, Suite 101  
Albuquerque, NM 87101  
Email: jimmy.ramos@usa.g4s.com  
Telephone No. (505) 842-0861

Price Agreement Number: 60-000-16-00061AB  
Price Agreement Amendment No.: Three  
Term: August 15, 2016 through August 14, 2020

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

Invoice:  
As Requested at time of order

Procurement Specialist: Susan Inman  
Telephone No.: (505) 827-0294  
Email: susan.inman@state.nm.us

Title: Security Guard Services

The attached Amendment is to be attached to the respective Statewide Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 15, 2019 to August 14, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Statewide Price Agreement shall remain in full force and effect.

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM  87502 (505) 827-0472
State of New Mexico

General Services Department, State Purchasing Division

Security Guard Services

CONTRACT NO: 60-000-16-00061AB
AMENDMENT NO: THREE

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Procuring Agency", and G4S Secure Solutions (USA) Inc., hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on August 14, 2020. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978 §13-1-150.

All other articles of the original contract remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature]
G4S Secure Solutions (USA) Inc.
Date: 8/9/19

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 01-866000-00-2

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature]
Taxation & Revenue Department
Date: 8/14/19
Approved for legal sufficiency:

By:  

Paul Kippert  
State Purchasing Division, General Counsel  

Date: 8/14/19

This Amendment has been approved by the State Purchasing Agent:

By:  

Paul Kippert  

Date:  8/14/19

Mark Hayden  
Purchasing Agent for the State of New Mexico
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
0000041661  
G4S Secure Solutions (USA) Inc.  
4308 Carlisle Blvd NE, Suite 101  
Albuquerque, NM 87101

Telephone No.  (505) 842-0861

Price Agreement Number: 60-000-16-00061AB

Price Agreement Amendment No.: Two

Term: August 15, 2016 through August 14, 2019

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

For questions regarding this Price Agreement please contact:  
Susan Inman (505) 827-0294

Title: Security Guard Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a  
part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is  
extended from August 15, 2018 to August 14, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 08/13/18

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico

General Services Department, State Purchasing Division

Security Guard Services
CONTRACT NO: 60-000-16-00061AB
AMENDMENT NO: TWO

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Procuring Agency", and G4S Secure Solutions (USA) Inc., hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on August 14, 2019. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978 §13-1-150.

All other articles of the original contract remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

For G4S

By: [Signature] Date: 08/06/2018
G4S Secure Solutions (USA) Inc.

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 01-866000-00-2

By: [Signature] Date: 8-14-18
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.
Approved for legal sufficiency:

By: Alexis Johnson  Date: 8/14/18
General Services Department, General Counsel

This Amendment has been approved by the State Purchasing Agent:

By: Lawrence O. Maxwell  Date: 8/14/18
Purchasing Agent for the State of New Mexico
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000041661
G4S Secure Solutions (USA) Inc.
4308 Carlisle Blvd NE, Suite 101
Albuquerque, NM 87101

Telephone No. (505) 842-0861

Price Agreement Number: 60-000-16-00061AB
Price Agreement Amendment No.: One
Term: August 15, 2016 through August 14, 2018

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

Procurement Specialist: Susan Inman
Telephone No.: (505) 827-0294

Invoice:
As Requested

For questions regarding this Price Agreement please contact:
Susan Inman (505) 827-0294

Title: Security Guard Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective August 15, 2017. Awarded Vendor name corrected on initial Statewide Price Agreement coverpage as G4S Secure Solutions (USA) Inc.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 15, 2017 to August 14, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 08/09/17

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico

General Services Department, State Purchasing Division

Security Guard Services
CONTRACT NO: 60-000-16-00061AB
AMENDMENT NO: ONE

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Procuring Agency", and G4S Secure Solutions (USA) Inc., hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on August 14, 2018. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978 §13-1-150.

All other articles of the original contract remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: G4S Secure Solutions (USA) Inc. Date: 8/4/2017

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 01-866000-00-2 Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: Nicole Vigil Date: 8/9/17
Taxation & Revenue Department
Security Guard Services

CONTRACT NO: 60-000-16-00061AB
AMENDMENT NO: ONE

This Agreement has been approved by the State Purchasing Agent:

By: [Signature]

Date: 8/4/10

Lawrence O. Maxwell,
Purchasing Agent for the State of New Mexico
State of New Mexico
General Services Department
Statewide Price Agreement

Awarded Vendor
0000041661
G4S Secure Solutions Secure Solutions (USA) Inc.
4308 Carlisle Blvd NE, Suite 101
Albuquerque, NM 87101

Telephone No. (505) 842-0861

Price Agreement Number: 60-000-16-00061AB
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Susan Inman
Telephone No.: (505) 827-0294

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

Invoice:
As Requested

Title: Security Guard Services

Term: August 15, 2016 through August 14, 2017

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: 8/10/16

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
CONTRACT NO. 60-000-16-00061AB

STATE OF NEW MEXICO
FOR
SERVICES

THIS AGREEMENT is made and entered into by and between the General Services Department, State Purchasing Division, State of New Mexico, herein after referred to as the "agency", and G4S SECURE SOLUTIONS (USA) INC. herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions
   A. "Agreement Administrator" means the individual appointed by the SPA to administer the Price Agreement.

   B. "Procuring Agency" means an agency of the executive, legislative or judicial branches of New Mexico state government as well as local public bodies including cities, counties, public schools and institutions of higher education.

   C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

   D. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

   E. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.

   F. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

   G. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

   H. "Procuring Agency/User Agency" means any state agency or local public body that chooses to procure products or services under this Agreement. Other units of government, including cities, counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the SPA, are authorized to buy from this Agreement.
I. “Products and Services schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

J. “You” and “your” refers to G4S SECURE SOLUTIONS (USA) INC. “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

2. **Scope 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 term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

**Escalation / Reduction Clause**

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor’s prices are reduced for any reason, users shall receive the benefit of such reductions. Contractors must allow 15 working days for an amendment to be processed to allow the increase or decrease.

This procurement will result in a multiple-awarded statewide price agreement. Award may be based on location.

The items and/or services to be ordered shall be as listed under the Compensation section (3) in the resultant Price Agreement. 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.

Contractor shall be a bona fide, licensed contractor regularly engaged in the business of providing contract security services in the state of New Mexico. Contractor agrees to abide by all federal, state and municipal laws governing this type of service and be current in the payment of occupational taxes, gross receipts taxes, workers' compensation taxes, unemployment taxes and income taxes. Contractor agrees to provide evidence of compliance to user Agency upon request.
Contractor and Contractor's security personnel will meet the following requirements

A. The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-27B-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

B. The Contractor shall ensure all contract personnel assigned under the resultant Price Agreement shall be in compliance with the Level I, Level II and Level III security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-27B-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

C. The Contractor shall provide user Agency with copies of all contract personnel license(s)/registration(s) prior to contract personnel assuming duties at user Agency locations(s).

D. All contract personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-27B-22(D) NMSA 1978.

E. The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.

F. Contractor shall maintain insurance coverage specified in Appendix C, Sample Contract, #34 Insurance during the entire term of the Price Agreement.

G. Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

H. All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

I. The Agency reserves the right to alter the days and/or hours of the Contractor. The Agency also has the discretion to change the security personnel duties and schedules if the Agency determines it is in the best interest of the Agency to do so.

J. The Contractor shall provide the Agency detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by user Agency, Contractor shall provide Agency invoices on a monthly basis.
K. All contract personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift. The Contractor shall not invoice the agency for time, in hour blocks, when guards are absent from their posts.

L. Standards of Appearance: All contract personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with NMSA 1978 61-27B-1 through 61-27B-36, section 16.48.3.12.

M. Contractor Vehicle: Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked as such prior to use. Only clearly marked contractor owned or leased vehicles, not “Privately Owned Vehicles” (POVs) owned by individual employees, will be used to perform any services required by this Price Agreement. Vehicle markings must be reviewed by the agency.

N. Weapons (if required)

i. The Contractor will furnish all pistols, 9mm or larger, for on-duty use by contract personnel. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, will be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

ii. The Contractor will furnish all Tasers for on-duty use by contract personnel licensed for such use.

O. Special Provisions

i. Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or Management of the user Agency, or designated representative at locations where contract personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the user Agency. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the user Agency deems appropriate. Temporary removal of contract personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

ii. Permanent Removal of Guard Personnel. The user Agency reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or Agency standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss,
destruction, or irresponsible use of agency’s equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with user Agency instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without user Agency consent, reinstate any employee who has been permanently removed.

P. Personnel Records: These records shall be available for inspection by the user Agency to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

Q. Contract personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8 hour period prior to a scheduled shift is strictly prohibited.

R. Contract personnel will be expected to maintain a clean work area, including facilities that they use and associated vehicles (if required). Contract personnel will maintain cleanliness throughout their shift. Cleaning materials will be provided by the user Agency.

S. Contract personnel may be required to have a medical clearance to participate in a physical agility test (PAT). They must meet the minimum fitness level with passing a PAT which are listed below:

i. Aerobic endurance:

<table>
<thead>
<tr>
<th>AGE</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
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<tbody>
<tr>
<td>&lt;30</td>
<td>13:30</td>
<td>15:30</td>
</tr>
<tr>
<td>30 – 49</td>
<td>15:00</td>
<td>17:00</td>
</tr>
<tr>
<td>50+</td>
<td>17:00</td>
<td>19:00</td>
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</table>

ii. Upper body strength

<table>
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<tr>
<th>AGE</th>
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<th>FEMALE</th>
</tr>
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<td>13</td>
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<tr>
<td>50+</td>
<td>10</td>
<td>5</td>
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iii. Muscular endurance

<table>
<thead>
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<th>1 minute maximum of sit ups</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGE</td>
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<td>23</td>
</tr>
<tr>
<td>50+</td>
<td>12</td>
<td>6</td>
</tr>
</tbody>
</table>

T. List of Possible Job Requirements includes, but is not limited to, one or more of the following:

i. Answer/transfer incoming calls
ii. Detain personnel under the influence
iii. Direct Traffic
iv. Distribute and collect badges
v. Escort individuals on/off of premises
vi. Escort of employees or visitors
vii. Inspect/search vehicles or individuals
viii. Keep unauthorized personnel, weapons, activity, etc. off premises
ix. Lock and unlock exterior doors as required
x. Ensure smokers utilize designated areas
xi. Monitor a surveillance system
xii. Monitor personnel inside/outside of building
xiii. Operate communication equipment (computer, telephone, radio)
xiv. Patrol assigned areas
xv. Raise and lower flags
xvi. Search backpacks, purses, packages, etc.
xvii. Search, scan or wand personnel/visitors
xviii. Staff a front desk, guard shack, receptionist desk, etc.
xix. Transfer of individuals to local law enforcement

U. Privacy Act: Work at a user Agency may require that personnel have access to privacy information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable rules and regulations.

V. Each successful Offeror shall contract with the user Agency. At a minimum, this contract shall contain:

i. the location for services
ii. the days of service
iii. the hours of service
iv. the service duties, routine and schedule
v. the necessary reports and forms to be used
vi. a list of receptionist/ front desk/ and or guard shack duties, if applicable
vii. equipment supplied by the offeror
viii. equipment, supplies, services, provided by the user Agency
ix. compensation (in accordance with the Statewide Price Agreement resulting from this RFP)

x. Contractor personnel contact information; including but not limited to personnel responsible for invoicing, staffing concerns, and contract management.

3. **Compensation**

The Procuring Agency shall pay to the Contractor based upon fixed prices for each level of service and each deliverable item in accordance with the attached Cost Response Form(s), and Optional Equipment Form(s).

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the Contractor, within fifteen (15) days from the date the procuring agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize Purchase Orders or forms adapted by them for their own use.

C. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor’s designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Procuring Agencies and the State agree to pay in full the balance shown on each account’s statement, by the due date shown on said statement.
D. Late Charges: If the State fails to pay as required above, the Contractor may assess a late fee on the unpaid balance of more than 60 days. Late fees will be assessed at a rate based upon the billing address of each State or Procuring Agency account; therefore, the periodic (monthly) late fee rate shall be 1.5% and the corresponding Annual Percentage Rate for the State of New Mexico will be 18%. No late fee on new purchases will be assessed during the billing cycle when the purchase was made.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on August 14, 2017. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978 §13-1-150.

6. Default and Force Majeure

The State reserves the right to cancel all or any part of any orders placed under this contract without cost to the State, if the Vendor fails to meet the provisions of this contract 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 sub-contractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies 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 contract.

7. Termination

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the 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 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 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 Paragraph 17, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work 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 AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

8. Amendment

This Price Agreement may be amended by mutual Agreement of the State Purchasing Agent 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 State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

9. Status of Contractor

The Contractor, and Contractor’s agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor’s 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the State Purchasing Agent’s office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.
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.

11. **Subcontracting**

   The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the State Purchasing Agent. The following subcontractor(s) have been approved to supply resources for this Agreement <None>.

12. **Non-Collusion**

   In signing this Agreement, the Vendor/Contractor certifies the Vendor/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.

13. **Inspection of Plant**

   The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor’s regular business hours and upon prior written notice, the Contractor’s plant or place of business, or any subcontractor’s plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

   The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that 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 or merchantability.

15. **Condition of Proposed Items**

   Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

   During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the agency, the State Auditor and other appropriate state and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the agency to recover excessive or illegal payments.
17. **Appropriations**

The terms of this Agreement, and any orders placed under it, 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, and any orders placed under it, shall terminate upon written notice being given by the agency to the Contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor 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 prior written approval by the procuring agency.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the 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 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;

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 Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the 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 Paragraph 20 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 Paragraph 20 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

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

21. Approval of Contractor Representative(s)
The agency reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the agency, adequately serving the needs of the State of New Mexico.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, 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, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the agency, its officers or employees.

26. **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health
insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://bewellnm.com.

27. **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 (C). 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.

28. **Limitation of Liability**

The Contractor's liability to the agency, or any procuring agency, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the agency's, or the procuring agency's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Arbitration**

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

30. ** Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the
Contractor's best and final offer if such has been made and accepted by the SPA or agency or entity; and (5) the Contractor's response to the request for proposals.

31. **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 agency.

32. **Inspection**

   If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

   If this contract is for the purchase of services, the following terms shall apply.

   A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

   B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

   C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

   D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

   E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

   (2) reduce the contract price to reflect the reduced value of the services performed.
F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:
   (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
   (2) terminate the contract for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PURCHASING AGENT'S OR OTHER PARTY'S TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

34. **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 contract). 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.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
36. **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.

37. **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.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the state and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the state for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:
   i. give the Contractor prompt written notice within 48 hours of any claim;
   ii. allow the Contractor to control the defense of settlement of the claim; and
   iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
   i. provide the agency the right to continue using the product or service and fully indemnify the agency against all claims that may arise out of the agency's use of the product or service;
   ii. replace or modify the product or service so that it becomes non-infringing; or,
   iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the agency to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement
40. **Employee Pay Equity Reporting**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

41. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
b. violation of Federal or state antitrust statutes related to the submission of offers; or
c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph B of this disclosure;

iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

42. **Public Works Minimum Wage Act**

A. If this contract is in excess of sixty thousand dollars ($60,000) and is for construction alteration, demolition or repair (or any combination of these including painting and decorating of state public buildings, state public works or state public roads and requires or involves the employment of mechanics, laborers or both), the requirements of the Public Works Minimum Wage Act, as set forth in Sections 13-4-10 through 13-4-17 are hereby incorporated into this Contract.

B. The minimum wages and fringe benefits to be paid to various classes of laborers and mechanics at all tiers under this contract shall be based upon the wages and benefits determined by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions at the time of individual contract award under the authority of Sections 13-4-10 through 13-4-17 NMSA 1978. Using Agencies are responsible for contacting the Labor Relations Division for the current wage rate decision applicable to any resultant contract issued under this agreement and incorporation therein.

C. Such incorporated Wage Decision shall stipulate the Contractor, Subcontractor, Employer, or person acting as Contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Subsection B of Section 13-4-11 NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

D. The Contractor receiving any such award to which the Act applies shall cause this provision to be placed in all subcontracts awarded by Contractor.

E. In the event during performance under this Contract, if the Director of the Labor Relations Division makes a written finding that any laborer or mechanic employed on the site of the project has been or is being paid as a result of a willful violation of a wage rate or fringe benefit rate less than the rates required, the contracting Agency may, by written notice to the Contractor,
subcontractor, employer or person acting as a Contractor, terminate the right to proceed with the work or part of the work as to which there has been a willful violation to pay the required wages or fringe benefits, and the contracting Agency may prosecute the work to completion by contract or otherwise, and the Contractor or person acting as a Contractor and the Contractor’s or person’s sureties shall be liable to the State for any excess costs occasioned thereby. Any party receiving notice of termination of a project or subcontract may appeal the finding of the Director of the Labor Relations Division as provided in the Public Works Minimum Wage Act.

43. **Suspension, Delay or Interruption of Work**

The State Purchasing Agent or other party to this Agreement may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the State Purchasing Agent or other party to this Agreement may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor’s compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

44. **Administrative Fees**

RESERVED.

45. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

**To Agency:** Lawrence O. Maxwell, State Purchasing Agent
Office address: 1100 South St. Francis Drive
(for express carrier and hand deliveries) Joseph M. Montoya Building, Rm. 2016
Santa Fe, New Mexico 87505-4108
Phone: (505) 827-0472
Fax: (505) 827-2484
E-mail: Lawrence.Maxwell@state.nm.us
To Contractor: Jimmy Ramos  
G4S Secure Solutions (USA) Inc.  
4308 Carlisle Blvd NE, Suite 101  
Albuquerque, NM 87101  
Phone: (505) 842-0861  
E-mail: jimmy.ramos@usa.g4s.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 44. The carrier for mail delivery and notices shall be the agent of the sender.

46. **Succession**

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

47. **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.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

STATE OF NEW MEXICO
General Services Department

For G4S

Date: 8/9/16

G4S Secure Solutions (USA) Inc.

BY: Jimmy Ramos
TITLE: GENERAL MANAGER

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO.: 01844000002

BY: 
DATE: 8/10/16

State Purchasing Agent

Date: 8/10/16
COST RESPONSE FORM

Name of Offeror: _G4S Secure Solutions__________________________

Offeror **MUST** complete the Hourly Rate table below for all levels of service proposed. Hourly Rates proposed are for the initial year of service.

Offeror **MUST** submit Holiday Hours for each Level Regular Hours are provided.

Offeror may propose one cost to be effective statewide, or cost for a specific location(s). Locations may be proposed by region(s), county(-ies), city(-ies), or town(s). Offeror must complete a separate Hourly Rate table for each location proposed, and duplicate this form as needed.

**Location:** ____________All New Mexico________________________

<table>
<thead>
<tr>
<th>Regular Hours</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>18.47</td>
</tr>
<tr>
<td>Level 1 Supervisor</td>
<td>20.62</td>
</tr>
<tr>
<td>Level 2</td>
<td>21.50</td>
</tr>
<tr>
<td>Level 2 Supervisor</td>
<td>23.68</td>
</tr>
<tr>
<td>Level 3</td>
<td>25.04</td>
</tr>
<tr>
<td>Level 3 Supervisor</td>
<td>27.25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Holiday Hours</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>25.86</td>
</tr>
<tr>
<td>Level 1 Supervisor</td>
<td>28.87</td>
</tr>
<tr>
<td>Level 2</td>
<td>30.10</td>
</tr>
<tr>
<td>Level 2 Supervisor</td>
<td>33.15</td>
</tr>
<tr>
<td>Level 3</td>
<td>35.06</td>
</tr>
<tr>
<td>Level 3 Supervisor</td>
<td>38.15</td>
</tr>
</tbody>
</table>

1. NM Gross Receipt Taxes (NMGRT), or local option(s) tax, shall not be included in proposed prices. If applicable, NMGRT will be added and itemized separately at time of invoicing.

2. Hourly rates for security guards and attendants must be structured in such a manner that they include all management, supervisor, administrative, and overhead costs (firm, fixed, and fully loaded). State of New Mexico will pay the Contractor hourly rates rounded to the nearest 1/4 hour of work performed per individual.

3. All Security Guard Services are not to exceed hourly regular and holiday rates; however, rates may be negotiated at a lower rate based on quantity and quality of services requested.

4. Holiday rates only apply for holidays observed by and in agreement with user Agency.
**OPTIONAL EQUIPMENT FORM**

**Name of Offeror:** G4S Secure Solutions

Offeror is not required to submit costs for Optional Equipment.

Offeror may propose optional equipment in addition to the list below. Offeror need only submit one (1) Optional Equipment Form for all proposed locations, if costs for optional equipment are the same for all proposed locations. If optional equipment costs are unique to each location Offeror proposes, Offeror must submit one (1) Optional Equipment Form for each proposed location.

Where indicated in the items listed below, and for any additional optional equipment items, **Offeror must specify type of equipment, make/brand name, model, and yearly cost for all equipment proposed.**

Offeror is encouraged to add optional equipment for all user Agencies contract consideration. Cost and equipment will become a part of the resulting Price Agreement.

**Location:** All New Mexico

<table>
<thead>
<tr>
<th>Optional Equipment</th>
<th>Yearly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording devices w/lapel microphone (specify make &amp; model)</td>
<td>$200.00/per unit</td>
</tr>
<tr>
<td>Patrol Eyes 1080P Mini Infrared Body Camera or comparable device</td>
<td></td>
</tr>
<tr>
<td><strong>Level 2 ballistic vest (specify brand name, model)</strong></td>
<td>$600.00 per unit</td>
</tr>
<tr>
<td>GH Armor ProX Package Level IIA external Vest with G4S Security Markings</td>
<td></td>
</tr>
<tr>
<td>or comparable recognized brand</td>
<td></td>
</tr>
<tr>
<td><strong>Safety Equipment (Goggles, Reflective Vest, Gloves)</strong></td>
<td>Included in rate</td>
</tr>
<tr>
<td><strong>Company-Owned Service Vehicle (specify type(s)) – Golf Cart, Car, Truck, SUV, etc.</strong></td>
<td></td>
</tr>
<tr>
<td>SUV: Security Markings with light bar</td>
<td>$14,400 per unit</td>
</tr>
<tr>
<td>Sedan: Security Markings with light bar</td>
<td>$14,400 per unit</td>
</tr>
<tr>
<td>Golf Cart: Security markings and light bar</td>
<td>$4,800 per unit</td>
</tr>
</tbody>
</table>

**Additional Optional Equipment**

**Offeror must specify type of equipment, make/brand name, model, and yearly cost for all equipment proposed.**

<table>
<thead>
<tr>
<th>Additional Optional Equipment</th>
<th>Yearly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk360 Incident and case management software</td>
<td>$35,000-10 users</td>
</tr>
</tbody>
</table>