STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

AWARDED VENDOR
(0000048689)
CHIEF SECURITY INC
PO BOX 144
FARMINGTON, NM 87499

Telephone No. 505-325-2603

SHIP TO:
HUMAN SERVICES DEPARTMENT
STATEWIDE

INVOICE:
HUMAN SERVICES DEPARTMENT
SAN MIGUEL PLAZA, ROOM 12
SANTA FE, NM 87505

CONTRACT ORDERS WILL INDICATE AGENCY
BEN NARANJO 505-827-9402

COMMODITY: SECURITY GUARD SERVICES.

TERM: JANUARY 08, 2007 THRU JANUARY 07, 2008

THIS CONTRACT IS MADE SUBJECT TO THE "TERMS AND CONDITIONS" SHOWN ON THE REVERSE SIDE OF THIS PAGE, AND AS INDICATED IN THIS CONTRACT.

THIS CONTRACT CONTAINS 4 SHEETS.

ACCEPTED FOR THE STATE OF NEW MEXICO

NEW MEXICO STATE PURCHASING AGENT

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE, PO BOX 25110, SANTA FE, NM 87502-0110 (505) 827-0472

DATE: 01/02/07

PRICE AGREEMENT
AWARD

PRICE AGREEMENT NUMBER: 70-638-00-03844
PAYMENT TERMS: NET 30
F.O.B.: DESTINATION
DELIVERY: AS REQUESTED

Procurement Specialist: BRENDA RODRIGUEZ

Telephone No.: 505-827-8488
STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variations 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 allowance in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.

3. Assignment:
   A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or in any other manner in writing by the State Purchasing Agency's office. 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 State violations which are borne by the State 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 reasonable care.

5. Disbursements: Prompt payment of disbursement shall be made timely in accordance with the bid. Disbursements for payment within 70 days shall be considered after the award of the contract. Disbursement time will not be considered to affect the time of receipt of the materials or service, whichever is later.

6. Inspectors: Final inspection and acceptance will be made at the destination. Any defective or non-conforming materials with specifications shall be removed, at the Vendor's risk and expense, promptly upon notice of rejection.

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

8. Contracted Warranty: The Vendor agrees that the materials or service furnished under this order shall be covered by the manufacturer's or supplier's warranty. The vendor agrees to have any services for the contract performed by the manufacturer's or supplier's representative. This warranty is in addition to all warranties of the manufacturer for a period of one year from the date of delivery.

9. Taxes: The contract shall include all State taxes.

10. Packing, Shipping, and Handling:
   A. The State's purchase order number and the Vendor's name, street name and location shall be shown on each packing and delivery label, packing, bill of lading, and other correspondence in connection with the shipments. The state's name may be added or supplemented on all shipments not consigned by a packing ticket.
   B. The Vendor's invoices shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of materials or service, quantity, unit prices, and extended total. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the state agency and NOT THE STATE PURCHASING AGENT.

11. Deliveries: The State reserves the right to cancel all or any part of this order without cause to the State, if the Vendor fails to meet the requirements set forth in this order or, except as otherwise provided herein, to accept the State's bids for the entire order. The Vendor shall be the sole entity responsible for any errors or omissions in the contract or the contract documents, and any such errors or omissions, unless caused by the State, shall be the sole responsibility of the Contractor, and shall be remedied at the Contractor's expense.

12. Non-misrepresentation: In signing this bid, the Contractor certifies that the contractor has not, either directly or indirectly, entered into any other competitive bidding in connection with this offer submitted to the State Purchasing Agent.


14. Disputes: The Procurement Code, Sections 13-1-29 through 13-1-199 NMSA 1978, applies to all disputes and proceedings in which the State is a party or is a volunteer for the state agency in the amount and under the conditions set forth in Section 13-1-29 NMSA 1978.

15. All bids are due by [insert date] and shall be in the form and manner specified elsewhere.

16. Payment for Purchases: Except as otherwise agreed to, late payment charges may be assessed against the State's agency in accordance with the State's regulations set forth in Section 13-1-29 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 the workers' Compensation Act, all applicable rules shall be enforced, and the state reserves the right to terminate the contract.

18. Arbitration: Any controversy or claim arising between the parties to this contract shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

DEPARTMENT
PRICE AGREEMENT

ARTICLE I - STATEMENT OF WORK
Under the terms and conditions of this Price Agreement the using agency 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 item 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 either the New Mexico State Purchasing Agent 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 terms contained hereunder for the quantity of each order issued.

ARTICLE II - TERM
The term of this Price Agreement for issuance of orders shall be as indicated in 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 shall show the applicable Price Agreement item(s), numbers(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 instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - 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 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 NM 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 NM 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.

ARTICLE VII - ISSUANCE OR ORDERS
Only written signed orders are valid under this Price Agreement. Form SPD-001 A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001 A or forms adapted by them for their own use.

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.
STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION  
CONTRACT #70-620-00-03644

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<thead>
<tr>
<th>ITEM</th>
<th>APPROX</th>
<th>UNIT</th>
<th>ARTICLE AND DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
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<tr>
<td>01</td>
<td>1.0</td>
<td>EA</td>
<td>THE CONTRACTOR SHALL PROVIDE SECURITY GUARD SERVICES TO THE HUMAN SERVICES DEPARTMENT AGENCY BUILDING STATEWIDE AS THE AGENCY DEEMS NECESSARY.</td>
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<td>$13.65</td>
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TO ESTABLISH A PRICE AGREEMENT FOR SECURITY GUARD SERVICES.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (3) 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 DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED (4) YEARS.