

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Goods & Services

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 control access infrastructure cabling. See attached proposal from HEI Inc. marked Exhibit "A" hereto and made a part hereof.

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 Jet Center & Sierra Camera Access Control Access Infrastructure Cabling		\$72,816.36

The total compensation under this Agreement shall not exceed **\$72,816.36** 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 the date approved by the City, and end on **June 30, 2026**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to 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. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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 Governing Body 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. 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.

C. 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:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Will Humbard, Business Owner
P.O. Box 31310, Albuquerque, NM 87190-1310
505-880-1819
nhurd@heinm.com

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:
Will Humbard, Business Owner
P.O. Box 31310, Albuquerque, NM 87190-1310
505-880-1819
nhurd@heinm.com

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 (Oct 16, 2023 19:24 MDT)
JOHN BLAIR, CITY MANAGER

Will Humbard
WILL HUMBARO, BUISNESS OWNER

DATE: Oct 16, 2023

DATE: 10-13-23
CRS# 02-360388-00-7

Registration # 225955

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Oct 17, 2023 13:08 MDT)
GERALYN CARDENAS, INTERIM CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 12, 2023 15:00 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 16, 2023 17:38 MDT)
EMILY OSTER, FINANCE DIRECTOR

5450407.572970 Att
Org./Object

Exhibit "A"



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

October 4, 2023

City of Santa Fe
Santa Fe Regional Airport
Attn: James Garduno

Project: Jet Center/ Sierra Camera and Access Control Infrastructure Cabling

Proposal # D232082
HEI State Wire Contract #00-00000-20-00093

Pre- Installation Discovery Work

- **Fish all existing conduits for the pathways and make sure they are usable.**
- **Verify conduit capacity and can have cables added.**
- **Vacuum existing conduits.**
- **Install string prior to pulling cables and after installation.**

Install New Fiber Optic and Copper Links for Access Control and Cameras

- **Install 12x strands SMF from Hanger 1 D-Marc to Hanger 2 Wall Mount Cube-It.**
- **Install 12x strands SMF from Hanger 2 to Jet Center North Side IDF.**
- **Install 12x strands SMF from Jet Center North Side IDF to Jet Center South Side IDF.**
- **Install 12x strands SMF at Airport from TR635 to TR605 to get Network via PTP over to Jet Center for Network Connectivity.**
- **Install 48"x 48" Wall Back Board in Hanger 2 and Cube-It Lockable Rack.**
- **Install 24"x48" Wall Back Board and Shallow Mount Wall Mount Network Cabinet in Hanger 1 D-marc.**
- **Install 24"x48" Wall Back Board and Shallow Mount Network Cabinet in North Side IDF.**
- **Install 24"x48" Wall Back Board and Shallow Mount Network Cabinet in South Side IDF.**
- **Install 1x Cat6 OSP cable to Tarmac Gate.**
- **Install 1x Cat6 OSP cable to Pedestal Camera.**
- **Terminate, Label, and Test all cables.**
- **Add Lightning Protection for all outdoor Cat6 Cables.**

Electrical Scope of Work:

- **Install new 2" conduit pathway from Quazite outside Hanger 1 into Hanger 1 including Nema 3 boxes on both sides.**
- **Extend A/C power from nearest J-box into Cabinets.**

Sierra Building Project:

- **Install 6x Cat6 Data Cables for Cameras.**
- **Install Panduit Raceways for camera locations that need it.**
- **Install 2x Data Cables for Access Control Door Controllers.**
- **Extend Gate Pole up 4 more feet for PTP and Camera.**
- **Install Roof Skid for PTP.**
- **Add Lightning Protection for all outdoor Cat6 cables.**

***Upon discovery if conduits are found to be damaged and unusable, HEI can repair or replace at an additional cost to be quoted separately.**

Labor \$ 48,030.00

Material \$ 20,853.90

Tax on labor only \$ 3,932.46

Total \$ 72,816.36

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

**Sincerely,
Mario Griego, RCDD
Project Manger**



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: dlistotto@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: Irene 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 Paull 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 Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:

Vanessa LeBlanc

13 Bataan Blvd

Santa Fe, NM 87508

Vanessa.LeBlanc@state.nm.us

IP Address: 98.60.102.6

Record Tracking

Status: Original

8/30/2022 11:06:22 AM

Holder: Vanessa LeBlanc

Vanessa.LeBlanc@state.nm.us

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Travis Dutton- Leyda

Travis.Dutton-Leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing

Division

Security Level: Email, Account Authentication
(None), Login with SSO**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 73.26.88.117

Sent: 8/30/2022 11:10:51 AM

Viewed: 8/30/2022 11:11:19 AM

Signed: 8/30/2022 11:11:24 AM

Vanessa LeBlanc

vanessa.leblanc@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 98.60.102.6

Sent: 8/30/2022 11:11:26 AM

Viewed: 8/30/2022 11:12:41 AM

Signed: 8/30/2022 11:12:44 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Will Humbard

whumbard@heinm.com

President

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.114.169.14

Sent: 8/30/2022 11:12:45 AM

Resent: 9/1/2022 10:34:08 AM

Resent: 9/2/2022 7:48:05 AM

Resent: 9/2/2022 8:59:25 AM

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
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) Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.193	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
Paul Kippert Paul.Kippert@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/9/2020 1:49:21 PM ID: 666bb93b-caef-4912-aa64-05b4aa8bcffb	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/6/2022 1:23:48 PM Viewed: 9/6/2022 1:46:47 PM Signed: 9/6/2022 1:46:53 PM
Peter Mantos Peter.Mantos@state.nm.us Secretary Designee Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/30/2022 2:44:50 PM ID: 79e95122-2382-484c-b888-a1683457197b	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.64	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
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) Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 97.123.168.19 Signed using mobile	Sent: 9/7/2022 5:27:13 PM Viewed: 9/7/2022 6:12:28 PM Signed: 9/7/2022 6:12:45 PM
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
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**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**

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

Amendment No.: **One**

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

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

Invoice:
As requested at time of order.

Procurement Specialist: **Travis Dutton-Leyda** 388

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

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

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 Humbard, President Date: 12/17/2020
 Will Humbard, 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: dlisotto@heinm.com; nhurd@heinm.com

Telephone No.: [505-880-1819](tel: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.

**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 Humbard, President
 - a. (505) 980-9402
 - b. WHumbard@heinm.com
2. Debbie Lisotto, RCDD and EE98J, Primary Point of Contact
 - a. (505) 980-9008
 - b. DLisotto@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, Technician

- 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 Contractor'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.

ARTICLE 29 – GENERAL PROVISIONS

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. Civil and Criminal Penalties. 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 illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
 3. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
- B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

ARTICLE 30 - SURVIVAL

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

ARTICLE 31 - TIME

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 33 – ADDITIONAL PROVISIONS

1. **Organizational Requirements, Appendix G.** The Contractor shall be liable for each requirement as outlined on Appendix G, “Organizational Requirements for Low Voltage Systems Response Form”.
2. **Organizational RCDD Certification for any Low Voltage System Category**
The Contractor must have at least 2 technicians one (1) Project Manager physically residing in New Mexico and at least 1 of the 2 technicians must be Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI).
3. **Twenty-Year Manufacturer Warranty for ONLY Category 2 Inside Wiring Systems and Related Services.** For Category 2 – Inside Wiring systems and Related Services, the Contractor guarantees the Manufacturer’s listed below adhere to the minimum twenty-year (20) warranty for their equipment catalog(s) as outlined in Appendix C, “Equipment Cost Schedule”.
 - i. **AFL:** Guarantees a twenty five (25) year warranty.
 1. Point of Contact: Heather Zynn, Contracts Programs Manager
 2. Email: heather.zynn@nexans.com
 3. (717) 351-9353
 - ii. **Ber-Tek:** Guarantees a twenty five (25) year warranty.
 1. Point of Contact: Sam Stanfield, Commscope Account Manager
 2. Email: Sam.Steinfield@commscope.com
 3. (505) 401-4250

- iii. **Legrand:** Guarantees a twenty five (25) year warranty.
 - 1. Point of Contact: Cindy Monstream, Director of Technology Support & Training, Data Infrastructure
 - 2. Email: Cindy.Monstream@legrand.us or www.legrand.us
 - 3. (860) 405-2899 or (860) 405-2988
- iv. **Siemon:** Guarantees a twenty (20) year warranty.
 - 1. Point of Contact: Barbara Perreault or Skyler Howell, Technical Associate
 - 2. www.siemon.com
 - 3. (860) 945-4259 or (623) 337-0501 or (860) 945-4200

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, 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: W. J. H. H. H. Date: 9/11/2020

 President
 HEI Inc.

Approved for legal sufficiency:

By: Paul Kippert Date: 9/14/2020

 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

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

By: Ann Marie Lucero Date: 9/11/2020

 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: 9/14/2020

 John Salazar, Cabinet Secretary and State Chief Information Officer
 Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: Valerie Paulk Date: 9/14/2020

 P _____ for the State of New Mexico

X This Contract was signed on behalf of the State Purchasing Agent

I. EXHIBIT A – SCOPE OF WORK

The Scope of Work consists of activities the State has considered Low Voltage Systems and Related Services.

The mandatory low voltage systems and related services shall be provided by the awarded Contractor to include the following Categories as defined in this Agreement:

1. Category 1 - Outside Cabling Systems and Related Services
2. Category 2 - Inside Wiring Systems and Related Service
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
8. Category 8 – Intrusion Detection Systems and Related Services

All Low Voltage Systems and products awarded, and subsequent contracts must be installed by the Awarded Contractor.

II. Excluded Requirement: The following item shall not be used for purchasing from the awarded agreements:

1. Telephone and computer equipment, purchases allowed ONLY if used for an install of a low voltage system project
2. Telephone systems of any type
3. Routers
4. Layer 3 switches
5. Firewalls
6. Services not related to any specific category defined within this RFP
7. Intercom call box, purchases allowed ONLY if used for an install of a low voltage system project
8. Video conferencing equipment
9. Security fencing
10. Security lighting
11. Any hardware that is not associated with electronic hardware, purchases allowed ONLY if used for an install of a low voltage system project that includes miscellaneous items such as vecro, labels, screws, nuts, and bolts.

The awarded agreements are only for installed low voltage system as defined in this RFP. The ONLY stand-alone low voltage system products to be sold separately under the statewide price agreements are listed below:

1. Fuses
2. Patch cords
3. Fiber jumpers
4. Wiring and components for mountain top radio installations
5. Access cards and badges
6. Badging ink cartridges
7. Cleaning cartridges

III. Additional Definitions of Terminology.

1. **“Access Providers”** means a third party company that supports any system that interfaces with the Low Voltage System Categories as defined.
2. **“One Year Warranty”** means the awarded 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. If the manufacturer is sold, the new company shall assume the responsibility of the One Year Warranty.
3. **“Badging application”** means an application that authorizes and keeps personnel’s data such as name, organization, date of issue, access areas, expirations date, restrictions and other necessary information where it will be process and the credential holders are allowed access. The Badging application interfaces with the Access control system.
4. **“Building and Campus Security Systems”** means *security* system that is designed to deny unauthorized access to facilities, equipment and resources and to protect personnel and property from damage or harm Physical *security* involves the use of multiple layers of interdependent *systems*.
5. **“Complete Working Order”** means the uninterrupted, defect free, fault-free operation of the system to include any failures and that meets the following specifications and requirements:
 - a. Published Specifications: all Low Voltage Systems and Related Services as defined in the RFP that are installed in their unaltered form, must perform in accordance with the manufacturer’s specifications.
 - b. Integrate: all Low Voltage Systems and Related Services as defined in the RFP provided must integrate with existing systems. Integrate means the ability to function or operate as designed with other systems that will result in uninterrupted, defect free, and fault-free system.
 - c. Software and Software Subscriptions: all software provided must operate within the Low Voltage System(s) operating systems environment, with the most current software release, at the time of installation, for all applicable equipment and system components. This must include software patches. (Excluding the manufacturer 20-year warranty)
 - d. All Low Voltage System(s) will be new, undamaged, and free from defects in material and workmanship. Refurbished items shall only be used if the manufacturer discontinues the item and/or there is a valid reason that is approved by the procuring entity. If the original product is not available, the contractor shall provide a replacement product of equal or greater value to the specifications and quality as approved by the procuring entity.
 - e. The warranty and maintenance services must be performed on site at no added cost to the procuring entity, unless otherwise approved in writing by the person authorized to obligate the procuring entity.
 - f. All software and software licensing provided will be new, undamaged, and will perform in accordance with the software product description. (Excluding the manufacturer 20-year warranty)

- g. All contracted work will be provided in a professional manner by qualified technicians in accordance with any warranty, any contracted services, and the service description applicable at the time of an approved procuring agency purchase order.
- h. Contractor must provide copies of the applicable warranty and registration materials to include any warranties from the manufacturer(s) upon the procuring agency's written approval and acceptance after final Inspection and before the Warranty Period starts. (Excluding any Extended Service Plans: Maintenance and Support)
- 6. **“Decommissioning Services”** means a service to remove low voltage system(s) to include all cabling, electrical conductors, equipment and raceways within a building, which is considered abandoned communications cable and must be removed per National Electrical Code (NEC) 725.25 and as required by the procuring agency and required by Regulation and Licensing. The NEC 725.25 requires the accessible portion of **abandoned** Class 2 and Class 3 **cables** to be removed while 800.25 requires the same for **abandoned** communications **cables**. In the 2017 NEC, 90.2 states that the **code** covers, “the installation and removal,” of **electrical** conductors, equipment, and raceways.
- 7. **“Equipment Room or (ER)”** means an environmentally controlled centralized space for telecommunications equipment that usually houses a main or intermediate cross-connect. **Telecommunications** Industry Association (TIA) and it is an environmentally controlled space for communications and data processing equipment supporting communications connectivity infrastructure.
- 8. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
- 9. **“Installation of Wiring/Cabling Services”** means services include the following:
 - a. installation of the wire or cable as specified for each low voltage system category awarded. The wire or cable will be installed and terminated to the appropriate connection, as per the system design and specifications. The installation of the wire or cable must meet the procedures as required by the manufacture(s) materials. All installed wire or cable must comply with the appropriate National, State, and local codes. All wiring or cable installed must pass the testing perimeters as specified by the National codes and includes a professional, industry standard level of workmanship.
 - b. All cabling must be structurally supported in accordance with manufacturer requirements for the cable type. Cables must be routed and dressed in a precise, organized, and aesthetically acceptable manner with no twists, crimps or damage minimizing the risk of alien crosstalk. There must be service loops in accordance with BICSI standards. Cabling shall be properly terminated per applicable procedures in order to ensure compliance with performance specifications and reliability. Cables shall be labeled in accordance with Building Industry Consulting Service International (BICSI) standard.
 - c. The contractor is responsible for maintaining a safe and neat work area. Wire and cable scraps, food and drink containers, and other trash must be properly disposed daily.
- 10. **“Installation of Wiring/Cabling Services”** means installing the wiring/cabling as specified for each low voltage system. The wiring and cabling must be installed and

terminated to the appropriate connection as per the system design and specifications and as required for each low voltage system category. The installation of the wire/cable must meet the procedures as required by the manufacture(s) material. All installed wire/cable must comply with the National, State, and local codes. All wiring/cable installed must pass the testing perimeters as specified by the National codes. The low voltage system wiring cable/types include the following:

- a. Category 5e, 6, 6A UTP cables
 - b. Category 6A STP cables
 - c. OM1, OM2, OM3 and OM4 Multimode fiber
 - d. OS1 and OS2 Single-Mode fiber
 - e. Future UTP, STP and fiber Types that are specified by National Codes and Specifications
 - f. Any wiring/cables that are specified by the equipment manufacture.
11. **“Intercom call box”** means callbox is literally a box, equipped with a special purpose radio that can communicate with a two-way radio network or a dispatch office. They are used in a variety of industries as a way for customers, employees, or visitors to communicate from a remote location to an existing radio network or central office. The intercom callboxes all use radio frequency technology, therefore have the advantage of being wireless, which allows for much more flexibility with installation and location. The callboxes are designed for use in many applications.
12. **“Low Voltage Systems”** includes the Low Voltage System Categories defined in Section F below and listed as:
 - a. CATEGORY 1 – OUTSIDE CABLING SYSTEMS AND RELATED SERVICES
 - b. CATEGORY 2 – INSIDE WIRING SYSTEMS AND RELATED SERVICES
 - c. CATEGORY 3 – ACCESS CONTROL SYSTEMS AND RELATED SERVICES
 - d. CATEGORY 4 – FIRE ALARM SYSTEMS AND RELATED SERVICES
 - e. CATEGORY 5 – PAGING SYSTEMS AND RELATED SERVICES
 - f. CATEGORY 6 – SURVEILLANCE SYSTEMS AND RELATED SERVICES
 - g. CATEGORY 7 – WIRELESS SYSTEMS AND RELATED SERVICES
 - h. CATEGORY 8 – INTRUSION DETECTION SYSTEMS AND RELATED SERVICES
11. **“Maintenance and Support/Post Warranty Maintenance and Support Services”** or **“Extended Service Plans”** means 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:
 - 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.**
 - 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.
 - ii. The Contractor must visually inspect all components to include their installed low voltage system cabling and connections for signs of deterioration or damage and must replace and fix any deteriorated or damaged components annually and as required by the procuring entity.
 - iii. The Contractor must perform software patches and firmware updates.
 - iv. The Contractor must perform monthly automatic back-up of data and database and per the procuring agency's request.
 - e. **On-site system performance checkup.** Perform maintenance test check on the low voltage system and provide test results as a softcopy to the procuring agency. The system components to test must follow the manufacturers' requirements for preventative maintenance and the extended service plans.
 - f. **Unlimited Contact and Repair.** The Contractor must provide 24 x 7 by 365 days to include holidays and weekends for warranty and post warranty maintenance and support services for its low voltage system and related equipment, hardware, software.
12. **"Manufacturer's Suggested Retail Price (MSRP)" or "Reseller's Suggested Selling Price (RSSP)"** means the list price of a product, is the price that the manufacturer recommends the Contractor sell the product for. It is also known as the manufacturer's suggested retail price, or the recommended retail price, or the retail price, or the suggested selling price from the reseller.
 13. **"Needs Assessment"** means a process for determining and addressing **needs**, or "gaps" between current conditions and desired conditions or "wants". The discrepancy between the current condition and wanted condition must be measured to appropriately identify the need. The assessment must include but not limited to the following functional, operational, and infrastructure requirements of the low voltage system:
 - a. Functional requirements for low voltage system needs.
 - b. Operational requirements to include but not limited to the capabilities of the low voltage system components that will enable it to provide the expected information under all operating conditions. Conditions in the operational environments must include day and night operations, lighting, weather conditions, and temperature changes. Operational requirements must be detailed and testable.
 - c. Infrastructure requirements to define the needs for installing or accessing fiber or hard-wire cables, wireless networks, and power sources, to name a few, necessary to successfully implement an integrated low voltage system.
 14. **"New Mexico Electrical (EE98-J) License"** This journeyman license covers all electrical work, including work identified in less comprehensive electrical classifications, premises wiring systems 600 volts, nominal, or less, underground distribution raceway systems

regardless of voltage, and wiring systems and terminations 600 volts, nominal, or less, with the exception of additional work identified under the EL-1 classification.

15. **“Nurse Call System”** is a low voltage system that provides for audio and video signaling of patient requests. The provide for multiple level of calls, including routing calls, bathroom emergencies, and code blue (e.g., cardiac arrest). Nurse Call Systems can be wired or wireless. Nurse call systems may integrate into the PBX.
16. **“Pathway Providers”** means a transport pathway for physical cabling provided by an entity the Contractor may be required to develop, coordinate, and execute joint-use agreements.
17. **“Planning and Design Services”** services for any Low Voltage System project that includes planning and design of functional and technical specifications to properly support the applications of a low voltage system network infrastructure and related components. The planning and design must provide sustainable service into the future. The services must include but not limited to the following during the duration of the project:
 - a. Develop and maintain a project workplan in coordination and mutual agreement with the procuring agency to include project scope of work, resources, cost, deliverables, and schedule.
 - b. Develop a Needs Assessment document as defined
 - c. Develop and maintain a detailed project schedule with weekly updates in coordination and mutual agreement with procuring agency to include project scope of work, resources, cost to include construction, and deliverables.
 - d. Develop and maintain a comprehensive low voltage design document in coordination and mutual agreement with the procuring agency to include but not limited to design, construction cost, and schedule.
 - e. Project work plan, schedule and design documents must include but not limited to the following tasks:
 - i. Apply for any required and necessary permits timely
 - ii. Perform an infrastructure survey and system needs assessment based on Agency requirements
 - iii. Determine the capacity of the existing network
 - iv. Calculate transmission requirements
 - v. Coordinate with Access Providers, local authorities, and other utilities
 - vi. Compliance with safety regulations and practices
 - vii. Determining right-of-way, (*applies only to Category 1 and 2*)
 - viii. Select the physical topology, (*applies only to Category 1*)
 - ix. Select a route, (*applies to only Category 1 and Category 7*)
 - x. Select the desired cable type
 - xi. Develop, coordinate, and fully execute Joint-use agreements with existing pathway providers
 - xii. Arrange for underground and buried utility locates, (*applies only to Category 1*)
 - xiii. Determine and plan pathways and spaces
 - xiv. Plan for future growth and upgrades
18. **“Registered Communications Distribution Designer (RCDD) certification”** means a certification offered by the Building Industry Consulting Service International (BICSI) that

is one of several engineering-oriented IT communications credentials from this design and implementation engineering-oriented organization.

19. **“Related Services”** means the services included in a Low Voltage System Category project that include following:
 - a. Planning and Design Services as defined
 - b. Installation of Wiring/Cabling Services as defined
 - c. Testing and Inspection Services as defined
 - d. Decommissioning Services as defined
 - e. Maintenance and Support/Post Warranty Maintenance and Support Services as defined
20. **“Software Subscription”** means a license fee made available to users for low voltage system software services to include the software patches and software upgrades and any labor services related to the software subscription at no added cost to the software subscription fee of the low voltage system.
21. **“Software patches”** means to correct bugs or problems within the software that makes it perform less than optimally. All patches are included in the software subscription at no added cost to the software subscription license fee.
22. **“Software upgrades”** means a major revision to the most recently installed version of software bundled with the low voltage system by adding more features and functionality to the program. All software upgrades are included in the software subscription at no added cost to the Software Subscription fee.
23. **“Testing and Inspection Services”** means the services included in a Low Voltage System Category must include the test and results of the test after the installation of wiring, components, and equipment. The actual components must perform as specified by the manufacturer and all installed systems must function as designed. Testing must include Field testing for balanced twisted-pair cabling reflects verification and certification, including the most recent classes and categories of cabling. The minimum testing parameters and instruments to be used for accuracy must include but not limited to the separate sections for twisted-pair and fiber optic cabling listed below and can be found in greater detail in “BICSI Telecommunications Distribution Methods Manual (TDMM), Chapter 11 Field Testing”. Inspection services must include but not limited to a walkthrough with the Contractor at the site location, any required tasks from the procuring agency/entity in a contract for services that include but not limited to: 1) check workmanship for safety, standards, and codes compliance, 2) check for cleanup, 3) check for compliance with construction documents using a checklist to verify that every contract item is satisfactorily completed, 3) generate/update punch list, issues, and outstanding tasks to be addressed. For details of the inspection and Project Close Out refer to the most recent BICSI Telecommunications Distribution Methods Manual Chapter 21.

Balanced twisted pair cabling test parameters and instruments:

Test Parameters:

- a. Wire map (e.g., continuity and pairing)
- b. Length
- c. Insertion loss
- d. Near-end crosstalk (NEXT) loss
- e. Equal level far-end crosstalk (ELFEXT)
- f. Propagation delay and delay skew

- g. Return loss
- h. Power sum near-end crosstalk (PSNEXT) loss
- i. Power sum equal level far-end crosstalk (PSELFEXT)

Instruments:

- j. Level IIe field test instruments are required for measurements up to category 5e and Class D cabling.
- k. Level III field test instruments are required for measurements up to category 6 and Class E cabling.
- l. Level IV field test instruments are required for measurements up to category 6A and Class EA cabling.
- m. An accuracy level IIIe has been defined and proposed for the measurements of 10GBASE-T cabling up to 500 MHz to support the deployment of 10 gigabit per second (Gb/s) Ethernet over balanced twisted-pair cabling links

1) Fiber Optic Cabling test parameters and instruments:

Test Parameters: The four basic tests for fiber optical Cabling are:

- a. Attenuation must be tested using Wavelengths (NM) multimode:
 - i. Multimode
 - 1. 850 nm
 - 2. 1300 nm
 - ii. Singlemode
 - 1. 1310 nm
 - 2. 1550nm
- b. Optical Bandwidth
- c. Length
- d. Polarity

Instruments:

- a. An Optical Time Domain Reflectometer (OTDR) is the accepted instrument for Optical Fiber attenuation testing.
- b. An Optical Loss Test Set (OLTS) for testing attenuation
- c. A Visual Fault Locator (VFL) is used for testing attenuation.

- 24. **“Telecommunications Room”** means a telecommunications space that differs from equipment rooms (ERs) and entrance facilities (EFs) in that this space is generally considered a floor serving or tenant-serving (as opposed to building- or campus-serving) space that provides a connection point between backbone and horizontal cabling.
- 25. **“Twenty-Year Warranty”** means the awarded Contractor must guarantee a twenty-year manufacturer warranty for the Category 2 Low Voltage Inside Wiring System for the installed new wiring, retesting, and labor services related to the warranty are installed correctly in order for the system to perform for the length of the warranty for a minimum of twenty (20) years starting from the date of final acceptance by the manufacturer (which is the responsibility of the Contractor to receive the manufacturer final acceptance) and the written final acceptance from the procuring agency (Warranty Period). If the manufacturer is sold, the new company shall assume the responsibility of the Twenty-Year Warranty. To perform for the length of the warranty means the uninterrupted, defect free operation of the wiring system to include any failures and that meet the following requirements:

- a. All corrections, fixes, repairs, and any failures to the low voltage wiring system after final acceptance and during the Warranty Period must be at no added cost to the procuring agency.
- b. If system performance or material fails to meet the performance standards, at the time of the installation, reparations will be made.
- c. The manufacturer, using certified contractor(s) of its choosing, replace or repair the non-compliant qualifying components.

F. LOW VOLTAGE SYSTEM CATEGORIES

1. **CATEGORY 1 – OUTSIDE CABLING SYSTEMS AND RELATED SERVICES**

The scope of work for this category includes a brief description of: a) an outside cabling system, b) related components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide an outside cabling system or replace or add to an outside cabling plant as needed, as defined for this category, and capable of interfacing with other systems.

- a. **Brief Description of Outside Cabling System:** is the portion of a premises distribution system, or PDS, that is specific to the infrastructure needed to connect campus buildings and provide for access to the serving Local Exchange Carrier (LEC). The Outside Cabling System is composed of the media, either copper or fiber, and the supporting pathways and structures required to link the serving facilities to outlying locations to provide for voice, data, video and other low voltage systems. The Outside Plant cable is installed via Aerial, Underground (conduits) and/or direct buried applications.
- b. **Outside Cabling System Components:** Outside Cabling Systems must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:
 - 1) Installed outdoor rated buried or aerial cable, either copper or fiber
 - 2) Installed Maintenance Holes
 - 3) Installed Handholds
 - 4) Installed Vaults and supporting structure hardware
 - 5) Installed Overvoltage and overcurrent protection systems
 - 6) Installed Bonding and grounding
 - 7) Installed Splice enclosures
 - 8) Installed Conduits
 - 9) Installed Pedestals, Cabinets and Cross-connects
 - 10) Installed Poles and hardware (pole attachments)
 - 11) Installed Support strands (messengers)
 - 12) Installed Anchors
 - 13) Installed Guys
 - 14) Installed Cable Markers (warning tape, electronic markers, etc.)
 - 15) Installed Fiber terminations and cross-connects (Fiber Distribution Units)
 - 16) Cable identification and cable pair/strand counts

- 17) System documentation (cable routes and distances)
- 18) Trenching, direct boring, and pole installation
- 19) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
- 20) Installed OS1 and OS2 Single-Mode fiber
- 21) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
- 22) Provide and install any related software and any Software Subscriptions
- c. Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
 - 1) Planning and Design Services
 - 2) Installation of Wiring/Cabling Services
 - 3) Testing and Inspection Services
 - 4) Decommissioning Services
 - 5) Maintenance and Support/Post Warranty Maintenance and Support Services, optional
- d. Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
 - 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>
- e. Mandatory Certification:**
 - 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- f. Mandatory One-Year Warranty as defined.**

2. CATEGORY 2 – INSIDE WIRING SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) an inside wiring system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide an Inside Wiring System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

- a. Brief Description of Inside Wiring System:** must include but limited (1) the portion of a premises distribution system (PDS) that is specific to the internal infrastructure cabling of a building, (2) it is a preplanned network of cabling within a building, designed for the transmission of voice, data video and other low voltage systems, (3) it is a structured wiring system that is designed to implement present needs as well as future services and growth, and to accommodate future moves and reconfigurations, (4) it provides connectivity between building floors, access to the serving Local Exchange Carrier (LEC) and to other buildings to the Equipment Room, and (5) it also provides connectivity from the telephone and computer wall outlets to the Telecommunications Rooms (TRs) in a building. The inside wiring system main elements must include two (2) main elements but not limited to:

- 1) *Horizontal Cabling Systems* with associated Pathways consists of two basic elements:
 - a) *Horizontal Cable and Connecting Hardware* (also called “horizontal cabling”) provide the means for transporting telecommunications signals between the telecommunications outlet/connector in the work area and the horizontal cross-connect in the Telecommunications Rooms (TRs). These components are the “contents” of the horizontal pathways and spaces.

b) *Horizontal Pathways and Spaces* (also called “horizontal distribution systems”) are used to distribute and support horizontal cable and connecting hardware between the work area outlet and the Telecommunications Rooms (TRs). These pathways and spaces are the “container” for the horizontal cabling.

2) *Building Backbone Cabling Systems* with associated Pathways, this is the part of a premise distribution system that provides connection between equipment rooms, Telecommunications Rooms (TRs), and telecommunications service entrance facilities. This system normally provides intrabuilding connections between floors in multistory buildings and interbuilding connections in campus-like environments. The requirements and design criteria for voice backbones are different from those for data backbones. Data backbones have more stringent design requirements and are more complex than voice backbones.

- b. Inside Wiring Systems Components:** must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:

- 1) Installed Category 5e, 6, 6A UTP cabling
- 2) Installed Category 6A STP Cabling
- 3) Installed Coaxial Cabling
- 4) Installed Multimode and Singlemode Optical Fiber
- 5) Installed Outlet boxes and Category rated connectors for UTP and STP cabling
- 6) Installed Outlet boxes and connectors for Multimode and Singlemode fiber
- 7) Cross-connect Jumper Cables for Multimode and Singlemode fiber
- 8) Patch Cords for Category Rated STP and UTP Cabling
- 9) Installed four and two post Relay Racks and Cabinets for cable terminations and equipment
- 10) Installed Fire-Rated plywood backboards (for Telecommunication Room walls)
- 11) Installed Patch panels for terminations of Category rated cabling
- 12) Installed Fiber Distribution Units (FDUs) for fiber terminations
- 13) Installed Wall mounted Optical Fiber Patch panels
- 14) Installed mechanical and nonmechanical Firestopping systems
- 15) Installed hardware for Grounding and Bonding of Cabling, Racks, Cable Trays, Ladder Racks, etc.
- 16) Installed Ground Buss Bars for racks and wall mounts
- 17) Installed Over-voltage and Over-current protection devices for entrance cable terminations
- 18) Installed Termination Blocks
- 19) Installed pathways that consists of the following
 - a) Conduits and innerducts
 - b) Cable Trays, Ladder Racks, and “J” Hooks

- c) Surface-mounted raceways
- d) Outlet boxes
- e) Pull Boxes
- f) Utility Riser Poles
- g) Ceiling Raceways and Fittings
- h) Conduit Sleeves and Slots
- 20) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
- 21) Installed OS1 and OS2 Single-Mode fiber
- 22) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
- 23) Provide documentation that includes but not limited to:
 - 1) Floor Plan with installed service outlets including jack numbering (as-built)
 - i. One large ("E" size sheet) to be mounted on a wall of each Telecommunications Room (TR) and Equipment Room (ER)
 - ii. One software copy of Auto Computer-Aided Design (ACAD or comparable)
 - 2) Fire-Stopping systems used
 - 3) Certification of Manufacture 20 warranties
 - 4) Results of all testing in electronic format in LinkWare in an open format
- 24) Provide and install any related software and any Software Subscriptions
- c. Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
 - 1) Planning and Design Services
 - 2) Installation of Wiring/Cabling Services
 - 3) Testing and Inspection Services
 - 4) Decommissioning Services
 - 5) Maintenance and Support/Post Warranty Maintenance and Support Services, optional
- d. Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
 - 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>
- e. Mandatory Certification:**
 - 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- f. Mandatory One-Year Warranty as defined.**
- g. Mandatory Twenty-Year Warranty as defined.**

3. CATEGORY 3 – ACCESS CONTROL SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) an access control system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide an Access Control System or add to or upgrade all or a

portion of an existing system as defined for this category and capable of interfacing with other systems.

a. Brief Description of Access Control System: A system in which provides access to the resources of an area or is limited to authorized personnel, users, programs, processes, or other systems and denied to all others. The system must include but not limited to the install, replacement or upgrade of the Access Control Systems which includes door card readers, door position switch, electric strike, request to exit/Egres, recorders, software, converters, wires, fasteners, and may also include wireless access control. An access control system server and badging application may be included however they are only limited to the specific design services. The Access Control System must be scalable, intuitive, easy to use interface, provide a uniform platform for state facilities, must be expandable, and must integrate with existing systems.

b. Control Systems Components: must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:

- 1) Proximity Badge Cards
- 2) Proximity Readers of Various Types
- 3) Applicable Door Locks
- 4) Magnetic Locks
- 5) Exit Controllers
- 6) Emergency Door Releases
- 7) Electronic Access Control Panels
- 8) IP based Access Control System
- 9) Proximity Card Printers and Accessories
- 10) Wiring/Cabling
- 11) Uninterrupted Power Supply Systems if needed
- 12) Applicable Electronic Access Software
- 13) Applicable Electronic Access Hardware
- 14) Access Control Networking Equipment (Dedicated Switches, routers, Storage Devices etc., specifically for Access Control.)
- 15) Ability to integrate biometrics, intrusion, and video
- 16) Ability to set multi-functional event based on one card swipe. i.e., Lockdown event if a person comes into the building that Security does not want to proceed to second floor.
- 17) Visitor identification badging system, with/without restricted access privileges.
- 18) Able to design custom badge templates including .bmp images for templates
- 19) The ability to see card activity in real time at guard station
- 20) Anit-passback, Custom automation configurable to a building's distinct needs.
- 21) Scheduling of time schedules
- 22) Customizable graphical maps
- 23) System integration, including Enterprise Resource Planning (ERP), Human Resource (HR), Visitor systems, MS Active Directory
- 24) Ability to request exit/egres remotely
- 25) Comprehensive, customized training for users at every level

- 26) Increased Number of Administrators
- 27) Installed Category 5e, 6, 6A UTP, access control cabling
- 28) Installed Category 6A STP Cabling
- 29) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
- 30) Installed OS1 and OS2 Single-Mode fiber
- 31) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
- 32) Provide and install any related software and any Software Subscriptions
- 33) Longer Event Storage (ex: 30-days vs. 120-days vs. Unlimited), optional
- 34) Exporting Capability, optional
- 35) Priority Support, optional
- 36) User Authentication, optional
- 37) User Synchronization, optional
- 38) Different Means of Access (Key Cards, Fobs, Mobile Phone Apps, Biometric), optional
- 39) Remote Administration & Reporting via Mobile Phone Application, optional
- 40) Integration with Other Services (Surveillance Systems, etc.), optional
- 41) Multi-factor Authentication (public key infrastructure (PKI), etc.), optional
- 42) Zone Sharing (Multiple Agency Sharing in Same Structure), optional
- 43) Guest Pass, optional
- 44) Scheduled Locking of Select Doors, optional
- 45) Wireless Technology for Non-Wired, Mechanical Locking Doors, optional
- 46) On-Card Fingerprint System (ISO 14443 Compatibility), optional
- d. Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
 - 1) Planning and Design Services
 - 2) Installation of Wiring/Cabling Services
 - 3) Testing and Inspection Services
 - 4) Decommissioning Services
 - 5) Maintenance and Support/Post Warranty Maintenance and Support Services
- e. Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
 - 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>
- f. Mandatory Certification:**
 - 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- g. Mandatory One-Year Warranty as defined.**

4. CATEGORY 4 – FIRE ALARM SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) a fire alarm system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be

responsible to provide a Fire Alarm System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

a. Brief Description of Fire Alarm Systems:

Fire Alarm Systems are part of the much broader Electronic Safety and Security Systems, which also includes integrating security features such as access control and video surveillance. Fire Alarm Systems are designed for early detection and notification of life safety threats and property damage. It serves two levels of notification. The first is the alerting of a detected problem via local sound and visual methods. The second is by alerting an off-premise monitoring company or First Responder (Fire Department).

b. Fire Alarm Systems Components: must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:

- 1) Install Control Panels
- 2) Install Annunciator Panels
- 3) Install Digital Alarm Communicator System (DACS)
- 4) Install Digital Alarm Communicator Transmitter (DACT) Dialers
- 5) Install Smoke Detectors
- 6) Install Flame Detectors
- 7) Install Heat Detectors
- 8) Install Fire-gas Detectors
- 9) Install Fire Alarm Pull Stations
- 10) Install Fire Alarm Panels
- 11) Install Water Flow Detectors
- 12) Install Supervisory Switches
- 13) Install Notification Devices (strobe lights, bells, horns, etc.)
- 14) Provide and Install Software for Remote Addressable Systems
- 15) Install System Wiring
- 16) Installed Category 5e, 6, 6A UTP cabling
- 17) Installed Category 6A STP Cabling
- 18) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
- 19) Installed OS1 and OS2 Single-Mode fiber
- 20) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
- 21) Provide and install any related software and any Software Subscriptions

c. Mandatory Related Services: The Contractor must provide and make available the related services to the procuring agency as defined:

- 1) Planning and Design Services
- 2) Installation of Wiring/Cabling Services
- 3) Testing and Inspection Services
- 4) Decommissioning Services
- 5) Maintenance and Support/Post Warranty Maintenance and Support Services

d. Mandatory Compliance to Standards: installed, replaced, and/or added to System must comply with the following standards:

- 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>

f. Mandatory Certification:

- 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
- 2) New Mexico Electrical (*EE98*) License

g. Mandatory One-Year Warranty as defined.

5. CATEGORY 5 – PAGING SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) a paging system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide a Paging System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

a. Brief Description of Paging Systems: An electronic sound amplification system intended to distribute voice over loudspeakers. Additionally, Paging System can be provided by equipment listed as an accessory to the telephone system equipment and requires the telephone system for the audio or paging system to function. This category includes Nurse Call Systems.

b. Paging Systems Components to include components for a Nurse Call System: must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:

- 1) Amplifiers
- 2) Transformers
- 3) Indoor Speakers
- 4) Outdoor Speakers
- 5) Horn Speakers
- 6) Omni-Domes
- 7) Speaker Drivers
- 8) Microphones
- 9) Volume Controls
- 10) Projection Brackets
- 11) Sound Masking
- 12) Baffles
- 13) Backboxes
- 14) Specialized Cabling
- 15) Connectors
- 16) Installation Hardware
- 17) Installed Category 5e, 6, 6A UTP cabling
- 18) Installed Category 6A STP Cabling
- 19) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
- 20) Installed OS1 and OS2 Single-Mode fiber

- 21) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
- 22) Related Software and any Software Subscriptions, as applicable
- Nurse Call System Components:**
 - 1) Annunciator Panels
 - 2) Pull String Stations
 - 3) Push Button Stations
 - 4) Bedside Stations and Call cords
 - 5) Pillow Speakers
 - 6) Duty and Staff Stations
 - 7) Corridor and Zone Lights
 - 8) Power Supplies
 - 9) Control Modules
 - 10) Pagers
 - 11) Universal Transmitters
 - 12) Paging Base Transmitters
 - 13) Wireless Pull cord Stations
 - 14) Wireless Bed Stations
 - 15) Provide and install any related software and any Software Subscriptions
- c. Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
 - 1) Planning and Design Services
 - 1) Installation of Wiring/Cabling Services
 - 2) Testing and Inspection Services
 - 3) Decommissioning Services
 - 4) Maintenance and Support/Post Warranty Maintenance and Support Services
- d. Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
 - 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>
- e. Mandatory Certification:**
 - 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- f. Mandatory One-Year Warranty as defined.**

6. CATEGORY 6 – SURVEILLANCE SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) a surveillance system, b) its components, and c) related services, d) compliance to standards, e) certifications mandated. The awarded Contractor will be responsible to provide a Surveillance System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

- a. Brief Description of Surveillance Systems:** provides surveillance capabilities used in the protection of people, assets, and systems. It is the monitoring of behavior, activities, or information. This can include observation from a distance by means of electronic equipment, such as surveillance system, or interception of electronically transmitted information, such as internet traffic. It can also include simple technical methods, such as human intelligence gathering and postal interception.

Surveillance systems are used to support comprehensive security systems by incorporating video coverage and security alarms for barriers, intrusion detection and access control.

- b. Surveillance System Components:** must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:
- 1) Install all types of cameras and any future upgrades due to technology changes:
 - a. IP
 - b. PTZ cameras
 - c. IR (Infrared Radiation)
 - d. LPR (License Plate Recognition)
 - e. Analog cameras
 - 2) Install all Housing and Mounts
 - 3) Install various types of Monitors and accessories
 - 4) Install Video recorders and storage
 - a. DVR (Digital Video Recorder)
 - b. NVR (Network Video Recorders) with their accompanying SAN, NAS storage systems where you will store all the recorded material.
 - 5) Install the following communication devices that are needed for the surveillance system:
 - a. Layer 2 Switches
 - b. Antennas (wireless)
 - 6) Install Power supplies to ensure the overall functionality
 - 7) Provide and Install Software for Remote Addressable Systems
 - 8) Related Software and any Software Subscriptions, as applicable
 - 9) Longer Event Storage (ex: 30-days vs. 120-days vs. Unlimited), optional
 - 10) Exporting Capability, optional
 - 11) Priority Support, optional
 - 12) User Authentication, optional
 - 13) User Synchronization, optional
 - 14) Integrate with other low voltage systems, optional
 - 15) Able to provide Video Analytics software to enhance people, vehicles, objects, and their associated behaviors within a camera's view:
 - a. SNMP
 - b. Audio interface
 - c. Smart phone
 - 16) Video Analytics: provide Video Analytics software to enhance people, vehicles, objects, and their associated behaviors within a camera's view

- 17) Install all associated cabling that is need to for the system to be operational
- 18) Installed Category 5e, 6, 6A UTP cabling
- 19) Installed Category 6A STP Cabling
- 20) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
- 21) Installed OS1 and OS2 Single-Mode fiber
- 22) Install RG59, RG11 CCTV Coaxial
- 23) Install associated cabling (Video Jumpers, Video-power cable, power pigtails HDMI cables and splitters.
- 24) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
- 25) Provide and install any related software and any Software Subscriptions, as required
- c. **Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
 - 1) Planning and Design Services
 - 2) Installation of Wiring/Cabling Services
 - 3) Testing Services
 - 4) Inspection Services
 - 5) Decommissioning Services
 - 6) Maintenance and Support/Post Warranty Maintenance and Support Services
- d. **Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
 - 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>
- e. **Mandatory Certification:**
 - 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- f. **Mandatory One-Year Warranty as defined.**

7. **CATEGORY 7 – WIRELESS SYSTEMS AND RELATED SERVICES**

The scope of work for this category includes a brief description of: a) a wireless system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide Wireless System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

- a. **Brief Description of Wireless Systems:** Wireless Systems entails the transmission of communications services using radio frequency and Infra-red medium. Despite its name, all wireless systems require some form of wiring to connect the system to the voice and data networks. These systems are used as an alternative to the same services normally transferred via a wired infrastructure. Wireless Systems are divided into two basic elements, indoor and outdoor. There are 2 types of wireless systems:

1. Indoor Wireless Systems are used to extend services where wire placement is not feasible due to building constraints or excessive costs. Also, indoor wireless systems are used to extend network services to portable devices, such as laptops and smart phones. This is accomplished via Wireless Access Points (WAPs).
 2. Outdoor Wireless Systems are used to connect buildings where a cable infrastructure is not feasible either because of obstacles that prevent direct buried or aerial cable installation, or where costs make cable installation unfeasible.
- b. Wireless System Components:** must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:
- 1) Installed Access Points (WAPs)
 - 2) Installed Infrared Transmitters and Receivers
 - 3) Installed POE Switches
 - 4) Installed Switches
 - 5) Installed Twisted-Pair Cabling - Category 6A
 - 6) Installed AP Power supplies (Power Brick)
 - 7) Installed NICs
 - 8) Installed Bridges
 - 9) Installed Station Software
 - 10) Installed Category rated UTP, STP and Coaxial Cable
 - 11) Installed Gateways
 - 12) Outdoor Radio Frequency Equipment
 - 13) Installed Antennas
 - 14) Installed Transceivers
 - 15) Installed Waveguide
 - 16) Installed Amplifiers/Attenuators
 - 17) Installed Lightning Arresters
 - 18) Installed Signal Splitters
 - 19) Installed Transceivers
 - 20) Installed Transmitter Combiners
 - 21) Installed Duplexers
 - 22) Installed Media Converters
 - 23) Installed Frequency Converters
 - 24) Installed Towers, Poles, Masts, Guys and Antenna Mounts
 - 25) Installed Category 5e, 6, 6A UTP cabling
 - 26) Installed Category 6A STP Cabling
 - 27) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
 - 28) Installed OS1 and OS2 Single-Mode fiber
 - 29) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
 - 30) Provide and install any related software and any Software Subscriptions
- c. Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
- 1) Planning and Design Services
 - 2) Installation of Wiring/Cabling Services

- 3) Testing Services
- 4) Inspection Services
- 5) Decommissioning Services
- 6) Maintenance and Support/Post Warranty Maintenance and Support Services
- d. Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
 - 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>
- e. Mandatory Certification:**
 - 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- f. Mandatory One-Year Warranty as defined.**

8. CATEGORY 8 – INTRUSION DETECTION SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) a surveillance system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide an Intrusion Detection System(s) or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

- a. Brief Description of Intrusion Detection Systems:** are part of the much broader Electronic Safety and Security Systems, which also includes Access Control and Video Surveillance features. The Intrusion Alarm Systems are designed to detect and provide notification of an unauthorized entry into a protected space. The notification is done through local sound and visual devices, and/or a remote monitoring system and personnel.
- b. Intrusion Detection System Components:** must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:
 - 1) Installed Intrusion Detection System Panels
 - 2) Installed Annunciator Panels
 - 3) Installed Notification Devices (strobe lights, bells, horns, etc.)
 - 4) Installed Digital Alarm Communicator System (DACS)
 - 5) Installed Digital Alarm Communicator Transmitter (DACT) Dialers
 - 6) Installed Door Sensors
 - 7) Installed Window Sensors
 - 8) Installed Glass Break Sensors
 - 9) Installed Motion Detectors
 - 10) Installed Interrupting Light beam Detectors
 - 11) Installed Sound Detectors
 - 12) Installed Vibration Detectors

- 13) Installed Movement Detectors
 - 14) Installed Tamper Sensors
 - 15) Installed Electric Circuit Breakage Detectors
 - 16) Installed System Wiring
 - 17) Installed Category 5e, 6, 6A UTP cabling
 - 18) Installed Category 6A STP Cabling
 - 19) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
 - 20) Installed OS1 and OS2 Single-Mode fiber
 - 21) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
 - 22) Provide and install any related software and any Software Subscriptions
- c. Mandatory Related Services:** The Contractor must provide and make available the related services to the procuring agency as defined:
- 1) Planning and Design Services
 - 2) Installation of Wiring/Cabling Services
 - 3) Testing and Inspection Services
 - 4) Decommissioning Services
 - 5) Maintenance and Support/Post Warranty Maintenance and Support Services
- d. Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
- 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>
- e. Mandatory Certification:**
- 1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
 - 2) New Mexico Electrical (EE98) License
- f. Mandatory One-Year Warranty as defined.**

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. J. J. Date: 9/11/2020
 W. J. J. J., President
 HEI Inc.

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. J. J. Date: 9/11/2020
 W. J. J. J., President
 HEI Inc.

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	Superior Essex AFL Berk-Tek Belden Circa Telecom Tii Technologies Hoffman Corning Dura-Line Preformed	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	Siemon	5%
	Ortronics	Ortronics	5%
	Leviton	Leviton	5%
	Superior Essex	Superior Essex	5%
	Berk-Tek	Berk-Tek	5%
	CommScope	CommScope	5%
	Belden	Belden	5%
	Chatsworth	Chatsworth	5%
	WBT	See Attached Price List	5%
	Burndy	Burndy	5%
	Panduit	Panduit	5%
	Wiremold	Wiremold	5%
	Cablofil	Cablofil	5%
	AFL	AFL	5%
	Corning	Corning	5%
	STI Firestop	STI Firestop	5%
	Hilti	Hilti	5%
	Caddy	Caddy	5%
	Arlington	Arlington	5%
	Dottie	Dottie Encore	5%
	Encore	Wire	5%
	Southwire	Southwire	5%
	Cantex	Cantex	5%
	Carlson	Carlson	5%
	Heritage	Heritage	5%
	Wheatland	Wheatland	5%
	Schneider	Schneider	5%
	Eaton	Eaton	5%
	Liebert	See Attached Price List	5%
	Square D	Square D	5%
	GE	GE	5%
	Allen Bradley	Allen Bradley	5%
	ABB	ABB	5%

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

<p style="text-align: center;">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</p>				
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

<p align="center">Low Voltage System Labor Types by Title Maximum Hourly Rate(s)</p> <p align="center">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</p>				
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%	GrayBar 2625QC/QC
Circa Tel	50 pair Protector w/ 66 Block output	2650QC/QC	5%	GrayBar 2650QC/QC
Circa Tel	100 pair Protector w/ 66 Block output	26100QC/QC	5%	GrayBar 26100QC/QC
Circa Tel	200 pair Protector w/ 66 Block output	1880ENAINSC-200	5%	GrayBar 1880ENAINSC-200
Circa Tel	220-300 VDC Gas Tube Protector Module Without Heat Coils Or Fuses	3B1E	5%	GrayBar 3B1E
Superior Essex	Direct Buried filled ALPETH 24 AWG 25 Pair Cable	09-097-02	5%	GrayBar 09-097-02
Superior Essex	Direct Buried filled ALPETH 24 AWG 50 Pair Cable	09-100-02	5%	GrayBar 09-100-02
Superior Essex	Direct Buried filled ALPETH 24 AWG 100 Pair Cable	09-104-02	5%	GrayBar 09-104-02
Superior Essex	Direct Buried filled ALPETH 24 AWG 200 Pair Cable	09-108-02	5%	GrayBar 09-108-02
Belden	Direct Buried OM3 Armored 6 Strand Cable	M-5-IPOJ-6-DN-A-LE-BK-BED-SP-CUT REEL	5%	GrayBar M-5-IPOJ-6-DN-A-LE-BK-BED-SP-CUT REEL
AFL	Aerial Self-Supporting Loose Tube Armored OM3 12 Strand Cable	AE01296420AA1	5%	GrayBar AE01296420AA1
CONDUIT				
CESCO	2" Diameter Schedule 40 PVC Conduit	2-PVC-40	5%	CESCO 2-PVC-40
CESCO	3" Diameter Schedule 40 PVC Conduit	3-PVC-40	5%	CESCO 3-PVC-40

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%	CESCO 4-PVC-40
Hubbell	PULL BOXES			
Hubbell	12"w x 24"l x 24"d Buried pull Box w/Lid, Polyethylene	PM122424PCH000009	5%	MSRP LIST
Hubbell	24"w x 24"l x 24"d Buried pull Box w/Lid, Polyethylene	PM242424pch000009	5%	MSRP LIST
Hubbell	24"w x 48"l x 24"d Buried pull Box w/Lid, Polyethylene	PM244824PCH000009	5%	MSRP LIST
Vertiv	Ped 6" x 6"	UPCBD3	5%	GrayBar UPCBD3
Vertiv	Ped 4" x 4"	UPCBD2	5%	GrayBar UPCBD2
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%	GrayBar LTP12B048EB3010/25
Corning		#M-5-IPJ-48-DN-LE-AQ-CCS-CUT REEL		GrayBar M-5-IPJ-48-DN-LE-AQ-CCS-CUT REEL
Berk-tek	Loose Tube 6 Fiber Plenum Cable (OS1)	#LTP006AB0403-COR-CUT REEL	5%	GrayBar LTP006AB0403-COR-CUT REEL
Berk-Tek	Loose Tube 24 Fiber Plenum Cable (OS1)	#LTP12B024AB0403-COR-CUT REEL	5%	GrayBar LTP12B024AB0403-COR-CUT REEL
Corning	Loose Tube 48 Fiber Plenum Cable (OS1)	#S-PN-48-DN-YL-SIC-6-CUT REEL	5%	GrayBar S-PN-48-DN-YL-SIC-6-CUT REEL
Siemon	Category 5e -24 port patch Panel	#HSD5-24	5%	GrayBar HD5-25
Ortronics		#OR-PHD5E6U24		GrayBar OR-PHD5E6U24
Leviton		#5G596-U24		GrayBar 5G596-U24
Siemon	Category 5e - 48 port patch Panel	#HD5-48	5%	GrayBar HD5-48
Ortronics		#OR-PHD5E6U48		GrayBar OR-PHD5E6U48
Leviton		#5G596-U48		GrayBar 5G596-U48
Siemon	Category 6 - 24 port patch Panel	#HSD6-24	5%	GrayBar HD6-24
Ortronics		#OR-PHD66U24		GrayBar OR-PHD66U24
Leviton		#69586-U24		GrayBar 69586-U24

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%	GrayBar OR-MC5E10-06
Siemon		#MC5-10-02		GrayBar MC5-10-02
Leviton		#5G460-10W		GrayBar 5G460-10W
Ortronics	Category 5e - 15 Foot Patch Cord	#OR-MC5E15-06	5%	GrayBar OR-MC5E15-06
Siemon		#MC5-15-0205		GrayBar MC5-15-0205
Leviton		#5G460-10W		GrayBar 5G460-10W
Ortronics	Category 6 - 1 Foot Patch Cord	#OR-MC601-06	5%	GrayBar OR-MC601-06
Siemon		#MC6-01-01		GrayBar MC6-01-01
Leviton		#62460-1L		GrayBar 62460-1L
Ortronics	Category 6 - 3 Foot Patch Cord	#OR-MC603-06 #MC6-03-01	5%	GrayBar OR-MC603-06 GrayBar MC6-03-01 GrayBar 62460-3L
Siemon		#62460-3L		
Ortronics	Category 6 - 10 Foot Patch Cord	#OR-MC610-06 #MC6-10-01	5%	GrayBar OR-MC610-06 GrayBar MC6-10-01 GrayBar 62460-10L
Siemon		#62460-10L		
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%	GrayBar OR-MC615-06 GrayBar MC6-15-06 GrayBar 62460-15L
Ortronics Siemon Leviton	Category 6A - 1 Foot Patch Cord	#OR-MC6A01-06 #MC6-01-01 #6AS10-1L	5%	GrayBar OR-MC6A01-06 GrayBar MC6-01-01 GrayBar 6AS10-1L
Ortronics Siemon Leviton	Category 6A - 3 Foot Patch Cord	#OR-MC6A03-06 #ZM6A-03-06 #6AS10-3L	5%	GrayBar OR-MC6A03-06 GrayBar ZM6A-03-06 GrayBar 6AS10-3L
Ortronics Siemon Leviton	Category 6A - 10 Foot Patch Cord	#OR-MC6A10-06 #ZM6A-10-06 #6AS10-10L	5%	GrayBar OR-MC6A10-06 GrayBar ZM6A-10-06 GrayBar 6AS10-10L
Ortronics	Category 6A - 15 Foot Patch Cord	#OR-MC6A15-06	5%	GrayBar OR-MC6A15-06

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		GrayBar ZM6A-15-06
Leviton		#6AS10-15L		GrayBar6AS10-15L
	CONNECTORS, RACKS, BLOCKS		5%	
Siemon	25 PR BLOCK 210 WITHOUT LEGS CAT 6	#S210AB2-64FT	5%	GrayBar S210AB2-64FT
Siemon	Category 5e - 25 Pair 66 Block	#B3-50	5%	GrayBar B3-50
Ortronics	Category 5e - 25 Pair 110 Block	#OR-110ABC5E100	5%	GrayBar OR-110ABC5E100
Ortronics	Category 6 - 25 Pair 110 Block	#OR-30203506	5%	GrayBar OR-30203506
GEIST	6 Outlet 110 vac Horizontal Surge Protected Power Strip for 19" Relay Rack	#2XPRN062-103L30d15	5%	GrayBar 2XPRN062-103L30d15
Chatsworth	2" x 10" x .25" Ground Buss Bar Kit, with 16 x .281" Diameter Holes	#13622-010	5%	GrayBar 13622-010
Chatsworth	Wall Mount Swing-Away Relay Rack (48"H x 24"D)	#11840-748	5%	GrayBar 11840-748

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%	GrayBar 55053-703
Chatsworth	Vertical Cable Management Channel, Side Mount, 6" x 6" x 7'	#14831-703	5%	GrayBar 14831-703
Chatsworth	Horizontal Cable Management Channel, 3" x 3" x 19"	#30130-719	5%	GrayBar 30130-719
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%	GrayBar 12339-719

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/
BradyPoeppleID	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)
	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)
	PAGING			
Bogen	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	HDI150	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_Assemb.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_Assemb.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)
	Speaker, Low Voltage			
Bogen	Bi-Directional 4-Watt Wall Speaker, 70 Volt	BDT30A	10	https://www.bogen.com/products/pdfs/hornspeakerpdfs/BDT30As.pdf
Bogen	One Way 4- Watt Wall Speaker, 70 Volt	S86T725PG8W	10	https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Assemb.pdf
Bogen	Horn Speaker	SPT30A	10	https://www.bogen.com/products/pdfs/hornspeakerpdfs/SPT30As.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.
	Security Cameras and Monitors			
W Box	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.tripplite.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			
Vigitron	1000BASE-SX GBIC transceiver, long wavelength (850 nm)	Vi00850MM-H	10	http://www.vigitron.com
Vigitron	1000BASE-LX GBIC transceiver, long wavelength (1300 nm)	Vi01310MM-H	10	http://www.vigitron.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.diteksurgeprotection.com
HPE	8 Port POE Switch	J9774A	5	https://h20195.www2.hpe.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-OUTDSIRS	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	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.
5.2	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.
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. 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	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

5.5	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.
5.6	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=
5.7	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/ 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: <ul 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	Technical Support. Contractor must maintain a technical support telephone line with the minimum requirements: <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	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.

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>

5.23	<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>
5.24	<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>
5.25	<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**



City of Santa Fe, New Mexico

Memorandum



DATE: October 12, 2023

TO: John Blair, City Manager

VIA: Layla Archileta-Maestas, Deputy City Manager
James Harris, Airport Manager

FROM: James Garduno, Project Administrator *JG*

ACTION:

Request for the approval of Good and Services Contract with HEI Inc. the total amount of \$72,816.36 including NMGRIT for the purchase and installation of security camera and access control infrastructure cabling at the Santa Fe Regional Airport.; James Garduno, Project Administrator, jdgarduno@santafdenm.gov, 505-670-3232

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is required for immediate Security equipment upgrades. The Airport Team has assessed the airport with Transportation Security Administrator (TSA) to identify the highest priority installations and plans to allocate these funds to camera and access control infrastructure cabling in Jet center and Sierra Aviation.

The rough estimate of schedule is to complete this work in four months due to installation availability time. The installation of this equipment will not cause closure of any part of the facility.

PROCUREMENT METHOD:

This work is being procured via NM Statewide Price Agreement (SWPA) # 00-00000-20-00093 AH, which expires on September 8, 2023.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204134.

FUNDING SOURCE:

Project: Airport Terminal Expansion

Fund Name/Number: Airport/545

Munis Org Name/Number: Airport-Capital Project/5450407

Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:

Contract

Proposal

SWPA

Certificate of Insurance

Business License

Procurement Checklist

Summary of Contracts



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2023

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): 5756408911 FAX (A/C, No): E-MAIL ADDRESS: ddawkins@risk-strategies.com
INSURED HEI, Inc. 3800 Vassar, NE PO Box 31310 Albuquerque NM 87190-1310	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company (INSURER B: Builders Trust of NM INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 39377704**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	6/1/2023	6/1/2024	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	6/1/2023	6/1/2024	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0087604	6/1/2023	6/1/2024	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 <input type="checkbox"/>	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	6/1/2023	6/1/2024	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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Burke Insurance Group, LLC		NAMED INSURED HEI, Inc. 3800 Vassar, NE PO Box 31310 Albuquerque NM 87190-1310	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Santa Fe and Owner are named as Additional Insured per Additional Insured endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of City of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies per written contract. The general liability and auto policies are primary and non-contributory.



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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HEI Inc.

Procurement Title: Goods & Services

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 Santa Fe Regional Airport Staff Name James Garduno

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

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

James Garduno Project Administrator 10-12-2023

Department Rep Printed Name (attesting that all information included) Title Date

Travis Dutton-Leyda Purchasing Officer Oct 16, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

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 # 3204134

Contractor: HEI Inc.

Description: Request for the approval of Good and Services Contract with HEI Inc. the total amount of \$72,816.36 including NMGR for the purchase and installation of security camera and access control infrastructure cabling at the Santa Fe Regional Airport.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: TBD Term End Date: June 30, 2026

☐ Approved by Council Date: _____

Contract / Lease: Good & Services

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

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:** _____

Oct 16, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: 13-1-129 - Statewide Price Agreement

4. **Funding Source:** Airport Terminal Expansion **Org / Object:** 5450407.572970

Andy Hopkins Oct 16, 2023
Andy Hopkins (Oct 16, 2023 11:08 MDT) Oct 16, 2023
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: James Garduno Phone # 505-670-3232

Email: jdgarduno@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

23-0616 HEI, Inc.

Final Audit Report


2023-10-17

Created:	2023-10-17
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaasJYL7173DRoSVOkdbBHtPPqmOhPA5

"23-0616 HEI, Inc." History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-10-17 - 5:46:32 PM GMT- IP address: 63.232.20.2

 Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature

2023-10-17 - 5:47:41 PM GMT

 Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)

2023-10-17 - 7:08:01 PM GMT- IP address: 65.133.115.165

 Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2023-10-17 - 7:08:47 PM GMT - Time Source: server- IP address: 65.133.115.165

 Agreement completed.

2023-10-17 - 7:08:47 PM GMT