State of New Mexico  
General Services Department  
Statewide Price Agreement

Awarded Vendor
0000098339  
NMDII – Training Plus  
937 McDuffie Circle NE  
Albuquerque, NM 87110

Telephone No.  (505) 504-0434

Price Agreement Number: 90-000-18-00072

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As requested

Procurement Specialist: Susan Inman

Telephone No.: (505) 827-0294

Title: Defensive Driving Instruction

Term: August 28, 2018 through August 27, 2019

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 08/28/2018

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00072

Terms and Conditions
(Unless otherwise specified)

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.


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 oblige 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.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-18-00072

New Mexico Pay Equity Initiative

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 that are 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 it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website: 
http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00072

Statewide Price Agreement

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 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>EA</td>
<td>DDC-4 6th Edition Student Guides w/ Certificates (33387-0024K)</td>
<td>$5.75 ea. for 100+ $6.50 ea. for 99 or less</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
<td>Instructor Manual (33451-0000)</td>
<td>$220.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>EA</td>
<td>Teaching Kit Multi-Media Disk Set (33394-0000)</td>
<td>$875.00</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>EA</td>
<td>DDC-8/6 9th Edition Student Guides w/ Certificates (33191-0024K)</td>
<td>$4.75 ea. for 100+ $5.50 ea. for 99 or less</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>EA</td>
<td>Instructor Manual (33225-0000)</td>
<td>$220.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>EA</td>
<td>Teaching Kit Multi-Media Disk Set (33201-0000)</td>
<td>$900.00</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>EA</td>
<td>DDC Online Program (44100-1350)</td>
<td>$41.25 ea. for 1-49 $36.80 ea. for 50-99 $30.00 ea. for 100-249</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>EA</td>
<td>DDC Online Certificates</td>
<td>$2.20 ea. for any amount</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>EA</td>
<td>Coaching the Van Driver 3 Instructor Kit (34440-7777)</td>
<td>$525.00</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>EA</td>
<td>Driver Response Book (3441-0024)</td>
<td>$2.75 ea. for 10-99 $2.50 ea. for 100+</td>
</tr>
</tbody>
</table>
# National Safety Council Materials

## DDC Course Materials

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Code</th>
<th>Quantity Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>DDC-4 6th Edition Student Guides w/ Certificates</td>
<td>33387-0024K</td>
<td>$5.75 ea. for 100+</td>
</tr>
<tr>
<td>Instructor Manual</td>
<td>33451-0000</td>
<td>$6.50 ea. for 99 or less</td>
</tr>
<tr>
<td>Teaching Kit Multi-Media Disk Set</td>
<td>33394-0000</td>
<td>$220.00 ea.</td>
</tr>
<tr>
<td>DDC-8/6 9th Edition Student Guides w/ Certificates</td>
<td>33191-0024K</td>
<td>$875.00 ea.</td>
</tr>
<tr>
<td>Instructor Manual</td>
<td>33225-0000</td>
<td>$4.75 ea. for 100+</td>
</tr>
<tr>
<td>Multi-Media DVD Combo Set</td>
<td>33201-0000</td>
<td>$5.50 ea. for 99 or less</td>
</tr>
<tr>
<td>DDC Online Program</td>
<td>44100-1350</td>
<td>$220.00 ea.</td>
</tr>
<tr>
<td>DDC Online Certificates</td>
<td></td>
<td>$900.00 ea.</td>
</tr>
<tr>
<td>Coaching the Van Driver 3 Instructor Kit</td>
<td>34440-7777</td>
<td>$41.25 ea. for 1-49</td>
</tr>
<tr>
<td>Driver Response Book</td>
<td>34441-0024</td>
<td>$36.80 ea. for 50-99</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$30.00 ea. for 100-249</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2.20 ea. any amount</td>
</tr>
</tbody>
</table>

Prices DO NOT include Shipping and Handling