

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Fire Station 1, Fire Station 4 and Fire Station 5 Security Camera and Access Control Project
Phase 1 HEI Line Installs and Rack Replacement

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and HEI Inc. herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "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.

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

C. "You" and "your" refers to (HEI Inc.). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work at Fire Station 1 D232006-1 and 2320015-1, Fire Station 4 D232006-4, and Fire Station 5 D232006-5 and 2320015-5:

- 1) Replace all existing network cables to accommodate Fire Station security cameras and access control system upgrades for CoSF Fire Stations #1, #4 and #5
- 2) Install or replace all cable, patch panels, conduits, patch cable terminations.
- 3) Install new racks to expand and replace existing network/cable infrastructure in Fire Station #1 and #5
- 4) Demo all non-working network cables in Fire station buildings.
- 5) Provide drawings and test results of all work.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Total Labor Cost Fire Station 1		\$13,083.75
02 Total Material Cost Fire Station 1		\$14,235.95

03	Total Labor Cost for Fire Station 4	\$6,067.50
04	Total Material Cost Fire Station 4	\$5,482.27
05	Total Labor Cost Fire Station 5	\$11,212.50
06	Total Material Cost Fire Station 5	\$11,575.61

The total compensation under this Agreement shall not exceed \$64,181.57 including New Mexico gross receipts tax.

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 City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. 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 City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **twelve months from the date of signing**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this

contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City 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 Contractor to meet the required delivery scheduled. The rights and remedies of the City 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 City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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 City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; 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 City'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 CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City 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 City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City 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 Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor 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 City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City 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 City Council 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 City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City 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 City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, 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 City.

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.

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

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

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, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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 City and its employees harmless and shall indemnify the City and its 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 City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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, § 38-3-2. 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 City, 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 City'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. **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 City 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 City; and (5) the Contractor's response to the request for proposals.

30. **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 City.

31. **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.

32. **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 City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long

thereafter as the Agreement requires. The City 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 City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City 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.

D. If any part of the services do not conform with the requirements of this Agreement, the City 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 City 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.

E. 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 City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City 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.

34. **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.

35. **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.

36. **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.

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

A. The Contractor shall defend, at its own expense, the City 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 City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) 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 City to the extent such modification is the cause of the claim.

38. **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.

39. **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 City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, 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 City 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 City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

The City 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 City 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.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. 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 the City: Manuel Gonzales; ITT Director
1600 St Michaels Dr. Building 24
Santa Fe, NM 87501

To the Contractor: HEI Inc.
PO Box 31310
Albuquerque, NM 87190

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

To the Contractor: HEI Inc.
PO Box 31310
Albuquerque, NM 87190

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:
HEI, INC.

John Blair

John Blair (Apr 12, 2023 13:37 MDT)

JOHN BLAIR, CITY MANAGER


NAME

PRESIDENT

TITLE

DATE: 3-8-23

CRS# 02-360388-00-7

Registration # 61439

DATE: Apr 12, 2023

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 11, 2023 10:03 MST)

SENIOR ASSISTANT CITY ATTORNEY
APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Apr 12, 2023 13:23 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

ITT Infra Maintenance and Repair M&E: 6203650.520400

\$60,000

and

ITT Infra Data Processing Equipment 6203650.572800 \$4,181.57

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Att
AH




City of Santa Fe, New Mexico

Memorandum



DATE: March 8, 2023

TO: John Blair,
City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement
Officer
Manuel Gonzales; ITT Director 
Manuel Gonzales (M0034, 2023-13-01-MD)

FROM: David C. Tapia; ITT Procurement Coordinator

ITEM AND ISSUE:

ITT Request for the Approval of General Services Agreement in the Total Amount of \$64,181.57 for Labor and Equipment to Replace cables and racks for Fire Station Camera Project Phase 1; (Manuel Gonzales; mmgonzales@santafenm.gov; 505-955-5576)

BACKGROUND AND SUMMARY:

ITT is in process of installing and upgrading the security cameras and door access controls at Fire Stations 1, 4, and 5. HEI will be providing the necessary line drops, cable patches and replace racks for this project. This is vital for Phase 1 Fire Stations upgrade.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) #00-00000-20-00093AH which expires on September 08, 2023.

CONTRACT NUMBER:

The FY20 Munis contract number is 3203950

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Services of Other Departments/620

Munis Org Name/Number: ITT Infrastructure/6203650

Munis Object Name/Number: R&M M&E/520400 (This fund will cover \$60,000)

And

Fund Name/Number: Services of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/6203650

Munis Object Name/Number: Data Processing Equipment/572800 (This fund will cover \$4,181.57)

ACTION REQUESTED:

ITT respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HEI Inc.

Procurement Title: NM Statewide Price Agreement 00-00000-20-00093AH Exp: 09/08/2023

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting ITT Staff Name David C. Tapia

Procurement Requirements:


A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.


REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

David C. Tapia Procurement Coordinator 03/14/2023

Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 6, 2023

Purchasing Officer (attesting that all information is reviewed)	Title	Date
 <small>Manuel Gonzales (Apr 6, 2023 11:42 MDT)</small>	ITT Director	Apr 6, 2023

ITT Representative (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203950

Contractor: HEI Inc.

Description: ITT is in process of installing and upgrading the security cameras and door access controls at Fire Stations 1, 4, and 5. HEI will be providing the necessary line drops, cable patches and replace racks for this project. This is vital for Phase 1 Fire Stations upgrade.

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/25/2023 Term End Date: 03/24/2024

Approved by Council Date: _____

Contract / Lease: Original Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ 64,181.57

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** SWPA 00-00000-20-00093AH Exp: 09/08/2023

Apr 6, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured via SWPA

4. **Funding Source:** 2 Source ITT Infrastructure R&M and Data Proc **Org / Object:** 6203650.520400/6203650.572800

Apr 4, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Mandel Contreras (Apr 6, 2023 11:42 MDT)

ITT Representative (attesting that all information is reviewed)

ITT Director

Title

Apr 6, 2023

Date



HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

February 10, 2023

City of Santa Fe

Project: Fire station #5 City of SF FS#1 Re-terminate Panel, Replace Holocom Rack w/power

Proposal #2320015-5

HEI State Wire Contract #20-000-00-00093AH

- Re-terminate 100 cables to patch panels.
- Replace Holocom box with 2X2X2 lockable rack with power.
- Label and certify all cables.

Labor \$3,060.00

Material \$4,083.65

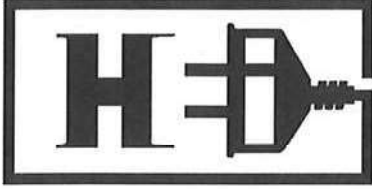
Tax labor only \$254.36

Total \$7,398.01

Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jim Ruybal
Data Department Manager



HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

February 10, 2023

City of Santa Fe
Project: Fire station #5 Camera Cabling

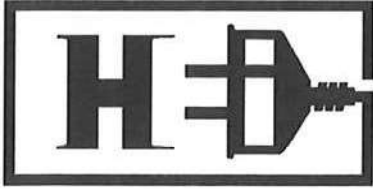
Proposal #D232006-5
HEI State Wire Contract #20-000-00-00093AH

- Install eleven new category 6 lines for 8 Camera locations & 3 CamNet links.
 - Install surface molding (where needed) to protect the cables.
 - Install conduit (where needed).
- 1 switch line
- Terminate & Test Cables
- Label and certify all cables.

Labor \$8152.50
Material \$7,491.96
Tax labor only \$677.68
Total \$16,322.14

Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,
Jim Ruybal
Data Department Manager



HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

February 10, 2023

City of Santa Fe
Project: Fire station #4 Camera Cabling

Proposal #D232006-4
HEI State Wire Contract #20-000-00-00093AH

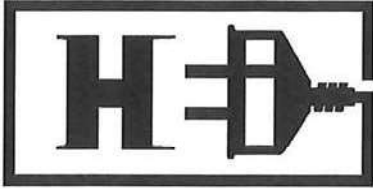
- Install ten new category 6 lines for 7 Camera locations & 3 CamNet links.
 - Install surface molding (where needed) to protect the cables.
 - Install conduit (where needed).
- Terminate & Test Cables
- Label and certify all cables.

Labor \$6,067.50
Material \$5,482.27
Tax labor only \$504.36
Total \$12,054.13

Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jim Ruybal
Data Department Manager



HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

February 14, 2023

City of Santa Fe

Project: Fire station #1 City of SF FS#1 Re-terminate Panel, Replace Holocom Rack w/power, Fiber link and 3 lines for WiFi, Phone Switch and Point to Point to the Demark

Proposal #2320015-1

HEI State Wire Contract #20-000-00-00093AH

- Re-terminate 100 cables to patch panels.
- Replace Holocom box with 2X2X2 lockable rack with power.
- 100 FT fiber link to Dmark.
- 3 Data lines for WiFi, Phone Switch, Point to Point to the Demark.
- Label and certify all cables.

Labor \$5,760.00

Material \$5,522.65

Tax labor only \$478.80

Total \$11,761.45

Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jim Ruybal

Data Department Manager



HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

February 10, 2023

City of Santa Fe
Project: Fire station #1 Camera Cabling

Proposal #D232006-1
HEI State Wire Contract #20-000-00-00093AH

- Install thirteen new category 6 lines for 9 Camera locations & 4 CamNet link.
 - Install surface molding (where needed) to protect the cables.
 - Install conduit (where needed).
 - 1 Switch line
- Terminate & Test Cables
- Label and certify all cables.

Labor \$7323.75
Material \$8713.30
Tax labor only \$608.79
Total \$16,645.84

Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jim Ruybal
Data Department Manager



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190-1310

Email: dlisotto@heinm.com; nhurd@heinm.com
Telephone No.: 505-880-1819

Price Agreement Number: 00-00000-20-00093AH

Amendment No.: Two

Term: September 9, 2020 - September 8, 2023

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.LeBlanc@state.nm.us

Invoice:
As requested at time of order

Title: Low Voltage Systems and Related Services

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

This amendment is issued to reflect the following effective immediately:

- **Amend Article 5, extend the Agreement termination date from September 8, 2022, for one additional year through September 8, 2023.**

Please see attached Amendment No. 2 for more information.

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

STATE OF NEW MEXICO
DEPARTMENT OF INFORMATION TECHNOLOGY
Information Technology Agreement
Low Voltage Systems and Related Services
Price Agreement No.: 00-00000-20-00093 AH
Amendment No. 2

THIS Amendment (“Amendment”) to the Price Agreement (“Agreement” or “Contract”) is made and entered into by and between the **Department of Information Technology**, hereinafter referred to as the “Procuring Agency,” and **HEI, Inc.** referred to as the “Contractor.”

The purpose of this Amendment is to extend the Agreement termination date from September 8, 2022, for one additional year through September 8, 2023.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISION OF THE ABOVE REFERENCED AGREEMENT IS AMENDED AS FOLLOWS:

1. **ARTICLE 5 – TERM.** THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT. This Agreement shall terminate on September 8, 2023, unless terminated pursuant to Article 6, of the Agreement. The term of this Agreement, including all extensions and renewals, will not exceed ten (10) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

All other Articles and Deliverables of the original Agreement (and all subsequent amendments remain the same).

IN WITNESS WHEREOF, the Parties hereby execute this Amendment, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Will Humbard Date: 9/6/2022
Will Humbard, President
HEI, Inc.

Approved for legal sufficiency:

By: Paul Kippert Date: 9/6/2022
Paul Kippert General Counsel
General Services Department

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:

BTIN ID Number: 02-360388-00-7

By: Rnn Marie Lucero Date: 9/6/2022
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 compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: Peter Mantos Date: 9/7/2022
Peter Mantos, Cabinet Secretary Designee and State Chief Information Officer
Department of Information Technology

This Amendment has been approved by the General Services Department, State Purchasing Division:

By: Valerie Paulk Date: 9/7/2022
State of New Mexico, State Purchasing Division

X This is signed on behalf of the State Purchasing Agent

Certificate Of Completion


Envelope Id: 3B07A9C554EB450FBE21DF76EFCA8863	Status: Completed
Subject: Please DocuSign: 00-00000-20-00093AH HEI Extension	
Source Envelope:	
Document Pages: 3	Signatures: 5
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Vanessa LeBlanc
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Vanessa.LeBlanc@state.nm.us
	IP Address: 98.60.102.6

Record Tracking

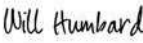
Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
8/30/2022 11:06:22 AM	Vanessa.LeBlanc@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Travis Dutton- Leyda		Sent: 8/30/2022 11:10:51 AM
Travis.Dutton-Leyda@state.nm.us		Viewed: 8/30/2022 11:11:19 AM
IT & Construction Bureau Chief		Signed: 8/30/2022 11:11:24 AM
New Mexico General Services, State Purchasing Division	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None), Login with SSO	Using IP Address: 73.26.88.117	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Vanessa LeBlanc		Sent: 8/30/2022 11:11:26 AM
vanessa.leblanc@state.nm.us		Viewed: 8/30/2022 11:12:41 AM
New Mexico General Services		Signed: 8/30/2022 11:12:44 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 98.60.102.6	

Electronic Record and Signature Disclosure:
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Will Humbard		Sent: 8/30/2022 11:12:45 AM
whumbard@heinm.com		Resent: 9/1/2022 10:34:08 AM
President		Resent: 9/2/2022 7:48:05 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Resent: 9/2/2022 8:59:25 AM
	Using IP Address: 207.114.169.14	Resent: 9/2/2022 8:59:51 AM
		Resent: 9/2/2022 1:14:38 PM
		Resent: 9/6/2022 8:10:15 AM
		Resent: 9/6/2022 9:17:34 AM
		Resent: 9/6/2022 9:19:24 AM
		Resent: 9/6/2022 9:26:37 AM
		Viewed: 9/6/2022 10:34:23 AM
		Signed: 9/6/2022 10:35:07 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/6/2022 10:34:23 AM
 ID: 4e495854-4cd4-442d-8e62-21410f86ef03

Signer Events	Signature	Timestamp
<p>Ann Marie Lucero AnnMarie.Lucero@state.nm.us Tax Examiner Supervisor State of New Mexico, Dept of Information Technology Signing Group: 33300 - CRS Verification Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910</p>	<p><i>Ann Marie Lucero</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.193</p>	<p>Sent: 9/6/2022 10:35:09 AM Resent: 9/6/2022 12:00:04 PM Viewed: 9/6/2022 12:03:10 PM Signed: 9/6/2022 1:23:46 PM</p>
<p>Paul Kippert Paul.Kippert@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/9/2020 1:49:21 PM ID: 666bb93b-caef-4912-aa64-05b4aa8bcffb</p>	<p><i>Paul Kippert</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10</p>	<p>Sent: 9/6/2022 1:23:48 PM Viewed: 9/6/2022 1:46:47 PM Signed: 9/6/2022 1:46:53 PM</p>
<p>Peter Mantos Peter.Mantos@state.nm.us Secretary Designee Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/30/2022 2:44:50 PM ID: 79e95122-2382-484c-b888-a1683457197b</p>	<p><i>Peter Mantos</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.64</p>	<p>Sent: 9/6/2022 1:46:54 PM Resent: 9/7/2022 12:19:43 PM Resent: 9/7/2022 3:04:15 PM Viewed: 9/7/2022 5:26:52 PM Signed: 9/7/2022 5:27:11 PM</p>
<p>Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff</p>	<p><i>Valerie Paulk</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 97.123.168.19 Signed using mobile</p>	<p>Sent: 9/7/2022 5:27:13 PM Viewed: 9/7/2022 6:12:28 PM Signed: 9/7/2022 6:12:45 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/30/2022 11:10:51 AM
Certified Delivered	Security Checked	9/7/2022 6:12:28 PM
Signing Complete	Security Checked	9/7/2022 6:12:45 PM
Completed	Security Checked	9/7/2022 6:12:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190-1310

Number: **00-00000-20-00093AH**

Amendment No.: **One**

Term: **September 9, 2020 - September 8, 2022**

Email: dlistotto@heinm.com; nhurd@heinm.com
Telephone No.: 505-880-1819

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

Procurement Specialist: **Travis Dutton-Leyda** JD

Telephone No.: **505-827-0477**

Email: **travis.dutton-leyda@state.nm.us**

Invoice:
As requested at time of order.

Title: Low Voltage Systems and Related Services

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

This amendment is issued to reflect the following effective immediately:

Add ARTICLE 33 – ADDITIONAL PROVISIONS, 4. New Mexico Administrative Reporting and Fees as detailed on the reverse pages.

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

**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
Information Technology Agreement
Statewide Price Agreement No.: 00-00000-20-00093AH
Amendment No. 1**

THIS Amendment No. 1 (“Amendment”) 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 **HEI, Inc.**, hereinafter referred to as the “Contractor.”

The purpose of this Amendment is to amend Article 33 – Additional Provisions by adding item No. 4, “New Mexico Administrative Reporting and Fees.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE AGREEMENT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions.

ARTICLE 33 – ADDITIONAL PROVISIONS

4. New Mexico Administrative Reporting and Fees: All contracts and Purchase Orders arising out of this Agreement shall be deemed to include an Administrative Fee assessment at the rate of one half of one percent (.50 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. “Gross total sales” means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number (“Quarterly Sales Report” or “Report”). The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during a Quarter, a Report is still required. This will also apply if the contract starts partial within a Quarter. Quarterly Sales Reports and Administrative Fees shall be due no later than thirty (30) days following the end of a Quarter. Only submit one payment and one Report for each Quarter, do not combine payments or Reports.

Payment shall be made by check payable to the “State Purchasing Division”. This Contract number **00-00000-20-00093AH** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505

Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

All other Articles of the original Statewide Price Agreement No. 00-00000-20-00093AH, to include any amendments, remain the same.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 1, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: Will Humbar, President Date: 12/17/2020
Will Humbar, President
HEI Inc.

Approved for legal sufficiency:

By: Paul Kippert Date: 12/17/2020
Paul Kippert, General Counsel
General Services Department

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: 02-360388-00-7

By: Ann Marie Lucero Date: 12/17/2020
Taxation & Revenue Department

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By: John Salazar Date: 12/24/2020
John Salazar, Cabinet Secretary Designate and State Chief Information Officer
Department of Information Technology

This Amendment has been approved by the State Purchasing Agent:

By: Valerie Paulk Date: 12/24/2020
Mark R. Hayden, Purchasing Agent for the State of New Mexico

This Amendment was signed on behalf of the State Purchasing Agent



**State of New Mexico
General Services Department
State Purchasing Division**

Statewide Price Agreement Cover Page

Awarded Vendor:
0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190-1310

Email: dlistotto@heinm.com; nhurd@heinm.com
Telephone No.: 505-880-1819

Contract Number: 00-00000-20-00093AH

Payment Terms: Net 30

F.O.B.: Destination

Delivery: Per Contract

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

Procurement Specialist: Travis Dutton-Leyda *JD*

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
As requested at time of order.

Title: Low Voltage Systems and Related Services

Term: September 9, 2020 thru September 8, 2022

The attached Statewide Price Agreement is made subject to the “terms and conditions” as indicated.

VL

**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT, STATE PURCHASING DIVISION
Information Technology Agreement**

**STATEWIDE PRICE AGREEMENT
Agreement No.: 00-00000-20-00093AH**

THIS INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), **General Services Department, State Purchasing Division**, hereinafter referred to as “Procuring Agency” and **HEI Inc.**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code, NMAC 1.4.1 *et.seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the Low Voltage Systems and Related Services **RFP No. 00-00000-20-00093** and Contractor’s response to such document(s) are incorporated herein by reference; and]

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. **“Acceptance,” “Accept” or “Accepted”** means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
- B. **“Agency CIO”** means Procuring Agency’s Chief Information Officer.
- C. **“Application Deployment Package” or “ADP”** means Contractor’s centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
- D. **“Business Days”** means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- E. **“Change Request”** means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
- F. **“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or

- regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.
- G. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be the General Services Department State Purchasing Division or his/her Representative.
- H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.
- I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- J. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
- K. “DoIT” means the New Mexico State Department of Information Technology.
- L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.
- M. “Employees” means stockholders, directors, officers, employees and agents.
- N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third party escrow agent (“Escrow Agent”), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions

and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party shall have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire shall comprise “Agency IP.”

- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- V. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- X. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work.
- Y. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency.
- Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- BB. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
- DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- EE. “State” means the State of New Mexico.

- FF. "State Purchasing Agent (NMSPA)" means the New Mexico State Purchasing Agent or his/her Representative.
- GG. "State Purchasing Division (SPD)" means the State Purchasing Division of the New Mexico General Services Department.
- HH. "Software" means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. "Third Party Software" means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder. Third Party Software is listed in Section 3 of Exhibit B, attached hereto.
- II. "Software Maintenance" means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
- JJ. "Source Code" means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- KK. "Turnover Plan" means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

ARTICLE 2 – SCOPE OF WORK

- A. The Scope of Work. The Scope of Work, or "SOW" attached hereto as "Exhibit A," is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor's production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor's proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency's rights pursuant to Article 6 or Article 16, below.
- C. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency's prior written consent, according to the Amendment process stated in Article 25, below.
- D. License. Not Applicable. The Parties agree there is no License for the Low Voltage Systems and Related Services included in this Agreement.

E. Source Code. Not Applicable. The Parties agree there is no Source Code for the Low Voltage Systems and Related Services included in this Agreement.

F. Procuring Agency's Rights.

1. Rights to Software. Procuring Agency will own all right, title, and interest in and to Procuring Agency's Confidential Information, the Software, the Source Code and other Deliverables, including without limitation, the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and its associated documentation for the purposes of this Section. Contractor will take all actions necessary and transfer ownership of the Confidential Information, the Software, the Source Code and the other Deliverables to Procuring Agency, without limitation, as well as the Custom Software and associated Documentation on Final Acceptance or as otherwise provided hereunder.] Procuring Agency will have rights to the software as stated in Article 2. D., above. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.
2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation hereunder will not exceed the Cost Schedules and rates outlined in Exhibit A. The Cost Schedule and rates outlined in Exhibit A are excluding New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

- C. Taxes.

Contractor will be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs,

transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.].]

- D. Retainage. The Contractor must agree to the procuring entity retaining 20% of the total amount of each service contract including related amendments established under the Statewide Price Agreements; such retainage will be paid upon full acceptance of all deliverables; or procuring entity may require Contractor obtain a performance bond equivalent to the total amount of each service contract entered into, including related amendments. Either the retainage or performance bond will be required to establish service contracts by eligible users at the time a procuring entity is establishing a service contract. Any waiver from this requirement must be approved in writing by the procuring entity's Cabinet Secretary or the person authorized to obligate the procuring entity at the time of establishing the service contract

- E. Performance Bond. Contractor must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. Any waiver from this requirement must be approved in writing by the procuring entity's Cabinet Secretary or the person authorized to obligate the procuring entity at the time of establishing the service contract.

ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.

- B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:
 - 1. Meets or exceeds the Deliverable requirements stated in the SOW; and
 - 2. Complies with the terms and conditions of RFP Number: 00-00000-20-00093
 - 3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
 - 4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within **fifteen (15) Business Days** the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURES OF DoIT AND THE STATE PURCHASING AGENT.

The initial term of the Agreement shall be for two (2) years, effective upon signature by the State Purchasing Agent. After the second year, the SPA reserves the option of renewing any of the initial Agreements on an annual basis or any portion thereof, by mutual agreement of all Parties and approval of the State Purchasing Agent. This Agreement will terminate two (2) years after the SPA signs this Agreement, unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed ten (10) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.
1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
 2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
 3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
 2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
 3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
 4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
 5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
 6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
 7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);
 8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above.
 9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition

of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:
1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
 2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Procuring Agency IP shall solely belong and inure to Procuring Agency for Procuring Agency's sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill

Contractor's obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency's prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s). Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency's and/or the State's continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

- A. **Intellectual Property License.** Contractor will list Contractor's Pre-Owned IP related to this Agreement ("Related Pre-Owned IP"), as well as Contractor's Pre-Owned IP that does not concern this Project ("Unrelated Pre-Owned IP"), on Exhibit "B" attached hereto. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Pre-Owned IP. However, in the event Contractor fails to list any portion of Contractor's Related Pre-Owned IP or misstates Contractor's Related Pre-Owned IP as Unrelated Pre-Owned IP in Exhibit B, Contractor hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all of the unstated or misstated portion(s) of Contractor's Pre-Owned IP.
- B. **Intellectual Property Indemnification.** At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:
1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency's receipt of an Infringement Claim;

2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
 3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).
- C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:
1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
 2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
 3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

- A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.
- B. Software. Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for **one (1)** year following Acceptance by the ELR and implementation by Procuring Agency. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications.
- C. One Year Warranty. The one year warranty, outlined hereto as "Exhibit A.III.2," is incorporated into this Agreement as if fully set forth herein.
- D. Twenty-Year Warranty. The twenty year warranty, outlined hereto as "Exhibit A.III.25," is incorporated into this Agreement as if fully set forth herein.

- E. Maintenance and Support, Post Warranty Maintenance and Support Services, or Extended Service Plans. The maintenance and support, outlined hereto as “Exhibit A.III.11,” is incorporated into this Agreement as if fully set forth herein.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Agency’s prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:

Key Personnel:

1. Will Humbar, President
 - a. (505) 980-9402
 - b. WHumbar@heinm.com
2. Debbie Lisotto, RCDD and EE98J, Primary Point of Contact
 - a. (505) 980-9008
 - b. DLosotto@heinm/.com
3. Neil Hurd, Special Systems Project Manager and Backup Point of Contact
 - a. (505) 710-7226
 - b. nhurd@heinm.com

Subcontractors will be used in the performance of this Agreement:

RC Directional Drilling for all directional boring projects

1. **Category 1 - Outside Cabling Systems and Related Services,**
2. **Category 2 - Inside Wiring Systems and Related Service:**
 - a. Debbie Lisotto, RCDD Project Manager
 - b. Ron Apodoca, Field Superintendent
 - c. Andrew Hardinge, Field Tech
 - d. George Cox, Field Tech
 - e. Keith Suazo, Field Tech
 - f. Nicholas Romero, Apprentice
 - g. Orlando Toledo, Apprentice
 - h. Nathaniel Martinez, Apprentice
3. **Category 3 - Access Control Systems and Related Services,**
4. **Category 4 - Fire Alarm Systems and Related Services,**
5. **Category 5 - Paging Systems and Related Services,**
6. **Category 6 - Surveillance Systems and Related Services,**
7. **Category 7 – Wireless Systems and Related Services, and**
8. **Category 8 – Intrusion Detection Systems and Related Services :**
 - a. Neil Hurd, Project Manager
 - b. Fabian Delano, Field Superintendent
 - c. Mike Evans, Senior Technician
 - d. Nate Torrez, Technician
 - e. Tom Hawkes, Technican

- f. Justin Newland, Technician
- g. Steven Sanders, Apprentice
- h. Anthony Casus, Apprentice

B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor's other personnel of equal or superior ability, experience, and qualifications. Contractor's personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency's approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency's prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor's replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor's personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor's personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor's personnel. Procuring Agency reserves the right to require a change in Contractor's personnel in the event Contractor's personnel are not, in Procuring Agency's sole and exclusive determination, meeting Procuring Agency's standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
 - (a) the name of the person requesting the Change;
 - (b) a summary of the requested Change;
 - (c) the start date for the requested Change;
 - (d) the reason and necessity for the requested Change;
 - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
 - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:
 1. Providing the Project documentation;
 2. Allowing the IV&V vendor to attend Project related meetings; and
 3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.
- B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:
 1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division (EPMO@state.nm.us) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: http://www.doit.state.nm.us/project_templates.html, with a copy to Procuring Agency.
 2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

ARTICLE 16 – DEFAULT

In case of Contactor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect

responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

- B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 – CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of **three (3) years** from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency,

DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will 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. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning 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: <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

Notices will be addressed as follows:

For PROCURING AGENCY
State Purchasing Agent
Joseph M. Montoya State Building
1100 St. Francis Drive, Room 2016
Santa Fe, New Mexico 87505
Mailing Address: P.O. Box 6850
Santa Fe, New Mexico 87502-0110
Telephone Number: (505) 827-0472

For CONTRACTOR
Will Humbard, President
HEI Inc.
shumbard@heinm.com
(505) 980-9402
PO Box 31310
Albuquerque, NM 87190-1310

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

IV. Cost Schedules:

This section contains the minimum discount for each Low Voltage System and Related Services Category Cost Schedules for this Agreement:

- 1. Equipment Schedule Minimum Discount, Appendix C
- 2. Service Schedule, Appendix C1
- 3. Maintenance and Support, Post Warranty Maintenance and Support, Extended Service Plans, Appendix C2
- 4. Additional Discounts for Specific Parts, Appendix C3
- 5. Value Added Options, Appendix P: Not Applicable

V. EXHIBIT B – CONTRACTOR’S PRE-OWNED IP AND THIRD PARTY SOFTWARE

(If none of the following apply, please respond with the word “None.”)

1. Contractor’s Related Pre-Owned IP, licensed patents, COTS or other IP:

2. Contractor’s Unrelated Pre-Owned IP (Use either Part A or Part B below):

A. List Contractor’s Unrelated Pre-Owned IP here:

-OR-

B. With respect to this Agreement, Contractor hereby states, confirms, guarantees, indemnifies and forever holds harmless Procuring Agency from any and all claims that Contractor may have or ever bring against Procuring Agency concerning any and all of Contractor’s Unrelated Pre-Owned IP.

By: W. J. [Signature]
Vice President
HEI Inc.

Date: 9/11/2020

3. Third Party Software and Other Intellectual Property (Use either Part A or Part B below):

A. List Third Party Software and Other Intellectual Property here:

-OR-

B. With respect to this Agreement, Contractor hereby states, confirms, guarantees, indemnifies and forever holds harmless Procuring Agency from any and all claims that Contractor and/or Contractor’s third party vendor(s) may have or bring against Procuring Agency concerning Contractor’s use of Third Party Software and Other Intellectual Property.

By: W. J. [Signature]
Vice President
HEI Inc.

Date: 9/11/2020

APPENDIX C

Equipment Schedule by Category Minimum Discount (%) off MSRP in Manufacturer's Catalog OR RSSP in Reseller's Catalog By Low Voltage System Category (1 – 8) Response Form

Category No.	Manufacturer Name	Manufacturer's or Reseller's Catalog URL/Link. If URL/Link is Not Available, provide an electronic copy of the Catalog with the name of the Manufacturer on the front page of the Catalog.	**Minimum Discount off MSRP or RSSP in Manufacturer's or Reseller's Catalog
Category 1: Outside Cabling System			
*	Superior Essex AFL Berk-Tek Belden Circa Tel Tii Hoffman Corning Dura-Line Preformed	<u>Superior Essex</u> <u>AFL</u> <u>Berk-Tek</u> <u>Belden</u> <u>Circa Telecom Tii</u> <u>Technologies</u> <u>Hoffman Corning</u> <u>Dura-Line Preformed</u>	5% 5% 5% 5% 5% 5% 5% 5%

Category No.	Manufacturer Name	Manufacturer's or Reseller's Catalog URL/Link. If URL/Link is Not Available, provide an electronic copy of the Catalog with the name of the Manufacturer on the front page of the Catalog.	**Minimum Discount off MSRP or RSSP in Manufacturer's or Reseller's Catalog
Category 2: Inside Wiring Systems	Siemon Ortronics Leviton Superior Essex Berk-Tek CommScope Belden Chatsworth WBT Burndy Panduit Wiremold Cablofil AFL Corning STI Firestop Hilti Caddy Arlington Dottie Encore Southwire Cantex	Siemon Ortronics Leviton Superior Essex Berk-Tek CommScope Belden Chatsworth See Attached Price List Burndy Panduit Wiremold Cablofil AFL Corning STI Firestop Hilti Caddy Arlington Dottie Encore Wire Southwire Cantex	5% 5%
	Carlson Heritage Wheatland Schneider Eaton Liebert Square D GE Allen Bradley ABB	Carlson Heritage Wheatland Schneider Eaton See Attached Price List Square D GE Allen Bradley ABB	5% 5% 5% 5% 5% 5% 5% 5% 5% 5%

Category 3: Access Control Systems	Allegion Altronix Axis Code Blue Exacq Gallagher Graybar HID Global Ingram Micro PSA Summit RS2 Veracity Vigatron Winsted	See Attached Price List See Attached Price List See Attached Price List See Attached Price List See Attached Price List See Attached Price List https://www.graybar.com/store/en/gb See Attached Price List https://usa.ingrammicro.com/ See Attached Price List https://www.summit.com/ See Attached Price List See Attached Price List See Attached Price List See Attached Price List	0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
Category 4: Fire Alarm Systems	Altronix Graybar Ingram Micro PSA Summit	See Attached Price List https://www.graybar.com/store/en/gb https://usa.ingrammicro.com/ See Attached Price List https://www.summit.com/	0% 0% 0% 0% 0%
Category 5: Paging Systems	Bogen Altronix Axis Code Blue Graybar Ingram Micro Lourue Middle Atlantic PSA Summit Winsted	<u>Bogen</u> See Attached Price List See Attached Price List See Attached Price List https://www.graybar.com/store/en/gb https://usa.ingrammicro.com/ See Attached Price List See Attached Price List See Attached Price List https://www.summit.com/ See Attached Price List	5% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%

Category 6: Surveillance Systems	Altronix	See Attached Price List	0%
	Arecont	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Code Blue	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Hanwa	See Attached Price List	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Louroe	See Attached Price List	0%
	Middle Atlantic	See Attached Price List	0%
	NVT	See Attached Price List	0%
	Pelco	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Totvision	See Attached Price List	0%
	Veracity	See Attached Price List	0%
Video Mount	See Attached Price List	0%	
Vigitron	See Attached Price List	0%	
Winsted	See Attached Price List	0%	
Category 7: Wireless Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Middle Atlantic	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
Vigitron	See Attached Price List	0%	
Winsted	See Attached Price List	0%	
Category 8: Intrusion Detection Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
Veracity	See Attached Price List	0%	

****Minimum discount off either the Manufacturer's Catalog (MSRP) or Reseller's Catalog (RSSP)**

APPENDIX C1
Service Schedule by Category Labor Type Hourly Rates Response Form By Low Voltage
Systems Categories (1-8)

Low Voltage System Labor Types by Title Maximum Hourly Rate(s)				
If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than \$60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than \$60,000 including gross receipts tax				
Low Voltage System Category	Labor Type by Title	Service Description	Onsite Maximum Hourly Rate (\$)	Offsite Maximum Hourly Rate (\$), Optional
Category 1: Outside Cabling System	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs and/or manages a low voltage system project for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 2: Inside Wiring Systems	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and	95.00	95.00

Low Voltage System Labor Types by Title Maximum Hourly Rate(s)

If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than \$60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than \$60,000 including gross receipts tax

Low Voltage System Category	Labor Type by Title	Service Description	Onsite Maximum Hourly Rate (\$)	Offsite Maximum Hourly Rate (\$), Optional
		repairing low voltage systems for this category.		
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 3: Access Control Systems	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 4: Fire Alarm Systems	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to	95.00	95.00

Low Voltage System Labor Types by Title Maximum Hourly Rate(s)

If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than \$60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than \$60,000 including gross receipts tax

Low Voltage System Category	Labor Type by Title	Service Description	Onsite Maximum Hourly Rate (\$)	Offsite Maximum Hourly Rate (\$), Optional
		support the components of this category.		
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 5: Paging Systems	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 6: Surveillance Systems	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00

Low Voltage System Labor Types by Title Maximum Hourly Rate(s)

If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than \$60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than \$60,000 including gross receipts tax

Low Voltage System Category	Labor Type by Title	Service Description	Onsite Maximum Hourly Rate (\$)	Offsite Maximum Hourly Rate (\$), Optional
*	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 7: Wireless Systems	Title: Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
*	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 8: Intrusion Detection Systems	Title: Registered Communications	A certified RCDD that designs a low voltage system	95.00	95.00

Low Voltage System Labor Types by Title Maximum Hourly Rate(s)

If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than \$60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than \$60,000 including gross receipts tax

Low Voltage System Category	Labor Type by Title	Service Description	Onsite Maximum Hourly Rate (\$)	Offsite Maximum Hourly Rate (\$), Optional
	Distribution Designer (RCDD)	for this category and provides oversight and involved in the final inspection and walkthrough.		
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00

APPENDIX C2

Maintenance & Support/Post Warranty Maintenance and Support Services/Extended Service Plans by Category Minimum Discount (%) off MSRP by Category Response Form

Category No.	Manufacturer Name	Manufacturer's or Reseller's Catalog URL/Link Catalog URL/Link. If URL/Link is Not Available, provide an electronic copy of the Catalog.	**Minimum Discount off MSRP or RSSP in Manufacturer's or Reseller's Catalog
Category 1: Outside Cabling System			
*			
Category 2: Inside Wiring Systems			
*			
Category 3: Access Control Systems	Allegion Axis Code Blue Exacq Gallagher HID Global Ingram Micro PSA RS2	See Attached Price List See Attached Price List See Attached Price List See Attached Price List See Attached Price List See Attached Price List https://usa.ingrammicro.com/ See Attached Price List See Attached Price List See Attached Price List	0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
*			
Category 4: Fire Alarm Systems	Ingram Micro PSA	https://usa.ingrammicro.com/ See Attached Price List	0% 0%
*			
Category 5: Paging Systems	Axis Code Blue Ingram Micro Lourue PSA	See Attached Price List See Attached Price List https://usa.ingrammicro.com/ See Attached Price List See Attached Price List	0% 0% 0% 0% 0%
*			
Category 6: Surveillance Systems	Altronix Arecont Axis Code Blue Exacq Gallagher Graybar Hanwa	See Attached Price List See Attached Price List See Attached Price List See Attached Price List See Attached Price List See Attached Price List https://www.graybar.com/store/en/gb See Attached Price List	0% 0% 0% 0% 0% 0% 0% 0%

Category No.	Manufacturer Name	Manufacturer's or Reseller's Catalog URL/Link Catalog URL/Link. If URL/Link is Not Available, provide an electronic copy of the Catalog.	**Minimum Discount off MSRP or RSSP in Manufacturer's or Reseller's Catalog
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Louroe	See Attached Price List	0%
	Middle Atlantic	See Attached Price List	0%
	NVT	See Attached Price List	0%
	Pelco	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Totvision	See Attached Price List	0%
	Veracity	See Attached Price List	0%
	Video Mount	See Attached Price List	0%
	Vigitron	See Attached Price List	0%
	Winsted	See Attached Price List	0%
*			
Category 7: Wireless Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Middle Atlantic	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Vigitron	See Attached Price List	0%
	Winsted	See Attached Price List	0%
*			
Category 8: Intrusion Detection Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	PSA	See Attached Price List	0%
	RS2	See Attached Price List	0%
	Veracity	See Attached Price List	0%
*			

****Minimum discount off either the Manufacturer's Catalog (MSRP) or Reseller's Catalog (RSSP)**

APPENDIX C3

Category 1-Outside Wiring Systems Equipment Part Schedule

Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Low Voltage System Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum Discount (%) off MSRP or RSSP	Manufacturer's or Reseller's Catalog URL/Link. If URL/Link is Not Available, provide Catalog as an electronic copy.
	CABLING			
Circa Tel	25 pair Protector w/ 66 Block output	2625QC/QC	5%	<u>GrayBar 2625QC/QC</u>
Circa Tel	50 pair Protector w/ 66 Block output	2650QC/QC	5%	<u>GrayBar 2650QC/QC</u>
Circa Tel	100 pair Protector w/ 66 Block output	26100QC/QC	5%	<u>GrayBar 26100QC/QC</u>
Circa Tel	200 pair Protector w/ 66 Block output	1880ENAINSC-200	5%	<u>GrayBar 1880ENAINSC-200</u>
Circa Tel	220-300 VDC Gas Tube Protector Module Without Heat Coils Or Fuses	3B1E	5%	<u>GrayBar 3B1E</u>
Superior Essex	Direct Buried filled ALPETH 24 AWG 25 Pair Cable	09-097-02	5%	<u>GrayBar 09-097-02</u>
Superior Essex	Direct Buried filled ALPETH 24 AWG 50 Pair Cable	09-100-02	5%	<u>GrayBar 09-100-02</u>
Superior Essex	Direct Buried filled ALPETH 24 AWG 100 Pair Cable	09-104-02	5%	<u>GrayBar 09-104-02</u>
Superior Essex	Direct Buried filled ALPETH 24 AWG 200 Pair Cable	09-108-02	5%	<u>GrayBar 09-108-02</u>
Belden	Direct Buried OM3 Armored 6 Strand Cable	M-5-IPOJ-6-DN-A-LE-BK-BED-SP-CUT REEL	5%	<u>GrayBar M-5-IPOJ-6-DN-A-LE-BK-BED-SP-CUT REEL</u>
AFL	Aerial Self-Supporting Loose Tube Armored OM3 12 Strand Cable	AF01296420AA1	5%	<u>GrayBar AF01296420AA1</u>
	CONDUIT			
CESCO	2" Diameter Schedule 40 PVC Conduit	2-PVC-40	5%	<u>CESCO 2-PVC-40</u>
CESCO	3" Diameter Schedule 40 PVC Conduit	3-PVC-40	5%	<u>CESCO 3-PVC-40</u>

Manufacturer Name	Low Voltage System Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum Discount (%) off MSRP or RSSP	Manufacturer's or Reseller's Catalog URL/Link. If URL/Link is Not Available, provide Catalog as an electronic copy.
CESCO	4" Diameter Schedule 40 PVC Conduit	4-PVC-40	5%	<u>CESCO 4-PVC-40</u>
	PULL BOXES			
Hubbell	12"w x 24"l x 24"d Buried pull Box w/Lid, Polyethylene	PM122424PCH00009	5%	MSRP LIST
Hubbell	24"w x 24"l x 24"d Buried pull Box w/Lid, Polyethylene	PM242424pch00009	5%	MSRP LIST
Hubbell	24"w x 48"l x 24"d Buried pull Box w/Lid, Polyethylene	PM244824PCH00009	5%	MSRP LIST
Vertiv	Ped 6" x 6"	UPCBD3	5%	<u>GrayBar UPCBD3</u>
Vertiv	Ped 4" x 4"	UPCBD2	5%	<u>GrayBar UPCBD2</u>
Hubbell	24"L x 24"W x 18"D Size Quasi Boxes	PG2424BA24 - Box	5%	MSRP LIST
Hubbell	24"L x 36"W x 18"D Size Quasi Boxes	PG2436BA18 - Box	5%	MSRP LIST
Hubbell	24"L x 12"W x 24"D Size Quasi Boxes	PG1324BA24 - Box	5%	MSRP LIST
Hubbell	48"L x 24"W x 24"D Size Quasi Boxes	PG3048BA24 - Box	5%	MSRP LIST

APPENDIX C3
Category 2-Inside Wiring Systems Equipment Part Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
	CABLING			
Superior Essex	Category 5e Plenum Rated UTP	#52-200-28	5%	GrayBar 52-200-28
BerkTek		#10032065		GrayBar 10032065
Belden		#1585A		GrayBar 1585A
Superior Essex	Category 6 Plenum Rated UTP	#77-240-2B	5%	GrayBar 77-240-24
BerkTek		#10136226		GrayBar 10136226
Belden		#3613-004A1000		GrayBar 3613-004A1000
Superior Essex	Category 6A Plenum Rated STP	#6H-272-2B	5%	GrayBar 6H-272-2B
BerkTek		#10167485		GrayBar 10167485
Belden		#10GX63F		GrayBar 10GX63F
Berk-tek	Loose Tube 6 Fiber Plenum Cable (OM3)	#LTP006EB3010/25	5%	GrayBar LTP006EB3010/25
Corning		#M-5-PO-6-CL-A-LE-BK-CCS-CUT REEL		GrayBar M-5-PO-6-CL-A-LE-BK-CCS-CUT REEL
Berk-tek	Loose Tube 24 Fiber Plenum Cable (OM3)	#LTP12B024EB3010/25	5%	GrayBar LTP12B024EB3010/25
Corning		#M-5-PN-24-DN-LE-AQ-CCS-CUT REEL		GrayBar M-5-PN-24-DN-LE-AQ-CCS-CUT REEL

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
Berk-tek	Loose Tube 48 Fiber Plenum Cable (OM3)	#LTP12B048EB3010/25	5%	<u>GrayBar LTP12B048EB3010/25</u>
Corning		#M-5-IPJ-48-DN-LE-AQ-CCS-CUT REEL		<u>GrayBar M-5-IPJ-48-DN-LE-AQ-CCS-CUT REEL</u>
Berk-tek	Loose Tube 6 Fiber Plenum Cable (OS1)	#LTP006AB0403-COR-CUT REEL	5%	<u>GrayBar LTP006AB0403-COR-CUT REEL</u>
Berk-Tek	Loose Tube 24 Fiber Plenum Cable (OS1)	#LTP12B024AB0403-COR-CUT REEL	5%	<u>GrayBar LTP12B024AB0403-COR-CUT REEL</u>
Corning	Loose Tube 48 Fiber Plenum Cable (OS1)	#S-PN-48-DN-YL-SIC-6-CUT REEL	5%	<u>GrayBar S-PN-48-DN-YL-SIC-6-CUT REEL</u>
Siemon	Category 5e -24 port patch Panel	#HHD5-24	5%	<u>GrayBar HD5-25</u>
Ortronics		#OR-PHD5E6U24		<u>GrayBar OR-PHD5E6U24</u>
Leviton		#5G596-U24		<u>GrayBar 5G596-U24</u>
Siemon	Category 5e - 48 port patch Panel	#HD5-48	5%	<u>GrayBar HD5-48</u>
Ortronics		#OR-PHD5E6U48		<u>GrayBar OR-PHD5E6U48</u>
Leviton		#5G596-U48		<u>GrayBar 5G596-U48</u>
Siemon	Category 6 - 24 port patch Panel	#HHD6-24	5%	<u>GrayBar HD6-24</u>
Ortronics		#OR-PHD66U24		<u>GrayBar OR-PHD66U24</u>
Leviton		#69586-U24		<u>GrayBar 69586-U24</u>

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
Siemon Ortronics Leviton	Category 6 - 48 port patch Panel	#HDD6-48 #OR-PHD66U48 #69586-U48	5%	GrayBar HD6-48 GrayBar OR-PHD66U48 GrayBar 69586-U48
Siemon Ortronics Leviton	Category 6A 24 port patch Panel	#Z6A-PNL-24K #OR-PHD6AU24 #6A5860U24	5%	GrayBar Z6A-PNL-24K GrayBar OR-PHD6AU24 GrayBar 6A5860U24
Siemon Ortronics Leviton	Category 6A 48 port patch Panel	#Z6A-PNL-U48K #OR-PHD6AU48 #E2X1F-D48	5%	GrayBar Z6A-PNL-U48K GrayBar OR-PHD6AU48 GrayBar E2X1F-D48
AFL Ortronics Leviton	6 Fiber Fanout Box	#FM002711-BE #OR-FC01U-C #5R1UM-S03	5%	GrayBar FM002711-BE GrayBar OR-FC01U-C GrayBar 5R1UM-S03
AFL Ortronics Leviton	12 Fiber Fanout Box	#FM002712-BE #OR-FC02U-C #5R2UH-S06	5%	GrayBar FM002712-BE GrayBar OR-FC02U-C GrayBar 5R2UH-S06
Leviton	24 Fiber Fanout Box	#5R4UH-S12	5%	GrayBar 5R4UH-S12
Siemon Leviton	Category 5e - 1 Foot Patch Cord	#MC5-01-0606 #5G460-1W	5%	GrayBar MC5-01-0606 GrayBar 5G460-1W
Ortronics Siemon Leviton	Category 5e - 3 Foot Patch Cord	#OR-MC5E03-06 #MC5-03-01 #5G460-3W	5%	GrayBar OR-MC5E03-06 GrayBar MC5-03-01 GrayBar 5G460-3W

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
Ortronics	Category 5e - 10 Foot Patch Cord	#OR-MC5E10-06	5%	<u>GrayBar OR-MC5E10-06</u>
Siemon		#MC5-10-02		<u>GrayBar MC5-10-02</u>
Leviton		#5G460-10W		<u>GrayBar 5G460-10W</u>
Ortronics	Category 5e - 15 Foot Patch Cord	#OR-MC5E15-06	5%	<u>GrayBar OR-MC5E15-06</u>
Siemon		#MC5-15-0205		<u>GrayBar MC5-15-0205</u>
Leviton		#5G460-10W		<u>GrayBar 5G460-10W</u>
Ortronics	Category 6 - 1 Foot Patch Cord	#OR-MC601-06	5%	<u>GrayBar OR-MC601-06</u>
Siemon		#MC6-01-01		<u>GrayBar MC6-01-01</u>
Leviton		#62460-1L		<u>GrayBar 62460-1L</u>
Ortronics	Category 6 - 3 Foot Patch Cord	#OR-MC603-06 #MC6-03-01	5%	<u>GrayBar OR-MC603-06</u> <u>GrayBar MC6-03-01</u>
Siemon		#62460-3L		<u>GrayBar 62460-3L</u>
Leviton				
Ortronics	Category 6 - 10 Foot Patch Cord	#OR-MC610-06 #MC6-10-01	5%	<u>GrayBar OR-MC610-06</u> <u>GrayBar MC6-10-01</u>
Siemon		#62460-10L		<u>GrayBar 62460-10L</u>
Leviton				

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
Ortronics Siemon Leviton	Category 6 - 15 Foot Patch Cord	#OR-MC615-06 #MC6-15-06 #62460-15L	5%	<u>GrayBar OR-MC615-06</u> <u>GrayBar MC6-15-06</u> <u>GrayBar 62460-15L</u>
Ortronics Siemon Leviton	Category 6A - 1 Foot Patch Cord	#OR-MC6A01-06 #MC6-01-01 #6AS10-1L	5%	<u>GrayBar OR-MC6A01-06</u> <u>GrayBar MC6-01-01</u> <u>GrayBar 6AS10-1L</u>
Ortronics Siemon Leviton	Category 6A - 3 Foot Patch Cord	#OR-MC6A03-06 #ZM6A-03-06 #6AS10-3L	5%	<u>GrayBar OR-MC6A03-06</u> <u>GrayBar ZM6A-03-06</u> <u>GrayBar 6AS10-3L</u>
Ortronics Siemon Leviton	Category 6A - 10 Foot Patch Cord	#OR-MC6A10-06 #ZM6A-10-06 #6AS10-10L	5%	<u>GrayBar OR-MC6A10-06</u> <u>GrayBar ZM6A-10-06</u> <u>GrayBar 6AS10-10L</u>
Ortronics	Category 6A - 15 Foot Patch Cord	#OR-MC6A15-06	5%	<u>GrayBar OR-MC6A15-06</u>

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
Siemon		#ZM6A-15-06		<u>GrayBar ZM6A-15-06</u>
Leviton	CONNECTORS, RACKS, BLOCKS	#6AS10-15L	5%	<u>GrayBar6AS10-15L</u>
Siemon	25 PR BLOCK 210 WITHOUT LEGS CAT 6	#S210AB2-64FT	5%	<u>GrayBar S210AB2-64FT</u>
Siemon	Category 5e - 25 Pair 66 Block	#B3-50	5%	<u>GrayBar B3-50</u>
Ortronics	Category 5e - 25 Pair 110 Block	#OR-110ABC5E100	5%	<u>GrayBar OR-110ABC5E100</u>
Ortronics	Category 6 - 25 Pair 110 Block	#OR-30203506	5%	<u>GrayBar OR-30203506</u>
GEIST	6 Outlet 110 vac Horizontal Surge Protected Power Strip for 19" Relay Rack	#2XPRN062-103L30tl5	5%	<u>GrayBar 2XPRN062-103L30tl5</u>
Chatsworth	2" x 10" x .25" Ground Buss Bar Kit, with 16 x .281" Diameter Holes	#13622-010	5%	<u>GrayBar 13622-010</u>
Chatsworth	Wall Mount Swing-Away Relay Rack (48"H x 24"D)	#11840-748	5%	<u>GrayBar 11840-748</u>

Manufacturer Name	Product	Part Number in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
Chatsworth	Self-Supporting EIA Rack, 19" W x 7" H	#55053-703	5%	<u>GrayBar 55053-703</u>
Chatsworth	Vertical Cable Management Channel, Side Mount, 6" x 6" x 7"	#14831-703	5%	<u>GrayBar 14831-703</u>
Chatsworth	Horizontal Cable Management Channel, 3" x 3" x 19"	#30130-719	5%	<u>GrayBar 30130-719</u>
Chatsworth	12 Inch ladder Rack	#10250-712	5%	GrayBar 10250-712
Chatsworth	19" w x 7" h x 18" d Vented Sliding Shelf for a 19' Relay Rack	#12339-719	5%	<u>GrayBar 12339-719</u>

APPENDIX C3
Category 3: Access Control Systems Equipment Part Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part # in Manufacturer's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL). If URL/Link is Not Available, provide Catalog as an electronic copy.
	CARD READERS			
Allegion	Proximity Card Reader	MT15	15	https://us.allegion.com/
Allegion	Card Reader and Keypad Combination	MTK15	15	https://us.allegion.com
Nortek	Keypad	212SE	15	https://www.nortekcontrol.com/
BradyPoepelID	Standard passive proximity card	BPROX26	5	https://www.view-my-catalog.com/bradypeopleid/
Alarm Controls Corp	1200LB Maglock	1200LB	10	https://www.alarmcontrols.com
HID	Badge Printer, Single Sided	DTC1250e	15	https://www.hidglobal.com
RS2	Basic ID Access Card software	Lite.NET	10	https://rs2tech.com/RS2WebApp/Products/Software
Logitech	Digital ID Camera	C920S	5	https://www.logitech.com
RS2	Enterprise ID Access Card software	Access It	10	https://rs2tech.com/RS2WebApp/Products/Software
RS2	Control Panel	EP1501	10	https://rs2tech.com
Sargent	Door Locking Mechanism	10 Line	10	https://www.sargentlock.com
Alarm Controls Corp	Electric Strike	AES-100	15	https://www.alarmcontrols.com

APPENDIX C3
Category 4: Fire Alarm Systems Equipment Part Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part # in Catalog	Minimum (%) off MSRP	Manufacturer's Catalog Link (URL)
Firelite	FIRE ALARM			
Firelite	50 Point Addressable Fire Panel	ES-50X	10	https://www.firelite.com
Firelite	Single Loop Control Panel	MS- 9600UDLS	10	https://www.firelite.com
Firelite	Addressable Flame Detector	AD365(IV)	10	https://www.firelite.com
Firelite	Addressable Smoke Detector	SD365	10	https://www.firelite.com
Firelite	Addressable Heat/Thermal Detector	H365	10	https://www.firelite.com
Firelite	Addressable Carbon Monoxide Detector	SD365CO	10	https://www.firelite.com
Firelite	Addressable Heat Detector	H365	10	https://www.firelite.com
System Sensor	Fire Alarm Horn/Strobe	P2RL	10	https://www.systemsensor.com
Firelite	Addressable Fire Alarm Pull Station	BG-12	10	https://www.firelite.com
Firelite	Addressable Fire-Gas Detectors	AD365(IV)	10	https://www.firelite.com

APPENDIX C3
Category 5: Paging Systems Equipment Part Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part # in Catalog	Minimum (%) off MSRP	Manufacturer's Catalog Link (URL)
Bogen	PAGING 8 Zone Distributed Amplified P.A. System	PCM2000	10	https://www.bogen.com
Bogen	Single Zone Centralized P.A. Amplifier, 70 Volts	PMC2000	10	https://www.bogen.com
Bogen	Microphone	HDU150	10	https://www.bogen.com
Bogen	4" Ceiling Speaker, One Way, Low Voltage	SEC4T	10	https://www.bogen.com/products/pdfs/conepdfs/SEC4Ts.pdf
Bogen	8" Ceiling Speaker, One Way, Low Voltage	S86T725PG8W	10	https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Aseemb.pdf
Bogen	4" Ceiling Speaker, One Way, 70 Volt	SEC4T	10	https://www.bogen.com/products/pdfs/conepdfs/SEC4Ts.pdf
Bogen	8" Ceiling Speaker, One Way, 70 Volt	S86T725PG8W	10	https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Aseemb.pdf
Bogen	30-Watt Horn, Bi-Directional, Low Voltage	SPT30A	10	https://www.bogen.com/products/pdfs/hornspeakerpdfs/SP_T30As.pdf
Bogen	Bi-Directional 4-Watt Wall	BDT30A	10	https://www.bogen.com/products/pdfs/hornspeakerpdfs/BDT30As.pdf

Manufacturer Name	Product	Part # in Catalog	Minimum (%) off MSRP	Manufacturer's Catalog Link (URL)
Bogen	Speaker, Low Voltage	BDT30A	10	https://www.bogen.com/products/pdfs/hornspeakers/pdfs/BDT30As.pdf
Bogen	Bi-Directional 4-Watt Wall Speaker, 70 Volt	S86T725PG8W	10	https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Assemb.pdf
Bogen	One Way 4- Watt Wall Speaker, 70 Volt	SPT30A	10	https://www.bogen.com/products/pdfs/hornspeakers/pdfs/SPT30As.pdf
Bogen	Horn Speaker	MB8TSQ(VR)	10	https://www.bogen.com/products/pdfs/conepdfs/MB8TSQs.pdf
Bogen	Metal Box Speaker	MB8TSQ(VR)	10	https://www.bogen.com/products/pdfs/conepdfs/MB8TSQs.pdf
Bogen	Surface- Mount Vandal-Resistant Speaker	MB8TSQ(VR)	10	https://www.bogen.com/products/pdfs/conepdfs/MB8TSQs.pdf

APPENDIX C3
Category 6: Surveillance Systems Equipment Part Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part # in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL) If URL/Link is Not Available, provide Catalog as an electronic copy.
W Box	Security Cameras and Monitors Flat panel Color TV/Monitor -55" 1080p LED-LCD TV - 16:9 - HDTV 1080p - 240 Hz	0E-55LED4KA	10	https://www.wboxtech.com
Tripp Lite	Portable Monitor Stand (SUPPORTS UP TO ONE 37IN TO 65IN PLASMA OR LCD SCREEN, INCLUDES)	DMCS3770L	10	https://www.triplite.com
Altronix	Power Supplies	ALTV1224C220	15	https://www.altronix.com
Axis	PTZ IP Camera (4M)	Q6128-E	5	https://www.axis.com
N/A	PTZ IP Camera High Resolution (12M)			
Axis	Security Camera brackets	T91D61	5	https://www.axis.com
N/A	Fixed IP Camera high Resolution (12M)			
Axis	Fixed Camera (4M)	P3227-LV	5	https://www.axis.com
	RECORDERS			
Axis	16 Channel DVR – Recorder 2T	S2216	5	https://www.axis.com

APPENDIX C3
Category 7 Wireless Systems Equipment Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part # in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL) If URL/Link is Not Available, provide Catalog as an electronic copy.
	WIRELESS			
Vigtron	1000BASE-SX GBIC transceiver, long wavelength (850 nm)	Vi00850MM-H	10	http://www.vigtron.com
Vigtron	1000BASE-LX GBIC transceiver, long wavelength (1300 nm)	Vi01310MM-H	10	http://www.vigtron.com
Cisco	Indoor/outdoor 802.11b/g antenna, 60H/65V deg. 10db gain	AIR-ANT2410Y-R	5	https://www.cisco.com
Cisco	Indoor/outdoor 802.11b/g antenna, 120H/60V deg. 7db gain	AIR-ANT5170P-R	5	https://www.cisco.com
Cisco	Indoor/outdoor 802.11b/g antenna, 180H/40V deg. 6db gain	AIR-ANT2460NP-R	5	https://www.cisco.com
Ditek	Lightning Protector for outdoor antenna installations	DTK-VSPN	10	https://www.ditek surgeprotection.com
HPE	8 Port POE Switch	J9774A	5	https://h20195.www2.hp.com
HPE	24 Port POE Switch	QQ3917	5	https://store.hp.com
Cisco	Wireless Access Point	MR52	5	https://meraki.cisco.com
Cisco	Wireless Access Point	MR55	5	https://meraki.cisco.com

APPENDIX C3
Category 8: Intrusion Detection Systems Equipment Schedule
Minimum Discount (%) off MSRP by Part Number Response Form

Manufacturer Name	Product	Part # in Manufacturer's or Reseller's Catalog	Minimum (%) off MSRP	Manufacturer's or Reseller's Catalog Link (URL) If URL/Link is Not Available, provide Catalog as an electronic copy.
	INTRUSION ALARM			
DSC	Intrusion Detection Panel	PC1616	10	https://www.dsc.com
DSC	Annunciator Panel	PK5500	10	https://www.dsc.com
DSC	Glass Breaker Sensor	AC100	10	https://www.dsc.com
GRI	Window Sensor	400	15	http://www.grisk.com
Seco-Larm	Interrupting Light Beam Detector	ETL	15	http://www.seco-larm.com
GRI	Tamper Sensor	500	15	http://www.grisk.com
DSC	Motion sensor	BV-300D	15	https://www.dsc.com
N/A	Electric Circuit Breakage Detector			
W Box	Outside Security Siren	0E-OUTDSIRSR	15	https://www.wboxtech.com
GRI	Door Sensor	180	15	http://www.grisk.com

APPENDIX G
Organizational Requirements for Low Voltage Systems
Response Form


No	ORGANIZATIONAL MANDATORY REQUIREMENTS FOR LOW VOLTAGE SYSTEMS
5.1	<p>Service Contract Template. Contractor must agree that any contracted services established after the Statewide Price Agreements are awarded must only be performed using the Service Contract in Appendix B. Any waiver from this requirement must be approved in writing by the procuring entity's Cabinet Secretary or the person authorized to obligate the procuring entity at the time of establishing the service contract. The waiver should be kept with the PO.</p>
5.2	<p>Statewide Price Agreement Terms and Conditions. Contractor must accept the terms and conditions included in the RFP as Appendix B to be used for the awarded agreements as a result of the RFP.</p>
5.3	<p>Maintenance and Support/Post Warranty Maintenance and Support Services/Extended Service Plans Agreement. Contractor must provide a procuring agency the opportunity to enter into a Maintenance and Support, Post Warranty Maintenance and Support, or Extended Service Plan Agreement in order for the procuring agency to protect its investment and keep its low voltage system(s) and related equipment in good working condition. The maintenance and support, post warranty maintenance and support services, and extended service plans is a service that guarantees the low voltage system, its components to include software and software subscriptions, and labor services shall be in Complete Working Order, as defined above, during the post warranty maintenance and support period and after the one-year warranty period. The procuring agency has the option to contract for this service. Travel and per diem must be included at no added cost to the maintenance and support services. At a minimum, any proposed maintenance and support services must include the following items:</p> <ul style="list-style-type: none"> a. Scheduling. Must provide quarterly, semi-annual, or annual system checkups and upgrades b. Call-back. For any issue reported, an acknowledgement of the service request/issue reported is required by calling the procuring entity back within 2 hours of receipt. c. 4-Hour Response Time. For a major issue (system is unable, to be determined by the procuring entity), the Contractor must have a technician onsite within 4 hours of receipt of the issue reported. If the Contractor is more than 4 hours from the procuring entity, a waiver from this requirement may be provided by the contracting procuring entity prior to finalizing a written and approved contract for services. d. Covers all hardware/components and software support. <ul style="list-style-type: none"> i. If any components of the system need to be replaced, the Contractor must replace the component at no additional cost to services contract in the Extended Service Plan. The Contractor is responsible for removing any equipment that is replaced.
5.4	<p>New Mexico CRS ID Number. Contractor must provide state tax identification numbers before or during finalizing price agreement awards resulting from this procurement, see CRS registration link https://tap.state.nm.us/tap/_/#1</p>

5.5	<p>New Mexico Business Location. Contractor must maintain for the life of the awarded price agreement a bona-fide place of business within the State of New Mexico to support the procuring agencies with any contracted work under these agreements. A bona-fide place of business is defined as an office that is staffed during normal business hours, maintains an equipment maintenance capability, and houses technical support, sales and management staff. If such a place of business does not exist at the time of the award, the contractor agrees to establish such a business location within 60 days of award and agrees not to accept any purchase orders until such time as the business location has been established.</p>
5.6	<p>Per Diem Rate. Contractor must agree to the maximum “Per Diem Rate” for any per diem charged to the procuring agency for contracted work as defined below: “Per Diem Rate” means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=</p>
5.7	<p>Mileage Rate. Contractor must agree to the maximum “Mileage Rate” for any mileage charged to the procuring agency for contracted work as defined below: “Mileage Rate” means Only the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle as referenced in IRS standard mileage rates using link https://www.irs.gov/tax-professionals/standard-mileage-rates/</p> <p>At the travel rate for that period/year travel was performed. This is pursuant to the Contractor providing the procuring entity approved work order containing the following information:</p> <ol style="list-style-type: none"> a. Actual mileage reading that is certified as true and correct by the traveler based on the destination mileage chart of the official state map published by the Rand McNally Mileage Calculator. Reference Rand McNally mileage calculator using link http://maps.randmcnally.com/mileage-calculator.do b. If the actual mileage reading is not available on the Rand McNally mileage calculator, the procuring entity may authorize the memorandum reimbursement for mileage from the dispatch to the customer site.
5.8	<p>Technical Support. Contractor must maintain a technical support telephone line with the minimum requirements:</p> <ol style="list-style-type: none"> 1. Staffed from 8:00 AM MDT to 5:00 PM MDT during Monday through Friday. 2. The line must be accessible to the procuring agency personnel to obtain competent technical assistance regarding the installation or operation of the low voltage system(s) and related equipment and services purchased/contracted by the procuring agency.
5.9	<p>After Hour Work. Contractor must work outside of normal business hours (Mon-Fri, 8:00 AM MDT to 5:00 PM MDT), as required by the procuring agency.</p>

5.10	<p>Emergencies. Contractor must respond to emergencies and be available to the procuring agency 24 X 7 by 365 days to include holidays and weekends during the warranty period and any post warranty contracted support for its low voltage systems to include the following response times:</p> <ol style="list-style-type: none"> 1. A response by telephone to the procuring agency upon receipt of the problem not to exceed 1 hour. 2. Provide a technician on site not to exceed 4 hours from the receipt of the problem reported.
5.11	<p>Performance Bond. Contractor must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor’s performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. Any waiver from this requirement must be approved in writing by the procuring entity’s Cabinet Secretary or the person authorized to obligate the procuring entity at the time of establishing the service contract.</p>
5.12	<p>Background Check. At the request of the procuring agency, the Contractor must agree to complete a background check at the expense of the Contractor for any of the Contractor’s personnel to be contracted to work on State projects or non-State projects at the time of establishing a service contract under the awarded statewide price agreements and adhere to the request of the agency to use a particular company to complete the background check. The results of the background check must be provided to the procuring entity before services can begin.</p>
5.13	<p>Company Certification for any Low Voltage System Category. The Contractor must have at least one (1) Project Manager physically residing in New Mexico must be Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI). The certified Project Manager may be an employee, a subcontractor, partner, or employee.</p>
5.14	<p>Company Compliance with Standards for any Contracted Low Voltage System Category. Contractor must comply with Telecommunications Building and Campus Distribution Systems Standards for any contracted work and warranty labor services for Low Voltage Systems awarded as a result of this procurement, see link for the standards https://www.doit.state.nm.us/standards.html .</p>

5.15	<p>Compliance with Codes, Regulations, and Standards. Contractor guarantees all cable, wire, and related items and equipment installed must comply with all National, State, and local regulations governing such installations. Contractor must guarantee the entire installation, including all equipment, devices, and material, are in compliance with the FCC Registration Program for connection to the public switched network (Part 68, Chapter 1, Title 47, of the Code of Federal Regulations), as applicable, as well as with all local regulations and codes as pertain to communications systems. The codes, regulations, and standards for (National, State, and/or Local) include but not limited to:</p> <ol style="list-style-type: none"> 1. National Standard: BICSI Telecommunications Distribution Methods Manual (TDMM) latest version 2. State Rules and Statute: https://www.rld.state.nm.us/construction/rules-laws-building-codes.aspx <p>FAILURE TO ADHERE TO NATIONAL ELECTRICAL CODE AND OTHER REGULATIONS AND CODES WILL RESULT IN REPLACEMENT OF THE INADEQUATE ELEMENTS AT THE CONTRACTOR'S EXPENSE.</p>
5.16	<p>Warranty for any Low Voltage System Category. Contractor must guarantee the Low Voltage Systems including the system components and labor services shall be in Complete Working Order for a minimum of 1 year starting from the date of final acceptance by the procuring agency (Warranty Period). The Contractor shall repair any failures to the low voltage system after final acceptance and during the Warranty Period at no added cost.</p>
5.17	<p>New Mexico Business License. Contractor must maintain a valid current New Mexico Business License, only if required by the procuring entity.</p>
5.18	<p>Licensing and Permits. Contractor must obtain any required permits, work inspections, and contractor and contractor's employee licensing and certifications which may be required for any individual projects as a result of any contracts covered under the awarded price agreements. The Contractor must provide copies to the procuring agency.</p>
5.19	<p>Subcontractors. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.</p>
5.20	<p>Reserved</p>
5.21	<p>Coordination. Contractor must coordinate all work with the Department of Information Technology, Project Engineer, Project Architect, or procuring agency contact person with the General Contractor for any low voltage system(s) contracted services.</p>
5.22	<p>Cost Quotes. Contractor must reply within a maximum of 5 days from the date the procuring agency's email quote request was delivered at no cost to the procuring agency and Contractor's cost quotes must adhere to prevailing wage rates.</p>

<p>5.23</p>	<p>Prevailing Wage Rates. The Contractor warrants and agrees all subcontractors will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act. Prevailing Wage rates are not applicable to total projects costing equal or less than \$60,000 including gross receipts tax. The Contractor and their subcontractors shall deliver copies of certified weekly payroll in accordance with the regulations under "Minimum Wage Rates" to the procuring entity contracting for services/Owner as stated in the "Minimum Wage Determination."</p> <p>The scale of wages to be paid will be posted by the Contractor in a prominent and easily accessible place on the job site.</p> <p>If the Contractor does not comply with the provisions of the Minimum Wage Act his company may be disqualified from performing any future work under the awarded Price Agreement.</p> <p>The procuring entity will submit to the Department of Workforce Solutions a request for a "Minimum Wage Determination" for total project costs greater than \$60,000 including gross receipt tax.</p>
<p>5.24</p>	<p>Authorized Dealer/Reseller Status. Contractor must have and maintain authorized dealer/reseller status for all manufacturer products awarded. If the manufacturer of the product(s) do not offer authorized dealer/reseller status, the State Purchasing Agent may waive the requirement ONLY after receiving proof of that fact from the manufacturer for the specific product(s).</p>
<p>5.25</p>	<p>Delivery of Low Voltage System products and Risk of Loss. Contractor must deliver Low Voltage System products ONLY at the time of installation and/or other contracted services. The procuring agency must not accept any shipped any products under the awarded Price Agreement.</p>



Authorized Signature
April 17 , 2020
Date

**APPENDIX P – Value Added Options Response Form
Not Applicable**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	CONTACT NAME: Dianne Dawkins PHONE (A/C, No, Ext): 575-524-2222 FAX (A/C, No): 575-525-1716 E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED HEI, Inc. 3800 Vassar PO Box 31310 Albuquerque NM 87190-1310	HEIINC0-01	INSURER A : Cincinnati Insurance Company (NAIC # 10677
		INSURER B : Builders Trust of NM	52519
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 795436915

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0087604	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP 0087604	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0087604	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-100-0005961-2023A	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Installation Floater			EPP 0087604	6/1/2022	6/1/2023	Jobsite Limit 100,000 Temporary Storage 100,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: All Jobs

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 1600 St. Michaels Dr.
 Santa Fe NM 87505
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HEI INC
DBA: HEI INC

Business Location: PO BOX 31310
ALBUQUERQUE, NM 87190

Owner: WILL HUMBARO

License Number: 225955

Issued Date: January 09, 2023

Expiration Date: January 09, 2024

CRS Number: 02-360388-00-7

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

HEI INC
PO BOX 31310
ALBUQUERQUE, NM 87190

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE












23-0123 HEI, Inc.

Final Audit Report

2023-04-13

Created:	2023-04-10
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy6cU6cHmPEoyRJ3xRlj33SrH3_OdITSG

"23-0123 HEI, Inc." History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-04-10 - 8:16:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-04-10 - 8:19:10 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-04-12 - 7:19:31 PM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-04-12 - 7:23:49 PM GMT- IP address: 216.207.130.218
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-04-12 - 7:23:51 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to jwblair@santafenm.gov for signature
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-  Email viewed by jwblair@santafenm.gov
2023-04-12 - 7:36:01 PM GMT- IP address: 216.207.130.218
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-04-12 - 7:37:08 PM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-04-12 - 7:37:10 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
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-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-04-13 - 1:44:03 AM GMT- IP address: 104.47.65.254



 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-04-13 - 1:44:39 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-04-13 - 1:44:39 AM GMT

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