



# AGENDA

SWMA JOINT POWERS BOARD  
OCTOBER 19, 2023  
4:00 PM  
HYBRID IN-PERSON VIRTUAL  
MEETING



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## AGENDA

### Santa Fe Solid Waste Management Agency Joint Powers Board

#### Regular Meeting

Thursday, October 19, 2023 at 4:00 P.M.

Hybrid In-Person and Virtual Meeting

Santa Fe County Administrative Complex

100 Catron Street, Santa Fe, NM 87501

Grant Conference Room, 2<sup>nd</sup> Floor

***Members of the public and staff can attend the Joint Powers Board meeting in person or virtually via WebEx by following the information below:***

Join by WebEx Meeting Link using a computer/laptop/smartphone:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.m?TID=m7a06279685d5f9b4c99feb6513cb6e00>

Join by Telephone or Mobile Device: (415) 655-0001

Meeting Number (Access Code): 2554 031 2080

Meeting Password: 2777 7277

# AGENDA



**SWMA JOINT POWERS BOARD  
OCTOBER 19, 2023  
4:00 PM  
HYBRID IN-PERSON VIRTUAL  
MEETING**



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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF AGENDA**

**IV. APPROVAL OF MINUTES**

A. Regular Meeting – September 21, 2023

**V. MATTERS FROM THE PUBLIC**

**VI. APPROVAL OF CONSENT CALENDAR**

**VII. CONSENT CALENDAR**

A. Request for Approval to Purchase New and Replacement Cameras and Web Streaming License from HEI, Inc. of Albuquerque, NM, under New Mexico Statewide Price Agreement No. 00-000-20-0093AH for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$49,292.84.

1. Approval of Budget Increase to 8100851.570800 and 8100852.570800 (Data Processing Equipment Non-Exempt) from 810.100700 (Operating Fund Cash Balance) in the Amount of \$49,292.84.

B. Request for Approval to Award ITB No. 24/32/B to Rusty's Weigh Scales & Service, Inc. of Lubbock, TX, for On-Call Truck Scale Calibration, Maintenance and Repair Services in the Amount of \$25,000.

# AGENDA



**SWMA JOINT POWERS BOARD  
OCTOBER 19, 2023  
4:00 PM  
HYBRID IN-PERSON VIRTUAL  
MEETING**



- C. Request for Approval of Services Agreement with Nebula Advisors, LLC / Horizons of New Mexico for Janitorial Services Under the New Mexico State Use Act, 13-1C-1 NMSA 1978, in the Amount of \$40,115.84.

**VIII. MATTERS FROM THE EXECUTIVE DIRECTOR**

- A. Update on FY-22 and 23 Annual Audits. (Thomasina Chavez, Accountant, Santa Fe Solid Waste Management Agency).

**IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

**X. MATTERS FROM THE BOARD**

**XI. EXECUTIVE SESSION .**

Discussion of Limited Personnel Matters Regarding the Executive Director, Pursuant to NMSA 1978, Section 10-15-1(H)(2).

**XII .**

Possible Action(s) Regarding the Employment Agreement between the Executive Director and Santa Fe Solid Waste Management Agency.

**XIII. NEXT MEETING: Thursday, November 16, 2023**

**XIV. ADJOURNMENT**

**SUMMARY OF ACTION**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**JOINT POWERS BOARD**  
**HYBRID IN-PERSON AND VIRTUAL MEETING**  
**THURSDAY, SEPTEMBER 21, 2023, 4:00 PM**  
**SANTA FE COUNTY ADMINISTRATION COMPLEX**  
**100 CATRON STREET, SANTA FE, NM**  
**GRANT CONFERENCE ROOM, SECOND FLOOR**

| <u>ITEM</u>   | <u>ACTION</u>          | <u>PAGE</u> |
|---|------------------------|-------------|
| CALL TO ORDER   |                        | 1           |
| ROLL CALL   | QUORUM                 | 1           |
| APPROVAL OF AGENDA  | APPROVED               | 1           |
| APPROVAL OF MINUTES   | APPROVED               | 2           |
| MATTERS FROM THE PUBLIC   | NONE                   | 2           |
| <br><u>AWARDS AND RECOGNITION</u>   |                        |             |
| RECOGNITION OF THE SOLID WASTE ASSOCIATION OF NORTH AMERICA (SWANA) NEW MEXICO ROADRUNNER CHAPTER'S 2023 OUTSTANDING MSW FACILITY AWARD FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION | INFORMATION/DISCUSSION | 2           |
| APPROVAL OF CONSENT CALENDAR  | APPROVED               | 2           |
| <br><u>CONSENT CALENDAR</u>   |                        |             |
| REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC.  | APPROVED ON CONSENT    | 3           |

**OF ALBUQUERQUE, NEW MEXICO  
(RFP No. 21/11/P)**

**MATTERS FROM THE EXECUTIVE  
DIRECTOR**

|  |                               |            |
|--|-------------------------------|------------|
| <b>DISCUSSION WITH POSSIBLE ACTION<br/>REGARDING A FACILITY NAME<br/>CHANGE FOR THE CAJA DEL RIO<br/>LANDFILL.</b>   | <b>INFORMATION/DISCUSSION</b> | <b>3-4</b> |
| <b>UPDATE ON FY 22 AND 23 ANNUAL<br/>AUDITS</b>  | <b>INFORMATION/DISCUSSION</b> | <b>4-5</b> |
| <b>MATTERS FROM STAFF - AGENCY,<br/>CITY, COUNTY</b>   | <b>INFORMATION/DISCUSSION</b> | <b>5</b>   |
| <b>MATTERS FROM THE BOARD</b>  | <b>INFORMATION/DISCUSSION</b> | <b>5-6</b> |
| <b>EXECUTIVE SESSION</b>   | <b>HELD</b>                   | <b>6</b>   |
| <b>POSSIBLE ACTION(S) WITH RESPECT<br/>TO THE POSSIBLE ACTION(S) WITH<br/>RESPECT TO THE LEASE OF THE<br/>BUCKMAN ROAD RECYCLING AND<br/>TRANSFER STATION.</b> | <b>APPROVED</b>               | <b>6-7</b> |
| <b>NEXT MEETING DATE</b>   | <b>OCTOBER 19, 2023</b>       | <b>7</b>   |
| <b>ADJOURNMENT</b>   | <b>ADJOURNED</b>              | <b>7</b>   |

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD  
HYBRID IN-PERSON AND VIRTUAL MEETING  
THURSDAY, SEPTEMBER 21, 2023, 4:00 PM  
SANTA FE COUNTY ADMINISTRATION COMPLEX  
100 CATRON STREET, SANTA FE, NM  
GRANT CONFERENCE ROOM, SECOND FLOOR**

**I. CALL TO ORDER**

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Chair Garcia at 4:04 pm on Thursday, September 21, 2023 and was held in-person and virtually.

**II. ROLL CALL**

**MEMBERS PRESENT**

Commissioner Camilla Bustamante (arrived later in the meeting)  
Commissioner Anna Hansen  
Commissioner Justin Greene  
Councilor Christopher Rivera  
Councilor Michael Garcia, Chair  
(One Vacancy)

**MEMBERS ABSENT**

**OTHERS PRESENT**

Randall Kippenbrock, Executive Director, SWMA  
Rosalie Cardenas, SWMA  
Nancy Long, Attorney  
Les Francisco, Santa Fe County, Solid Waste Superintendent  
Ernestine Baca, SWMA  
Thomasina Chavez, SWMA

**III. APPROVAL OF AGENDA**

**MOTION** A motion was made by Commissioner Greene, seconded by Commissioner Hansen, to approve the agenda as presented.

**VOTE** The motion passed on a voice vote.

**IV. APPROVAL OF MINUTES**

**A. REGULAR MEETING - AUGUST 17, 2023**

**MOTION** A motion was made by Commissioner Hansen, seconded by Councilor Rivera, to approve the minutes as presented.

**VOTE** The motion passed on a voice vote.

**V. MATTERS FROM THE PUBLIC**

None.

**VI. AWARDS AND RECOGNITION**

**A. RECOGNITION OF THE SOLID WASTE ASSOCIATION OF NORTH AMERICA (SWANA) NEW MEXICO ROADRUNNER CHAPTER'S 2023 OUTSTANDING MSW FACILITY AWARD FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

Mr. Kippenbrock said this award was given to the Buckman Road Recycling and Transfer Station in recognition of the one-stop services offered at the facility.

Commissioner Hansen said this is great. When she started on the SWMA Board, we were closing down BuRRT. We discussed the issues and reopened it. Given the background it is great to see this transition.

Councilor Rivera said he had been around for awhile as well. It is nice to see recognition coming to BuRRT. Tell the staff thank you. The job could not be done without them.

Commissioner Greene said it is great to see the forward trajectory. Great work.

Chair Garcia said please pass on our Kudos to the management and staff.

**VII. APPROVAL OF CONSENT CALENDAR**

**MOTION** A motion was made by Commissioner Greene, seconded by Councilor Rivera, to approve the consent calendar.

**VOTE** The motion passed on a voice vote.

## **VIII. CONSENT CALENDAR**

- A. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC. OF ALBUQUERQUE, NEW MEXICO (RFP No. 21/11/P); AND**
- 1. ALLOCATE REMAINING FUNDS FOR TASKS 1-7 TO TASK 9 - LANDFILL SURVEY #3 AND TASK 10 - MISCELLANEOUS ENGINEERING SUPPORT.**
  - 2. CHANGE THE NOTICE INFORMATION FOR THE CONTRACTOR.**

Approved on consent.

## **IX. MATTERS FROM THE EXECUTIVE DIRECTOR**

- A. DISCUSSION WITH POSSIBLE ACTION REGARDING A FACILITY NAME CHANGE FOR THE CAJA DEL RIO LANDFILL.**

Mr. Kippenbrock said at our last meeting, the Board requested information regarding a possible name change for the Landfill. We conducted research on making a name change and found that it is not that simple. There is a two page memo in your packets. A name change would require a permit modification. The application fee for that action is \$16,000. The Groundwater Quality Bureau requires a permit application and public notice. Their application fee is \$4,000. Other bureaus, including EPA, require updated facility information on their website. There are internal changes necessary, insurance carrier updates and Agency website updates as well. He does not recommend the name change. He recommends that we work with the Forest Service and the coalition on the illegal dumping issues.

Commissioner Bustamante arrived at the meeting.

Commissioner Hansen said thank you Randall for doing the research. It looks like a fairly heavy lift at the moment. Maybe it could be a goal for the future.

Commissioner Bustamante said she thinks the way to address this is as Randall described. That is the way to go. The requirements and effort to do this is burdensome. At this time, she does not think it makes sense. Thank you Randall for taking the recommendation seriously and for pulling together what it would take to do this. You did your due diligence.

Commissioner Greene said thank you Randall for your extra work in this. It was

an interesting exercise.

Councilor Rivera said he can't believe the permit fee amounts. You would think it would be easier. What prompted this.

Commissioner Hansen said there is a lot of illegal dumping. People think the whole Caja del Rio is a dumping area when it is specifically the landfill.

Mr. Kippenbrock said it was interesting to find that in 1995, when they solicited sites and decided on the current site, the name was proposed as Buckman number 1, Buckman number 2 and Buckman number 3. The City of Santa Fe set the name as Caja del Rio.

Chair Garcia said thank you for that. We now have a road map should we decided to pursue this. We appreciate all the hard work.

Commissioner Hansen said she has served on this Board for six years. Randall has always taken seriously any idea or suggestion from the Board. She really appreciates that. Thank you again.

## **B. UPDATE ON FY 22 AND 23 ANNUAL AUDITS**

Ms. Chavez said CRI, our external auditor, has completed their field work and testing and have created the financial statements. We expect submission of the FY 22 audit to the State Auditors Office by December 4<sup>th</sup> for SWMA.

Chair Garcia said he has unofficially been told that December 4<sup>th</sup> is the target date for the City for everything relative to the FY 22 audit. 23 might be a bit longer.

Ms. Chavez said we are working on FY 23 and have received a list of what we need to provide to CRI. We have submitted all the required documents. We are now waiting for FY 22 to be completed so we can go forward.

Commissioner Greene asked if she expected it would take 5 to 6 months.

Ms. Chavez said it usually takes about 5 weeks. We are ready for them.

Commissioner Greene said it is contingent on the City.

Ms. Chavez said correct.

Commissioner Hansen asked if there are any talks or plans to work to separate the financials so we are not so dependent on the City.

Ms. Chavez said right now we are focused on getting our current financial statements done.

Commissioner Greene said so, FY 23 will be late.

Ms. Chavez said yes. We are communicating quarterly with the State Auditors Office that we will be late.

Commissioner Greene asked if there is any money being withheld from the Agency.

Ms. Chavez said no.

Chair Garcia said we are anticipating the FY 22 exit conference.

Mr. Kippenbrock said yes.

Commissioner Bustamante asked if there are any consequences to submitting late.

Ms. Chavez said we are working currently and don't have any expected delays due to the audit.

Chair Garcia thanked Ms. Chavez and Mr. Kippenbrock for the update.

#### **X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

Mr. Francisco said we had our free day last weekend on Saturday. We had 365 visitors between all six of the collection centers. It went well.

Chair Garcia said he had a neighbor who went to the Buckman site. They said it went quickly and smoothly for them.

Commissioner Greene said he had similar conversations. It is great to hear.

Mr. Kippenbrock said last Saturday we had free trash day at both Caja and BuRRT. We had a good turnout that was consistent with previous fall events.

#### **XI. MATTERS FROM THE BOARD**

Commissioner Greene reported that the Santa Fe Board of County Commissioners and the Pueblo of Tesuque have made an agreement to reopen the Tesuque Transfer Center. Thank you County Commissioners for allowing us to negotiate. We are hoping to open within 30 to 60 days. We have a lot of happy

constituents and a happy Governor of Tesuque Pueblo. We negotiated a four year contract.

Chair Garcia said kudos to you for bringing back this transfer station.

Commissioner Bustamante said thank you everyone for all the good work done on the free day.

## **XII. EXECUTIVE SESSION**

### **A. DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY, INCLUDING, WITHOUT LIMITATION, THE LEASE OF THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION, PURSUANT TO NMSA 1978 § 10-15-1 (H)(8)**

**MOTION** A motion was made by Commissioner Greene, seconded by Councilor Rivera, to enter into Executive Session.

**VOTE** The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Commissioner Bustamante, yes; Councilor Rivera, yes; Chair Garcia, yes.

The Board entered into Executive Session at 4:32 pm.

**MOTION** A motion was made by Commissioner Hansen, seconded by Commissioner Greene, to return to the regular meeting.

**VOTE** The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Commissioner Bustamante, yes; Councilor Rivera, yes; Chair Garcia, yes.

The Board returned to the regular meeting at 4:49 pm.

## **XIII. POSSIBLE ACTION(S) WITH RESPECT TO THE POSSIBLE ACTION(S) WITH RESPECT TO THE LEASE OF THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

**MOTION** A motion was made by Commissioner Hansen, seconded by Commissioner Greene, to provide notice to the City of Santa Fe of the intent to exercise the first additional term under the lease agreement between the City of Santa Fe and the Santa Fe Solid Waste Management

Agency, and to allow the Executive Director to commence negotiations on the lease on BuRRT.

**VOTE** The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Commissioner Bustamante, yes; Councilor Rivera, yes; Chair Garcia, yes.

**XIV. NEXT MEETING DATE: OCTOBER 19, 2023**

**XV. ADJOURNMENT**

There being no further business before the Board, the meeting adjourned at 4:55 pm.

Attested to By:

\_\_\_\_\_

Geralyn Cardenas, Interim City Clerk


\_\_\_\_\_  
Councilor Michael Garcia, Chair

*Elizabeth Martin*

\_\_\_\_\_  
Elizabeth Martin, Stenographer

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** October 16, 2023  
**Subject:** Request for Approval to Purchase New and Replacement Cameras and Web Streaming License from HEI, Inc. of Albuquerque, NM, under New Mexico Statewide Price Agreement No. 00-000-20-0093AH for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$49,292.84.

## SUMMARY

The Agency requests the Board approve the purchase of 17 digital cameras and a web streaming license from HEI of Albuquerque, NM, under New Mexico Statewide Price Agreement No. 00-000-20-0093AH for \$49,292.84.

Funding is available via a budget increase to 8100851.570800 and 8100852.570800 (Data Processing Equipment Non-Exempt) from 810.100700 (Cash Reserve Fund).

For the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT), HEI will remove 15 analog cameras from service and install 14 digital IP cameras and three multi-image digital cameras. HEI will install a licensed in-camera web app so a BuRRT Scale House camera can stream live traffic video to a media platform such as YouTube, Facebook, or Vimeo for customers to see live traffic. HEI will also program and test the new cameras.

HEI will provide a one-year warranty (parts and labor) for the cameras.

## BACKGROUND

Video surveillance at Agency facilities is essential for the overall safety and security of customers and employees. The camera systems provide coverage of the Landfill Scale House and Maintenance Shop and the BuRRT Administration Building, Scale House, and Transfer Station. The systems were installed in stages from 2011 to 2019 as shown below.

| DATE             | LOCATION   | DESCRIPTION  | COST        |
|------------------|--|--|-------------|
| March 2011       | Both Scale Houses  | 11 Cameras, 2 DVRs   | \$10,400    |
| June 2012        | Caja del Rio Shop<br>Maintenance Building                                      | 16 Cameras, 1 DVR,<br>Extensive Cabling  | \$18,025    |
| April 2016       | BuRRT Transfer Station &<br>Administration Building                            | 16 Cameras, 1 DVR,<br>Extensive Cabling  | \$24,220    |
| April 2019       | Both Scale Houses, BuRRT<br>Transfer Station & Caja<br>Administration Building | 7 Digital Cameras, 3<br>Encoders, 2 Workstations, 1<br>Network Video Recorder<br>(72-terabyte Storage w/<br>License) | \$36,332    |
| December<br>2019 | BuRRT Administration<br>Building   | 1 Network Video Recorder<br>(72-terabyte Storage w/<br>License)  | \$15,027.81 |

HEI's scope of work and associated costs are as follows:

BuRRT Transfer Station

1. Replace analog camera #1 with a new digital IP camera.
2. Replace analog cameras #10 and #11 with one new digital IP 180-degree camera.
3. Replace analog camera #15 with a new camera matching the capability of camera #12.
4. Replace analog cameras #9 and #13 with a new digital IP camera. Reposition the new camera for an overhead view of the trash hopper.
5. Replace analog cameras #6, #7, and #16 with a new multi-image digital camera on the building's NE roof corner.
6. Install two new multi-image digital cameras on the building's SW and NW roof corners.
7. Program and test the new cameras.

|                   |             |
|-------------------|-------------|
| ▪ Costs           |             |
| a. Materials      | \$13,177.76 |
| b. Installation   | \$8,550.00  |
| c. Tax Labor Only | \$700.03    |
| d. Total          | \$22,427.79 |

BuRRT MRF (Material Recovery Facility)

1. Install four new digital cameras in the MRF area.
  - i. One in the pre-sort area.
  - ii. Two in the sort room.
  - iii. One in the bale room.
  - iv. Program and test new cameras.

▪ Costs

|                   |             |
|-------------------|-------------|
| a. Materials      | \$5,777.60  |
| b. Installation   | \$4,655.00  |
| c. Tax Labor Only | \$381.13    |
| d. Total          | \$10,813.73 |

BuRRT Scale House

1. Add a web stream to the BuRRT Scale House inbound/outbound camera to connect to a media platform such as YouTube, Facebook, or Vimeo.
  - i. This will provide live traffic for customers.
  - ii. This includes a lifetime license.
  - iii. The Agency's IT must set up the connection to a server.
  - iv. The Agency's webmaster must set up the web feed.

▪ Costs

|                   |            |
|-------------------|------------|
| a. Materials      | \$360.00   |
| b. Installation   | \$760.00   |
| c. Tax Labor Only | \$62.23    |
| d. Total          | \$1,182.23 |

Caja del Rio Landfill Scale House

1. Replace six analog cameras with new digital IP cameras at these locations:
  - i. Interior inbound window.
  - ii. Interior outbound window.
  - iii. Scalehouse entry doorway.
  - iv. Old scalehouse inbound (license plate reader).
  - v. Scalehouse parking area.
  - vi. Scalehouse inbound.
2. Program and test new cameras.

▪ Costs

|                   |             |
|-------------------|-------------|
| a. Materials      | \$8,702.40  |
| b. Installation   | \$5,700.00  |
| c. Tax Labor Only | \$466.69    |
| d. Total          | \$14,869.09 |

HEI's Total Costs:

|                   |             |
|-------------------|-------------|
| a. Materials      | \$28,017.76 |
| b. Installation   | \$19,665.00 |
| c. Tax Labor Only | \$1,610.08  |
| d. Total          | \$49,292.84 |

As a merchant, the Agency must be PCI (payment card industry) compliant to protect credit card data. While the PCI data security standard (DSS) does not mandate using security cameras, PCI guidelines recommend using video surveillance to support a strong payment security regime. At a minimum, the PCI DSS recommends a network video recorder (NVR) keep recorded videos for at least 90 days.

**ACTION REQUESTED**

The Agency requests the Board approve the purchase of new and replacement cameras and a web streaming license from HEI under New Mexico Statewide Price Agreement No. 00-000-20-0093AH for \$49,292.84.

The Agency also requests approval of a budget increase to 8100851.570800 and 8100852.570800 (Data Processing Equipment Non-Exempt) from 810.100700 (Operating Fund Cash Balance) in the amount of \$49,292.84.

Attachments:

- 1) Budget Adjustment Request
- 2) HEI Proposal #S23181 Rev 1, dated October 7, 2023
- 3) New Mexico Statewide Price Agreement No. 00-000-20-0093AH

M:/Memo/Memo101623.1

**ATTACHMENT 1**

**Budget Adjustment Request**

|                             |  |
|-----------------------------|--|
| Log # {Finance use only}:   |  |
| Batch # {Finance use only}: |  |

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME<br>SFSWMA  |         |        |         |                              | DATE<br>10/19/2023           |  |
|---|---------|--------|---------|------------------------------|------------------------------|--|
| ITEM DESCRIPTION  | ORG     | OBJECT | PROJECT | INCREASE                     | DECREASE                     |  |
| <u>EXPENDITURES</u>   |         |        |         | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |  |
| Data Processing Eqp NonExempt   | 8100851 | 570800 |         | 14,869                       |                              |  |
| Data Processing Eqp NonExempt   | 8100852 | 570800 |         | 34,423                       |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
| <u>REVENUES</u>   |         |        |         | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
| <b>JUSTIFICATION:</b> <i>(use additional page if needed)</i><br><i>--Attach supporting documentation/memo</i> |         |        |         | \$ 49,292                    | \$ -                         |  |

|  |  |                                  |
|--|--|----------------------------------|
| Purchase new and replace Cameras and Web Streaming License from HEI<br><br>Cash is available in 810.100700 | <i>{Complete section below if BAR results in a net change to ANY Fund}</i> |                                  |
|  | Fund(s) Affected   | Fund Balance Increase/(Decrease) |
|  | 810  | (49,292)                         |
|  |  |                                  |
|  | <b>TOTAL:</b>  | <b>(49,292)</b>                  |

|   |            |  |  |
|---|------------|--|--|
| Thomasina Chavez                              | 10/19/2023 | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> |  |
| Prepared By <i>{print name}</i>               | Date       | <b>CITY COUNCIL APPROVAL</b>   | Budget Officer <span style="float: right;">Date</span>               |
| Division Director Signature <i>{optional}</i> | Date       |  | Finance Director {≤ \$5,000} <span style="float: right;">Date</span> |
| Department Director Signature                 | Date       |  | City Manager {≤ \$60,000} <span style="float: right;">Date</span>    |
|   |            | Agenda Item #:   | N/A  |

**ATTACHMENT 2**

**HEI Proposal # S23181 Rev 1, dated October 7, 2023**



SFSWMA

October 7, 2023  
Proposal # S23181 Rev 1  
SPA 20-00093AH

RE: Camera Additions  
Attn: Randall Kippenbrock

Thank you for the opportunity to provide you with this proposal.

Included Scope of Work:

- BuRRT
  - Transfer Station -
    - Replace cameras 10 & 11 with 1 new IP 180-deg.
    - Replace camera 15 to match the new camera for camera 12.
    - Replace camera 13 with a new IP camera and move it to view pit overhead so camera 9 can be removed.
    - Add 3 multi-image cameras to roof corners.
    - Remove cameras transfer 6, 7, & 16.
    - Replace old analog transfer 1 with new IP camera in same location.

|                |                 |
|----------------|-----------------|
| Material       | \$13,177.76     |
| Installation   | \$8,550.00      |
| Tax Labor Only | <u>\$700.03</u> |
| Total          | \$22,427.79     |

- MRF
  - Add 4 cameras to MRF area, 1 in pre-sort area, 2 for sort area, 1 in the Baler room corner camera.

|                |                 |
|----------------|-----------------|
| Material       | \$5,777.60      |
| Installation   | \$4,655.00      |
| Tax Labor Only | <u>\$381.13</u> |
| Total          | \$10,813.73     |



- Scale House

- Add a web stream to the Scale House Inbound/Outbound camera to connect to your exiting media platforms such as YouTube , facebook, or vimeo. *This is a lifetime license for 1 camera not transferable to other cameras unless the camera is replaced. This connection will be set up but the webmaster or social media person or group will need to add the feed to your accounts.*

|                |                |
|----------------|----------------|
| Material       | \$360.00       |
| Installation   | \$760.00       |
| Tax Labor Only | <u>\$62.23</u> |
| Total          | \$1,182.23     |

- Caja

- Scale House

Replace the Interior Inbound window camera to IP for better ability to count money.

- Replace the Interior Outbound window camera to IP for better ability to count money.
- Replace the Scale House Entry camera with a new IP camera.
- Replace the Old Inbound camera with a new IP camera.
- Replace the Scale House Parking camera on the pole with a new IP camera.
- Replace the Scale House Inbound camera with new IP camera.

|                |                 |
|----------------|-----------------|
| Material       | \$8,702.40      |
| Installation   | \$5,700.00      |
| Tax Labor Only | <u>\$466.69</u> |
| Total          | \$14,869.09     |

Total Combined Cost Breakdown:

|                |                   |
|----------------|-------------------|
| Material       | \$28,017.76       |
| Installation   | \$19,665.00       |
| Tax Labor Only | <u>\$1,610.07</u> |
| Total          | \$49,292.84       |

Again, thank you for the opportunity to provide you with this proposal. Please feel free to contact me should you have any questions about this proposal, I can be reached at 505-880-1819.

Neil Hurd  
 Project Manger  
 HEI Inc.

**ATTACHMENT 3**

**New Mexico Statewide Price Agreement No. 00-000-20-0093AH**



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](mailto:dlisotto@heinm.com); [nhurd@heinm.com](mailto:nhurd@heinm.com)  
Telephone No.: 505-880-1819

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

Amendment No.: Three

Term: September 9, 2020 - September 8, 2024

**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@gsd.nm.gov](mailto:Vanessa.LeBlanc@gsd.nm.gov)

**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, 2023, for one additional year through September 8, 2024.

Please see attached Amendment No. 3 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. 3**

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 9, 2023, for one additional year through September 8, 2024.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED AGREEMENT ARE 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, 2024, 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 Humbar Date: 8/29/2023  
Will Humbar, President  
HEI, Inc.

Approved for legal sufficiency:

By: Bryan Brock Date: 8/29/2023  
General Counsel  
Department of Information Technology

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: Ann Marie Lucero Date: 8/29/2023  
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: [Signature] Date: 8/31/2023  
Raja Sambandam, Interim Cabinet Secretary Designate and State Chief Information Officer  
Department of Information Technology

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

By: Valerie Paulk Date: 8/31/2023  
State of New Mexico, State Purchasing Division  
 This is signed on behalf of the State Purchasing Agent

**Certificate Of Completion**

|  |                            |
|--|----------------------------|
| Envelope Id: AEF6ABD8B92741319E884098965D8C32                | Status: Completed          |
| Subject: Please Sign with DocuSign: 00-00000-20-00093AH A003 |                            |
| Source Envelope:   |                            |
| Document Pages: 3  | Signatures: 5              |
| Certificate Pages: 6   | Initials: 2                |
| AutoNav: Enabled   | Envelope Originator:       |
| EnvelopeId Stamping: Enabled                                 | Vanessa LeBlanc            |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada)           | 1100 S Saint Francis Dr    |
|  | Santa Fe, NM 87502         |
|  | Vanessa.LeBlanc@gsd.nm.gov |
|  | IP Address: 164.64.62.10   |

**Record Tracking**

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| Security Appliance Status: Connected | Pool: StateLocal           |                    |
| Storage Appliance Status: Connected  | Pool: GSD                  | Location: DocuSign |

**Signer Events**

| Signature  | Timestamp                    |
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| Michael Saavedra                                     | Sent: 8/18/2023 2:07:34 PM   |
| Michael.Saavedra@gsd.nm.gov                          | Viewed: 8/18/2023 2:18:56 PM |
| New Mexico General Services                          | Signed: 8/18/2023 2:19:08 PM |
| Security Level: Email, Account Authentication (None) |                              |
| Signature Adoption: Pre-selected Style               |                              |
| Using IP Address: 164.64.62.10                       |                              |

**Electronic Record and Signature Disclosure:**  
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|  |           |                              |
|--|-----------|------------------------------|
| Vanessa LeBlanc                                      |           | Sent: 8/18/2023 2:19:09 PM   |
| vanessa.leblanc@gsd.nm.gov                           | <i>VL</i> | Viewed: 8/18/2023 2:24:46 PM |
| New Mexico General Services                          |           | Signed: 8/18/2023 2:24:49 PM |
| Security Level: Email, Account Authentication (None) |           |                              |
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**Electronic Record and Signature Disclosure:**  
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|  |                     |                               |
|--|---------------------|-------------------------------|
| Will Humbard   |                     | Sent: 8/18/2023 2:24:50 PM    |
| nhurd@heinm.com                                      | <i>Will Humbard</i> | Resent: 8/28/2023 8:09:20 AM  |
| Conroller/Officer                                    |                     | Resent: 8/28/2023 8:14:10 AM  |
| Security Level: Email, Account Authentication (None) |                     | Resent: 8/28/2023 8:15:01 AM  |
| Signature Adoption: Pre-selected Style               |                     | Resent: 8/28/2023 10:45:12 AM |
| Using IP Address: 207.114.169.14                     |                     | Viewed: 8/29/2023 10:00:30 AM |
|  |                     | Signed: 8/29/2023 10:00:53 AM |

**Electronic Record and Signature Disclosure:**  
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 ID: 4aa3e105-557f-4410-af42-a54d4caa92ef

|  |  |                               |
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| Ann Marie Lucero                                     |  | Sent: 8/29/2023 10:00:55 AM   |
| annmarie.lucero@tax.nm.gov                           | <i>Ann Marie Lucero</i>                | Viewed: 8/29/2023 11:56:43 AM |
| District Mgr.  |  | Signed: 8/29/2023 11:57:39 AM |
| State of New Mexico Taxation and Revenue             |  |                               |
| Signing Group: 33300 - CRS Verification              | Signature Adoption: Pre-selected Style |                               |
| Security Level: Email, Account Authentication (None) | Using IP Address: 164.64.133.192       |                               |

**Electronic Record and Signature Disclosure:**

| Signer Events  | Signature   | Timestamp   |
|--|---|---|
| Accepted: 6/2/2020 2:28:54 PM<br>ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910<br><br>Bryan Brock<br>bryan.brock.contractor@doit.nm.gov<br>Signing Group: 36100 - General Counsel<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.26.246.51 | Sent: 8/29/2023 11:57:41 AM<br>Viewed: 8/29/2023 1:43:53 PM<br>Signed: 8/29/2023 1:50:05 PM                                 |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 7/19/2023 1:10:56 PM<br>ID: d48bc0b2-3461-4276-bd9b-8f3f8574ddb7   |   |   |
| Raja Sambandam<br>Raja.Sambandam@doit.nm.gov<br>Acting Cabinet Secretary and State CIO<br>State of New Mexico<br>Signing Group: 36100 - Cabinet Secretary<br>Security Level: Email, Account Authentication (None)                    | <br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 164.64.136.0    | Sent: 8/29/2023 1:50:06 PM<br>Resent: 8/31/2023 12:29:01 PM<br>Viewed: 8/31/2023 1:17:48 PM<br>Signed: 8/31/2023 1:18:01 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 9/15/2021 11:35:38 AM<br>ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79  |   |   |
| Valerie Paulk<br>valerie.paulk@gsd.nm.gov<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)      | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 8/31/2023 1:18:03 PM<br>Viewed: 8/31/2023 1:18:58 PM<br>Signed: 8/31/2023 1:19:11 PM                                  |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff   |   |   |
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| 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   |
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| Envelope Updated   | Security Checked  | 8/28/2023 8:14:09 AM  |
| Envelope Updated   | Security Checked  | 8/28/2023 8:15:00 AM  |
| Certified Delivered  | Security Checked  | 8/31/2023 1:18:58 PM  |
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| Completed  | Security Checked  | 8/31/2023 1:19:11 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](mailto: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](mailto: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](mailto: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](mailto: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: [dliotto@heinm.com](mailto:dliotto@heinm.com); [nhurd@heinm.com](mailto: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](mailto: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 Humbar Date: 9/6/2022  
Will Humbar, 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: Ann Marie Luero Date: 9/6/2022  
Taxation & Revenue Department

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

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

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

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

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

This is signed on behalf of the State Purchasing Agent

**Certificate Of Completion**

|   |                             |
|---|-----------------------------|
| Envelope Id: 3B07A9C554EB450FBE21DF76EFC8863                | Status: Completed           |
| Subject: Please DocuSign: 00-00000-20-00093AH HEI Extension |                             |
| Source Envelope:  |                             |
| Document Pages: 3   | Signatures: 5               |
| Certificate Pages: 6  | Initials: 2                 |
| AutoNav: Enabled  | Envelope Originator:        |
| Envelope Stamping: Enabled                                  | Vanessa LeBlanc             |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada)          | 13 Bataan Blvd              |
|   | Santa Fe, NM 87508          |
|   | Vanessa.LeBlanc@state.nm.us |
|   | IP Address: 98.60.102.6     |

**Record Tracking**

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

**Signer Events**

| Signature  | Timestamp                     |
|--|-------------------------------|
| Travis Dutton- Leyda   | Sent: 8/30/2022 11:10:51 AM   |
| Travis.Dutton-Leyda@state.nm.us  | Viewed: 8/30/2022 11:11:19 AM |
| IT & Construction Bureau Chief   | Signed: 8/30/2022 11:11:24 AM |
| New Mexico General Services, State Purchasing Division                         |                               |
| Security Level: Email, Account Authentication (None), Login with SSO           |                               |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |                               |

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

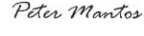
**Electronic Record and Signature Disclosure:**  
Accepted: 6/2/2020 7:02:26 AM  
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4


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

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

| Signer Events   | Signature   | Timestamp   |
|---|---|---|
| Ann Marie Lucero<br>AnnMarie.Lucero@state.nm.us<br>Tax Examiner Supervisor<br>State of New Mexico, Dept of Information Technology<br>Signing Group: 33300 - CRS Verification<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 6/2/2020 2:28:54 PM<br>ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910 | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.133.193 | Sent: 9/6/2022 10:35:09 AM<br>Resent: 9/6/2022 12:00:04 PM<br>Viewed: 9/6/2022 12:03:10 PM<br>Signed: 9/6/2022 1:23:46 PM |

|  |   |   |
|--|---|---|
| Paul Kippert<br>Paul.Kippert@state.nm.us<br>State of New Mexico, Dept of Information Technology<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 9/9/2020 1:49:21 PM<br>ID: 666bb93b-caef-4912-aa64-05b4aa8bcffb | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 9/6/2022 1:23:48 PM<br>Viewed: 9/6/2022 1:46:47 PM<br>Signed: 9/6/2022 1:46:53 PM |
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| Peter Mantos<br>Peter.Mantos@state.nm.us<br>Secretary Designee<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 8/30/2022 2:44:50 PM<br>ID: 79e95122-2382-484c-b888-a1683457197b | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.125.64 | Sent: 9/6/2022 1:46:54 PM<br>Resent: 9/7/2022 12:19:43 PM<br>Resent: 9/7/2022 3:04:15 PM<br>Viewed: 9/7/2022 5:26:52 PM<br>Signed: 9/7/2022 5:27:11 PM |
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|--|---|---|
| Valerie Paulk<br>valerie.paulk@state.nm.us<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 97.123.168.19<br>Signed using mobile | Sent: 9/7/2022 5:27:13 PM<br>Viewed: 9/7/2022 6:12:28 PM<br>Signed: 9/7/2022 6:12:45 PM |
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|                              |           |           |
|------------------------------|-----------|-----------|
| 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 |

| <b>Envelope Summary Events</b> | <b>Status</b>    | <b>Timestamps</b>     |
|--------------------------------|------------------|-----------------------|
| 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   |

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
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| <b>Electronic Record and Signature Disclosure</b> |
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## **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](mailto: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](mailto: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](mailto: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](mailto: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

Number: 00-00000-20-00093AH

Amendment No.: One

Term: September 9, 2020 - September 8, 2022

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

|   |
|---|
| <p>Ship To:<br/>All State of New Mexico agencies, commissions, institutions,<br/>political subdivisions and local public bodies allowed by<br/>law.</p> |
| <p>Invoice:<br/>As requested at time of order.</p>  |

Procurement Specialist: Travis Dutton-Leyda JD  
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](mailto: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: [dlistotto@heinm.com](mailto:dlistotto@heinm.com); [nhurd@heinm.com](mailto:nhurd@heinm.com)  
Telephone No.: 505-880-1819

Contract Number: 00-00000-20-00093AH

Payment Terms: Net 30

F.O.B.: Destination

Delivery: Per Contract

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

Procurement Specialist: Travis Dutton-Leyda *JDZ*

Telephone No.: 505-827-0477

Email: [travis.dutton-leyda@state.nm.us](mailto: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. DLosotto@heinm/.com
3. Neil Hurd, Special Systems Project Manager and Backup Point of Contact
  - a. (505) 710-7226
  - b. nhurd@heinm.com

### **Subcontractors will be used in the performance of this Agreement:**

RC Directional Drilling for all directional boring projects

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

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

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

### ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

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

## ARTICLE 14 - CHANGE MANAGEMENT

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

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

## ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

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

#### ARTICLE 16 – DEFAULT

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

#### ARTICLE 17 – EQUITABLE REMEDIES

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

#### ARTICLE 18 - LIABILITY

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

#### ARTICLE 19 – ASSIGNMENT

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

#### ARTICLE 20 – SUBCONTRACTING

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

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

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

#### **ARTICLE 21 – RELEASE**

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

#### **ARTICLE 22 – CONFIDENTIALITY**

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

#### **ARTICLE 23 –CONFLICT OF INTEREST**

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

#### **ARTICLE 24 - RECORDS AND AUDIT**

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

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

#### **ARTICLE 25 - AMENDMENT**

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

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

#### **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. In the event Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

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

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
  
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

**ARTICLE 28 – NOTICES**

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

Notices will be addressed as follows:

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

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

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

## 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.Stanfield@commscope.com](mailto:Sam.Stanfield@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](mailto:Cindy.Monstream@legrand.us) or [www.legrand.us](http://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](http://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. [Signature] 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  
Taxation and 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: 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  
Purchasing Agent 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. [Signature]  
W. J. [Signature], President  
HEI Inc.

Date: 9/11/2020

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

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

-OR-

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

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

Date: 9/11/2020

**APPENDIX C**

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

| Category No.                                | Manufacturer Name   | Manufacturer's or Reseller's Catalog URL/Link. If URL/Link is Not Available, provide an electronic copy of the Catalog with the name of the Manufacturer on the front page of the Catalog. | **Minimum Discount off MSRP or RSSP in Manufacturer's or Reseller's Catalog |
|---|---|--|---|
| Category 1:<br>Outside<br>Cabling<br>System |   |  |   |
| *   | Superior Essex<br>AFL<br>Berk-Tek Belden<br>Circa Tel Tii<br>Hoffman<br>Corning Dura-<br>Line Preformed | <u>Superior Essex</u><br><u>AFL</u><br><u>Berk-Tek</u><br><u>Belden</u><br><u>Circa Telecom Tii</u><br><u>Technologies</u><br><u>Hoffman Corning</u><br><u>Dura-Line Preformed</u>         | 5%<br>5%<br>5%<br>5%<br>5%<br>5%<br>5%<br>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:<br>Inside<br>Wiring<br>Systems | Siemon            | <u>Siemon</u>  | 5%  |
|  | Ortronics         | <u>Ortronics</u>   | 5%  |
|  | Leviton           | <u>Leviton</u>   | 5%  |
|  | Superior Essex    | <u>Superior Essex</u>  | 5%  |
|  | Berk-Tek          | <u>Berk-Tek</u>  | 5%  |
|  | CommScope         | <u>CommScope</u>   | 5%  |
|  | Belden            | <u>Belden</u>  | 5%  |
|  | Chatsworth        | <u>Chatsworth</u>  | 5%  |
|  | WBT               | See Attached Price List  | 5%  |
|  | Burndy            | <u>Burndy</u>  | 5%  |
|  | Panduit           | <u>Panduit</u>   | 5%  |
|  | Wiremold          | <u>Wiremold</u>  | 5%  |
|  | Cablofil          | <u>Cablofil</u>  | 5%  |
|  | AFL               | <u>AFL</u>   | 5%  |
|  | Corning           | <u>Corning</u>   | 5%  |
|  | STI Firestop      | <u>STI Firestop</u>  | 5%  |
|  | Hilti             | <u>Hilti</u>   | 5%  |
|  | Caddy             | <u>Caddy</u>   | 5%  |
|  | Arlington         | <u>Arlington</u>   | 5%  |
|  | Dottie            | <u>Dottie Encore</u>   | 5%  |
| Encore                                     | <u>Wire</u>       | 5%   |   |
| Southwire                                  | <u>Southwire</u>  | 5%   |   |
| Cantex                                     | <u>Cantex</u>     | 5%   |   |
|  | Carlton           | <u>Carlton</u>   | 5%  |
|  | Heritage          | <u>Heritage</u>  | 5%  |
|  | Wheatland         | <u>Wheatland</u>   | 5%  |
|  | Schneider         | <u>Schneider</u>   | 5%  |
|  | Eaton             | <u>Eaton</u>   | 5%  |
|  | Liebert           | See Attached Price List  | 5%  |
|  | Square D          | <u>Square D</u>  | 5%  |
|  | GE                | <u>GE</u>  | 5%  |
|  | Allen Bradley     | <u>Allen Bradley</u>   | 5%  |
|  | ABB               | <u>ABB</u>   | 5%  |

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

|  |                         |   |    |
|--|-------------------------|---|----|
| Category 6:<br>Surveillance<br>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                 | <a href="https://www.graybar.com/store/en/gb">https://www.graybar.com/store/en/gb</a> | 0% |
|  | Hanwa                   | See Attached Price List   | 0% |
|  | Ingram Micro            | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a>               | 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                  | <a href="https://www.summit.com/">https://www.summit.com/</a>                         | 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:<br>Wireless<br>Systems               | Altronix                | See Attached Price List   | 0% |
|  | Axis                    | See Attached Price List   | 0% |
|  | Graybar                 | <a href="https://www.graybar.com/store/en/gb">https://www.graybar.com/store/en/gb</a> | 0% |
|  | Ingram Micro            | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a>               | 0% |
|  | Middle Atlantic         | See Attached Price List   | 0% |
|  | PSA                     | See Attached Price List   | 0% |
|  | Summit                  | <a href="https://www.summit.com/">https://www.summit.com/</a>                         | 0% |
|  | RS2                     | See Attached Price List   | 0% |
|  | Vigitron                | See Attached Price List   | 0% |
|  | Winsted                 | See Attached Price List   | 0% |
| Category 8:<br>Intrusion<br>Detection<br>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                 | <a href="https://www.graybar.com/store/en/gb">https://www.graybar.com/store/en/gb</a> | 0% |
|  | Ingram Micro            | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a>               | 0% |
|  | PSA                     | See Attached Price List   | 0% |
|  | Summit                  | <a href="https://www.summit.com/">https://www.summit.com/</a>                         | 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)**

| <b>Low Voltage System Labor Types by Title Maximum Hourly Rate(s)</b><br>If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than \$60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than \$60,000 including gross receipts tax |  |  |                                 |  |
|---|--|--|---------------------------------|--|
| Low Voltage System Category   | Labor Type by Title  | Service Description  | Onsite Maximum Hourly Rate (\$) | Offsite Maximum Hourly Rate (\$), Optional |
| Category 1: Outside Cabling System  | <b>Title:</b> 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                                      |
|   | <b>Title:</b> 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                                      |
|   | <b>Title:</b> Installer/Technician                                   | An installer/technician that is responsible for installing and repairing low voltage systems for this category.  | 95.00                           | 95.00                                      |
|   | <b>Title:</b> 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   | <b>Title:</b> 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                                      |
|   | <b>Title:</b> 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                                      |
|   | <b>Title:</b> 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.  |                                 |  |
|                                    | <b>Title:</b><br>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 | <b>Title:</b> 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                                      |
|                                    | <b>Title:</b> 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                                      |
|                                    | <b>Title:</b> Installer/Technician                                   | An installer/technician that is responsible for installing and repairing low voltage systems for this category.                                       | 95.00                           | 95.00                                      |
|                                    | <b>Title:</b> 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     | <b>Title:</b> 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                                      |
|                                    | <b>Title:</b> 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.  |                                 |  |
|                                  | <b>Title:</b><br>Installer/Technician                                | An installer/technician that is responsible for installing and repairing low voltage systems for this category.                                       | 95.00                           | 95.00                                      |
|                                  | <b>Title:</b><br>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       | <b>Title:</b> 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                                      |
|                                  | <b>Title:</b> 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                                      |
|                                  | <b>Title:</b><br>Installer/Technician                                | An installer/technician that is responsible for installing and repairing low voltage systems for this category.                                       | 95.00                           | 95.00                                      |
|                                  | <b>Title:</b><br>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 | <b>Title:</b> Registered Communications Distribution Designer (RCDD) | A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.     | 95.00                           | 95.00                                      |

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

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

| Low Voltage System Category             | Labor Type by Title  | Service Description   | Onsite Maximum Hourly Rate (\$) | Offsite Maximum Hourly Rate (\$), Optional |
|---|--|---|---------------------------------|--|
| *                                       | <b>Title:</b> 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                                      |
|   | <b>Title:</b> Installer/Technician                                   | An installer/technician that is responsible for installing and repairing low voltage systems for this category.                                       | 95.00                           | 95.00                                      |
|   | <b>Title:</b> 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            | <b>Title:</b> 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                                      |
| *                                       | <b>Title:</b> 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                                      |
|   | <b>Title:</b> Installer/Technician                                   | An installer/technician that is responsible for installing and repairing low voltage systems for this category.                                       | 95.00                           | 95.00                                      |
|   | <b>Title:</b> 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 | <b>Title:</b> 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.  |                                 |  |
|                             | <b>Title:</b> 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                                      |
|                             | <b>Title:</b> Installer/Technician                                | An installer/technician that is responsible for installing and repairing low voltage systems for this category.                                       | 95.00                           | 95.00                                      |
|                             | <b>Title:</b> 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<br>Axis<br>Code Blue<br>Exacq<br>Gallagher<br>HID Global<br>Ingram Micro<br>PSA<br>RS2 | See Attached Price List<br>See Attached Price List<br>See Attached Price List<br>See Attached Price List<br>See Attached Price List<br>See Attached Price List<br><a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a><br>See Attached Price List<br>See Attached Price List<br>See Attached Price List | 0%<br>0%<br>0%<br>0%<br>0%<br>0%<br>0%<br>0%<br>0%                          |
| *                                  |   |  |   |
| Category 4: Fire Alarm Systems     | Ingram Micro<br>PSA   | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a><br>See Attached Price List   | 0%<br>0%  |
| *                                  |   |  |   |
| Category 5: Paging Systems         | Axis<br>Code Blue<br>Ingram Micro<br>Lourue<br>PSA  | See Attached Price List<br>See Attached Price List<br><a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a><br>See Attached Price List<br>See Attached Price List  | 0%<br>0%<br>0%<br>0%<br>0%  |
| *                                  |   |  |   |
| Category 6: Surveillance Systems   | Altronix<br>Arecont<br>Axis<br>Code Blue<br>Exacq<br>Gallagher<br>Graybar<br>Hanwa              | See Attached Price List<br>See Attached Price List<br>See Attached Price List<br>See Attached Price List<br>See Attached Price List<br>See Attached Price List<br><a href="https://www.graybar.com/store/en/gb">https://www.graybar.com/store/en/gb</a><br>See Attached Price List   | 0%<br>0%<br>0%<br>0%<br>0%<br>0%<br>0%<br>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      | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a>  | 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            | <a href="https://www.summit.com/">https://www.summit.com/</a>  | 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           | <a href="https://www.graybar.com/store/en/gb">https://www.graybar.com/store/en/gb</a>  | 0%  |
|   | Ingram Micro      | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a>  | 0%  |
|   | Middle Atlantic   | See Attached Price List  | 0%  |
|   | PSA               | See Attached Price List  | 0%  |
|   | Summit            | <a href="https://www.summit.com/">https://www.summit.com/</a>  | 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      | <a href="https://usa.ingrammicro.com/">https://usa.ingrammicro.com/</a>  | 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. |
|-------------------|---|---|---------------------------------------|---|
| <b>CABLING</b>    |   |   |                                       |   |
| Circa Tel         | 25 pair Protector w/ 66 Block output                              | 2625QC/QC   | 5%                                    | <a href="#">GrayBar 2625QC/QC</a>   |
| Circa Tel         | 50 pair Protector w/ 66 Block output                              | 2650QC/QC   | 5%                                    | <a href="#">GrayBar 2650QC/QC</a>   |
| Circa Tel         | 100 pair Protector w/ 66 Block output                             | 26100QC/QC  | 5%                                    | <a href="#">GrayBar 26100QC/QC</a>  |
| Circa Tel         | 200 pair Protector w/ 66 Block output                             | 1880ENA1NSC-200                                     | 5%                                    | <a href="#">GrayBar 1880ENA1NSC-200</a>   |
| Circa Tel         | 220-300 VDC Gas Tube Protector Module Without Heat Coils Or Fuses | 3B1E  | 5%                                    | <a href="#">GrayBar 3B1E</a>  |
| Superior Essex    | Direct Buried filled ALPETH 24 AWG 25 Pair Cable                  | 09-097-02   | 5%                                    | <a href="#">GrayBar 09-097-02</a>   |
| Superior Essex    | Direct Buried filled ALPETH 24 AWG 50 Pair Cable                  | 09-100-02   | 5%                                    | <a href="#">GrayBar 09-100-02</a>   |
| Superior Essex    | Direct Buried filled ALPETH 24 AWG 100 Pair Cable                 | 09-104-02   | 5%                                    | <a href="#">GrayBar 09-104-02</a>   |
| Superior Essex    | Direct Buried filled ALPETH 24 AWG 200 Pair Cable                 | 09-108-02   | 5%                                    | <a href="#">GrayBar 09-108-02</a>   |
| Belden            | Direct Buried OM3 Armored 6 Strand Cable                          | M-5-IPOJ-6-DN-A-LE-BK-BED-SP-CUT REEL               | 5%                                    | <a href="#">GrayBar M-5-IPOJ-6-DN-A-LE-BK-BED-SP-CUT REEL</a>   |
| AFL               | Aerial Self-Supporting Loose Tube Armored OM3 12 Strand Cable     | AE01296420AA1                                       | 5%                                    | <a href="#">GrayBar AE01296420AA1</a>   |
| <b>CONDUIT</b>    |   |   |                                       |   |
| CESCO             | 2" Diameter Schedule 40 PVC Conduit                               | 2-PVC-40  | 5%                                    | <a href="#">CESCO 2-PVC-40</a>  |
| CESCO             | 3" Diameter Schedule 40 PVC Conduit                               | 3-PVC-40  | 5%                                    | <a href="#">CESCO 3-PVC-40</a>  |

| 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. |
|-------------------|--|---|---------------------------------------|---|
| <b>CESCO</b>      | 4" Diameter Schedule 40 PVC Conduit                    | <b>4-PVC-40</b>                                     | 5%                                    | <a href="#">CESCO 4-PVC-40</a>  |
| <b>PULL BOXES</b> |  |   |                                       |   |
| <b>Hubbell</b>    | 12"w x 24"l x 24"d Buried pull Box w/Lid, Polyethylene | PM122424PCH00009                                    | 5%                                    | <b>MSRP LIST</b>  |
| <b>Hubbell</b>    | 24"w x 24"l x 24"d Buried pull Box w/Lid, Polyethylene | PM242424pch00009                                    | 5%                                    | <b>MSRP LIST</b>  |
| <b>Hubbell</b>    | 24"w x 48"l x 24"d Buried pull Box w/Lid, Polyethylene | PM244824PCH00009                                    | 5%                                    | <b>MSRP LIST</b>  |
| <b>Vertiv</b>     | Ped 6" x 6"  | <b>UPCBD3</b>                                       | 5%                                    | <a href="#">GrayBar UPCBD3</a>  |
| <b>Vertiv</b>     | Ped 4" x 4"  | <b>UPCBD2</b>                                       | 5%                                    | <a href="#">GrayBar UPCBD2</a>  |
| <b>Hubbell</b>    | 24"L x 24"W x 18"D Size Quasi Boxes                    | PG2424BA24 - Box                                    | 5%                                    | <b>MSRP LIST</b>  |
| <b>Hubbell</b>    | 24"L x 36"W x 18"D Size Quasi Boxes                    | PG2436BA18 - Box                                    | 5%                                    | <b>MSRP LIST</b>  |
| <b>Hubbell</b>    | 24"L x 12"W x 24"D Size Quasi Boxes                    | PG1324BA24 - Box                                    | 5%                                    | <b>MSRP LIST</b>  |
| <b>Hubbell</b>    | 48"L x 24"W x 24"D Size Quasi Boxes                    | PG3048BA24 - Box                                    | 5%                                    | <b>MSRP LIST</b>  |

**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. |
|-------------------------------------|--|---|----------------------|---|
|                                     | <b>CABLING</b>                               |   |                      |   |
| Superior Essex<br>BerkTek<br>Belden | Category 5e<br>Plenum Rated<br>UTP           | #52-200-28<br>#10032065<br>#1585A                           | 5%                   | <a href="#">GrayBar 52-200-28</a><br><a href="#">GrayBar 10032065</a><br><a href="#">GrayBar 1585A</a>                |
| Superior Essex<br>BerkTek<br>Belden | Category 6<br>Plenum Rated<br>UTP            | #77-240-2B<br>#10136226<br>#3613-004A1000                   | 5%                   | <a href="#">GrayBar 77-240-24</a><br><a href="#">GrayBar 10136226</a><br><a href="#">GrayBar 3613-004A1000</a>        |
| Superior Essex<br>BerkTek<br>Belden | Category 6A<br>Plenum Rated<br>STP           | #6H-272-2B<br>#10167485<br>#10GX63F                         | 5%                   | <a href="#">GrayBar 6H-272-2B</a><br><a href="#">GrayBar 10167485</a><br><a href="#">GrayBar 10GX63F</a>              |
| Berk-tek<br>Corning                 | Loose Tube 6<br>Fiber Plenum<br>Cable (OM3)  | #LTP006EB3010/25<br>#M-5-PO-6-CL-A-LE-<br>BK-CCS-CUT REEL   | 5%                   | <a href="#">GrayBar LTP006EB3010/25</a><br><a href="#">GrayBar M-5-PO-6-CL-A-LE-BK-CCS-CUT REEL</a>                   |
| Berk-tek<br>Corning                 | Loose Tube 24<br>Fiber Plenum<br>Cable (OM3) | #LTP12B024EB3010/25<br>#M-5-PN-24-DN-LE-<br>AQ-CCS-CUT REEL | 5%                   | <a href="#">GrayBar LTP12B024EB3010/25</a><br><a href="#">GrayBar M-5-PN-24-DN-LE-AQ-CCS-CUT REEL</a>                 |

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

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

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

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

| 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   |                      | <a href="#">GrayBar ZM6A-15-06</a>  |
| Leviton           |  | #6AS10-15L  |                      | <a href="#">GrayBar6AS10-15L</a>  |
|                   | <b>CONNECTORS,<br/>RACKS,<br/>BLOCKS</b>   |   | <b>5%</b>            |   |
| Siemon            | 25 PR BLOCK<br>210 WITHOUT<br>LEGS CAT 6   | #S210AB2-64FT                                       | <b>5%</b>            | <a href="#">GrayBar S210AB2-64FT</a>  |
| Siemon            | Category 5e - 25<br>Pair 66 Block  | #B3-50  | <b>5%</b>            | <a href="#">GrayBar B3-50</a>   |
| Ortronics         | Category 5e - 25<br>Pair 110 Block   | #OR-110ABC5E100                                     | <b>5%</b>            | <a href="#">GrayBar OR-110ABC5E100</a>  |
| Ortronics         | Category 6 - 25<br>Pair 110 Block  | #OR-30203506  | <b>5%</b>            | <a href="#">GrayBar OR-30203506</a>   |
| GEIST             | 6 Outlet 110 vac<br>Horizontal Surge<br>Protected Power<br>Strip for 19"<br>Relay Rack | #2XPRN062-103L30tl5                                 | <b>5%</b>            | <a href="#">GrayBar 2XPRN062-103L30tl5</a>  |
| Chatsworth        | 2" x 10" x .25"<br>Ground Buss Bar<br>Kit, with 16 x<br>.281" Diameter<br>Holes        | #13622-010  | <b>5%</b>            | <a href="#">GrayBar 13622-010</a>   |
| Chatsworth        | Wall Mount<br>Swing-Away<br>Relay Rack<br>(48"H x 24"D)                                | #11840-748  | <b>5%</b>            | <a href="#">GrayBar 11840-748</a>   |

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

### 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 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. |
|---------------------|------------------------------------|--|----------------------|---|
|                     | <b>CARD READERS</b>                |  |                      |   |
| Allegion            | Proximity Card Reader              | MT15   | 15                   | <a href="https://us.allegion.com/">https://us.allegion.com/</a>   |
| Allegion            | Card Reader and Keypad Combination | MTK15  | 15                   | <a href="https://us.allegion.com">https://us.allegion.com</a>   |
| Nortek              | Keypad                             | 212SE  | 15                   | <a href="https://www.nortekcontrol.com/">https://www.nortekcontrol.com/</a>   |
| BradyPoepleID       | Standard passive proximity card    | BPROX26  | 5                    | <a href="https://www.view-my-catalog.com/bradypeopleid/">https://www.view-my-catalog.com/bradypeopleid/</a>           |
| Alarm Controls Corp | 1200LB Maglock                     | 1200LB   | 10                   | <a href="https://www.alarmcontrols.com">https://www.alarmcontrols.com</a>   |
| HID                 | Badge Printer, Single Sided        | DTC1250e                                       | 15                   | <a href="https://www.hidglobal.com">https://www.hidglobal.com</a>   |
| RS2                 | Basic ID Access Card software      | Lite.NET                                       | 10                   | <a href="https://rs2tech.com/RS2WebApp/Products/Software">https://rs2tech.com/RS2WebApp/Products/Software</a>         |
| Logitech            | Digital ID Camera                  | C920S  | 5                    | <a href="https://www.logitech.com">https://www.logitech.com</a>   |
| RS2                 | Enterprise ID Access Card software | Access It                                      | 10                   | <a href="https://rs2tech.com/RS2WebApp/Products/Software">https://rs2tech.com/RS2WebApp/Products/Software</a>         |
| RS2                 | Control Panel                      | EP1501   | 10                   | <a href="https://rs2tech.com">https://rs2tech.com</a>   |
| Sargent             | Door Locking Mechanism             | 10 Line  | 10                   | <a href="https://www.sargentlock.com">https://www.sargentlock.com</a>   |
| Alarm Controls Corp | Electric Strike                    | AES-100  | 15                   | <a href="https://www.alarmcontrols.com">https://www.alarmcontrols.com</a>   |

### 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)                                       |
|-------------------|--------------------------------------|-------------------|----------------------|---|
|                   | <b>FIRE ALARM</b>                    |                   |                      |   |
| Firelite          | 50 Point Addressable Fire Panel      | ES-50X            | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Single Loop Control Panel            | MS- 9600UDLS      | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Addressable Flame Detector           | AD365(IV)         | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Addressable Smoke Detector           | SD365             | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Addressable Heat/Thermal Detector    | H365              | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Addressable Carbon Monoxide Detector | SD365CO           | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Addressable Heat Detector            | H365              | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| System Sensor     | Fire Alarm Horn/Strobe               | P2RL              | 10                   | <a href="https://www.systemsensor.com">https://www.systemsensor.com</a> |
| Firelite          | Addressable Fire Alarm Pull Station  | BG-12             | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |
| Firelite          | Addressable Fire-Gas Detectors       | AD365(IV)         | 10                   | <a href="https://www.firelite.com">https://www.firelite.com</a>         |

### 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)   |
|-------------------|--|--------------------|----------------------|---|
|                   | <b>PAGING</b>                                    |                    |                      |   |
| Bogen             | 8 Zone Distributed Amplified P.A. System         | <b>PCM2000</b>     | 10                   | <a href="https://www.bogen.com">https://www.bogen.com</a>   |
| Bogen             | Single Zone Centralized P.A. Amplifier, 70 Volts | <b>PMC2000</b>     | 10                   | <a href="https://www.bogen.com">https://www.bogen.com</a>   |
| Bogen             | Microphone                                       | <b>HDU150</b>      | 10                   | <a href="https://www.bogen.com">https://www.bogen.com</a>   |
| Bogen             | 4" Ceiling Speaker, One Way, Low Voltage         | <b>SEC4T</b>       | 10                   | <a href="https://www.bogen.com/products/pdfs/conepdfs/SEC4Ts.pdf">https://www.bogen.com/products/pdfs/conepdfs/SEC4Ts.pdf</a>                   |
| Bogen             | 8" Ceiling Speaker, One Way, Low Voltage         | <b>S86T725PG8W</b> | 10                   | <a href="https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Asemb.pdf">https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Asemb.pdf</a>     |
| Bogen             | 4" Ceiling Speaker, One Way, 70 Volt             | <b>SEC4T</b>       | 10                   | <a href="https://www.bogen.com/products/pdfs/conepdfs/SEC4Ts.pdf">https://www.bogen.com/products/pdfs/conepdfs/SEC4Ts.pdf</a>                   |
| Bogen             | 8" Ceiling Speaker, One Way, 70 Volt             | <b>S86T725PG8W</b> | 10                   | <a href="https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Asemb.pdf">https://www.bogen.com/products/pdfs/conepdfs/S86_S10_Asemb.pdf</a>     |
| Bogen             | 30-Watt Horn, Bi-Directional, Low Voltage        | <b>SPT30A</b>      | 10                   | <a href="https://www.bogen.com/products/pdfs/hornspeakerpdfs/SP_T30As.pdf">https://www.bogen.com/products/pdfs/hornspeakerpdfs/SP_T30As.pdf</a> |
| Bogen             | Bi-Directional 4-Watt Wall                       | <b>BDT30A</b>      | 10                   | <a href="https://www.bogen.com/products/pdfs/hornspeakerpdfs/BD_T30As.pdf">https://www.bogen.com/products/pdfs/hornspeakerpdfs/BD_T30As.pdf</a> |

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

### 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. |
|-------------------|---|--|----------------------|--|
|                   | <b>Security Cameras and Monitors</b>  |  |                      |  |
| <b>W Box</b>      | Flat panel Color TV/Monitor -55" 1080p LED-LCD TV - 16:9 - HDTV 1080p - 240 Hz          | <b>0E-55LED4KA</b>                             | <b>10</b>            | <a href="https://www.wboxtech.com">https://www.wboxtech.com</a>  |
| <b>Tripp Lite</b> | Portable Monitor Stand (SUPPORTS UP TO ONE 37IN TO 65IN PLASMA OR LCD SCREEN, INCLUDES) | <b>DMCS3770L</b>                               | <b>10</b>            | <a href="https://www.tripplite.com">https://www.tripplite.com</a>  |
| <b>Altronix</b>   | Power Supplies  | <b>ALTV1224C220</b>                            | <b>15</b>            | <a href="https://www.altronix.com">https://www.altronix.com</a>  |
| <b>Axis</b>       | PTZ IP Camera (4M)  | <b>Q6128-E</b>                                 | <b>5</b>             | <a href="https://www.axis.com">https://www.axis.com</a>  |
| <b>N/A</b>        | PTZ IP Camera High Resolution (12M)   |  |                      |  |
| <b>Axis</b>       | Security Camera brackets  | <b>T91D61</b>                                  | <b>5</b>             | <a href="https://www.axis.com">https://www.axis.com</a>  |
| <b>N/A</b>        | Fixed IP Camera high Resolution (12M)   |  |                      |  |
| <b>Axis</b>       | Fixed Camera (4M)   | <b>P3227-LV</b>                                | <b>5</b>             | <a href="https://www.axis.com">https://www.axis.com</a>  |
|                   | <b>RECORDERS</b>  |  |                      |  |
| <b>Axis</b>       | 16 Channel DVR – Recorder 2T  | <b>S2216</b>                                   | <b>5</b>             | <a href="https://www.axis.com">https://www.axis.com</a>  |

**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. |
|-------------------|--|--|----------------------|--|
|                   | <b>WIRELESS</b>  |  |                      |  |
| <b>Vigitron</b>   | 1000BASE-SX GBIC transceiver, long wavelength (850 nm)   | <b>Vi00850MM-H</b>                             | <b>10</b>            | <a href="http://www.vigitron.com">http://www.vigitron.com</a>  |
| <b>Vigitron</b>   | 1000BASE-LX GBIC transceiver, long wavelength (1300 nm)  | <b>Vi01310MM-H</b>                             | <b>10</b>            | <a href="http://www.vigitron.com">http://www.vigitron.com</a>  |
| <b>Cisco</b>      | Indoor/outdoor 802.11b/g antenna, 60H/65V deg. 10db gain | <b>AIR-ANT2410Y-R</b>                          | <b>5</b>             | <a href="https://www.cisco.com">https://www.cisco.com</a>  |
| <b>Cisco</b>      | Indoor/outdoor 802.11b/g antenna, 120H/60V deg. 7db gain | <b>AIR-ANT5170P-R</b>                          | <b>5</b>             | <a href="https://www.cisco.com">https://www.cisco.com</a>  |
| <b>Cisco</b>      | Indoor/outdoor 802.11b/g antenna, 180H/40V deg. 6db gain | <b>AIR-ANT2460NP-R</b>                         | <b>5</b>             | <a href="https://www.cisco.com">https://www.cisco.com</a>  |
| <b>Ditek</b>      | Lightning Protector for outdoor antenna installations    | <b>DTK-VSPN</b>                                | <b>10</b>            | <a href="https://www.ditekurgeprotection.com">https://www.ditekurgeprotection.com</a>                                |
| <b>HPE</b>        | 8 Port POE Switch  | <b>J9774A</b>                                  | <b>5</b>             | <a href="https://h20195.www2.hp.com">https://h20195.www2.hp.com</a>  |
| <b>HPE</b>        | 24 Port POE Switch                                       | <b>QQ3917</b>                                  | <b>5</b>             | <a href="https://store.hp.com">https://store.hp.com</a>  |
| <b>Cisco</b>      | Wireless Access Point                                    | <b>MR52</b>                                    | <b>5</b>             | <a href="https://meraki.cisco.com">https://meraki.cisco.com</a>  |
| <b>Cisco</b>      | Wireless Access Point                                    | <b>MR55</b>                                    | <b>5</b>             | <a href="https://meraki.cisco.com">https://meraki.cisco.com</a>  |

### 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. |
|-------------------|------------------------------------|--|----------------------|--|
|                   | <b>INTRUSION ALARM</b>             |  |                      |  |
| <b>DSC</b>        | Intrusion Detection Panel          | <b>PC1616</b>                                  | <b>10</b>            | <a href="https://www.dsc.com">https://www.dsc.com</a>  |
| <b>DSC</b>        | Annunciator Panel                  | <b>PK5500</b>                                  | <b>10</b>            | <a href="https://www.dsc.com">https://www.dsc.com</a>  |
| <b>DSC</b>        | Glass Breaker Sensor               | <b>AC100</b>                                   | <b>10</b>            | <a href="https://www.dsc.com">https://www.dsc.com</a>  |
| <b>GRI</b>        | Window Sensor                      | <b>400</b>                                     | <b>15</b>            | <a href="http://www.grisk.com">http://www.grisk.com</a>  |
| <b>Seco-Larm</b>  | Interrupting Light Beam Detector   | <b>ETL</b>                                     | <b>15</b>            | <a href="http://www.seco-larm.com">http://www.seco-larm.com</a>  |
| <b>GRI</b>        | Tamper Sensor                      | <b>500</b>                                     | <b>15</b>            | <a href="http://www.grisk.com">http://www.grisk.com</a>  |
| <b>DSC</b>        | Motion sensor                      | <b>BV-300D</b>                                 | <b>15</b>            | <a href="https://www.dsc.com">https://www.dsc.com</a>  |
| <b>N/A</b>        | Electric Circuit Breakage Detector |  |                      |  |
| <b>W Box</b>      | Outside Security Siren             | <b>0E-OUTDSIRSR</b>                            | <b>15</b>            | <a href="https://www.wboxtech.com">https://www.wboxtech.com</a>  |
| <b>GRI</b>        | Door Sensor                        | <b>180</b>                                     | <b>15</b>            | <a href="http://www.grisk.com">http://www.grisk.com</a>  |

**APPENDIX G**  
*Organizational Requirements for Low Voltage Systems  
Response Form*

| No  | <b>ORGANIZATIONAL MANDATORY REQUIREMENTS FOR LOW VOLTAGE SYSTEMS</b>   |
|-----|--|
| 5.1 | <p><b>Service Contract Template.</b> Contractor must agree that any contracted services established after the Statewide Price Agreements are awarded must only be performed using the Service Contract in Appendix B. Any waiver from this requirement must be approved in writing by the procuring entity's Cabinet Secretary or the person authorized to obligate the procuring entity at the time of establishing the service contract. The waiver should be kept with the PO.</p>  |
| 5.2 | <p><b>Statewide Price Agreement Terms and Conditions.</b> Contractor must accept the terms and conditions included in the RFP as Appendix B to be used for the awarded agreements as a result of the RFP.</p>  |
| 5.3 | <p><b>Maintenance and Support/Post Warranty Maintenance and Support Services/Extended Service Plans Agreement.</b> 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"> <li>a. Scheduling. Must provide quarterly, semi-annual, or annual system checkups and upgrades</li> <li>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.</li> <li>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.</li> <li>d. Covers all hardware/components and software support. <ul style="list-style-type: none"> <li>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.</li> </ul> </li> </ul> |
| 5.4 | <p><b>New Mexico CRS ID Number.</b> Contractor must provide state tax identification numbers before or during finalizing price agreement awards resulting from this procurement, see CRS registration link <a href="https://tap.state.nm.us/tap/#1">https://tap.state.nm.us/tap/#1</a></p>   |

|     |  |
|-----|--|
| 5.5 | <p><b>New Mexico Business Location.</b> Contractor must maintain for the life of the awarded price agreement a bona-fide place of business within the State of New Mexico to support the procuring agencies with any contracted work under these agreements. A bona-fide place of business is defined as an office that is staffed during normal business hours, maintains an equipment maintenance capability, and houses technical support, sales and management staff. If such a place of business does not exist at the time of the award, the contractor agrees to establish such a business location within 60 days of award and agrees not to accept any purchase orders until such time as the business location has been established.</p>   |
| 5.6 | <p><b>Per Diem Rate.</b> Contractor must agree to the maximum “Per Diem Rate” for any per diem charged to the procuring agency for contracted work as defined below:<br/> “Per Diem Rate” means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals &amp; Incidentals Breakdown link<br/> <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&amp;state=NM&amp;fiscal_year=2020&amp;zip=&amp;city=">https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&amp;state=NM&amp;fiscal_year=2020&amp;zip=&amp;city=</a></p>  |
| 5.7 | <p><b>Mileage Rate.</b> Contractor must agree to the maximum “Mileage Rate” for any mileage charged to the procuring agency for contracted work as defined below:<br/> “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<br/> <a href="https://www.irs.gov/tax-professionals/standard-mileage-rates/">https://www.irs.gov/tax-professionals/standard-mileage-rates/</a><br/> At the travel rate for that period/year travel was performed. This is pursuant to the Contractor providing the procuring entity approved work order containing the following information:</p> <ol style="list-style-type: none"> <li>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<br/> <a href="http://maps.randmcnally.com/mileage-calculator.do">http://maps.randmcnally.com/mileage-calculator.do</a></li> <li>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.</li> </ol> |
| 5.8 | <p><b>Technical Support.</b> Contractor must maintain a technical support telephone line with the minimum requirements:</p> <ol style="list-style-type: none"> <li>1. Staffed from 8:00 AM MDT to 5:00 PM MDT during Monday through Friday.</li> <li>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.</li> </ol>  |
| 5.9 | <p><b>After Hour Work.</b> Contractor must work outside of normal business hours (Mon-Fri, 8:00 AM MDT to 5:00 PM MDT), as required by the procuring agency.</p>   |

|      |  |
|------|--|
| 5.10 | <p><b>Emergencies.</b> 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"> <li>1. A response by telephone to the procuring agency upon receipt of the problem not to exceed 1 hour.</li> <li>2. Provide a technician on site not to exceed 4 hours from the receipt of the problem reported.</li> </ol>            |
| 5.11 | <p><b>Performance Bond.</b> 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><b>Background Check.</b> 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><b>Company Certification for any Low Voltage System Category.</b> 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><b>Company Compliance with Standards for any Contracted Low Voltage System Category.</b> 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<br/> <a href="https://www.doit.state.nm.us/standards.html">https://www.doit.state.nm.us/standards.html</a> .</p>   |

|      |   |
|------|---|
| 5.15 | <p><b>Compliance with Codes, Regulations, and Standards.</b> 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"> <li>1. National Standard: BICSI Telecommunications Distribution Methods Manual (TDMM) latest version</li> <li>2. State Rules and Statute: <a href="https://www.rld.state.nm.us/construction/rules-laws-building-codes.aspx">https://www.rld.state.nm.us/construction/rules-laws-building-codes.aspx</a></li> </ol> <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><b>Warranty for any Low Voltage System Category.</b> 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><b>New Mexico Business License.</b> Contractor must maintain a valid current New Mexico Business License, only if required by the procuring entity.</p>  |
| 5.18 | <p><b>Licensing and Permits.</b> 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><b>Subcontractors.</b> 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><b>Reserved</b></p>  |
| 5.21 | <p><b>Coordination.</b> 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><b>Cost Quotes.</b> 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><b>Prevailing Wage Rates.</b> 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><b>Authorized Dealer/Reseller Status.</b> 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><b>Delivery of Low Voltage System products and Risk of Loss.</b> 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**

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** October 16, 2023  
**Subject:** Request for Approval to Award ITB No. 24/32/B to Rusty's Weigh Scales & Service, Inc. of Lubbock, TX, for On-Call Truck Scale Calibration, Maintenance and Repair Services in the Amount of \$25,000

## SUMMARY

The Agency recommends awarding Invitation to Bid (ITB) No. 24/32/B for on-call truck scale calibration, maintenance and repair services to Rusty's Weigh Scales & Service, Inc. of Lubbock, TX.

The Agency issued the ITB on September 5, 2023. One bidder, Rusty's Weigh Scales & Service (Rusty's Weigh), responded to the ITB on October 5, 2023.

The Agency evaluated the bid submitted by Rusty's Weigh and found it responsive to the services described in the ITB.

Rusty's Weigh will provide on-call calibration, maintenance and repair services for four scales at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

Funding is available in 8100851.520300 and 8100852.520300 (Repair and Maintenance of Furniture/Fixtures/Equipment) for \$25,000.

## BACKGROUND

All vehicles at the Landfill and BuRRT are scaled to record incoming waste as required by 20.9.5.9 NMAC and facility operating permit conditions.

Table 1 shows the cost breakdown of services by Rusty's Weigh for calibration, maintenance and repairs for the Landfill and BuRRT scales as described in the Scope of Services in the ITB.

Table 1. Cost Breakdown of Services by Rusty's Weigh. <sup>(1)</sup>

| Item | Description   | Unit        | Cost (\$)                        |
|------|---|-------------|----------------------------------|
| 1    | Inspection, calibration, and certification at Landfill – 2 scales                             | per quarter | \$1,050                          |
| 2    | Inspection, calibration, and certification at BuRRT – 2 scales                                | per quarter | \$1,050                          |
| 3    | Labor for non-emergency/routine work/repair – at location                                     | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 4    | Travel time for non-emergency/routine work/repair   | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 5    | Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair | per mile    | Pickup \$1.85<br>HDTT \$5.50     |
| 6    | Discount from manufacturer's list price on parts  | percent     | 5%                               |
| 7    | Labor for emergency work/repair – at location   | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 8    | Travel time for emergency work/repair   | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 9    | Mobilization/Travel Mileage - service/calibration truck for emergency work/repair             | per mile    | Pickup \$1.85<br>HDTT \$5.50     |

(1) Due to fuel price volatility, fuel surcharges were not part of the bid.

Rusty's Weigh provides scale service throughout New Mexico, including Alamogordo, Albuquerque, Artesia, Carlsbad, Clayton, Clovis, Deming, Farmington, Gallup, Grants, Hobbs, Las Cruces, Las Vegas, Lordsburg, Los Alamos, Lovington, Nara Visa, Portales, Raton, Roswell, Ruidoso, Santa Fe, Shiprock, Silver City, Socorro, Truth or Consequences, and Tucumcari.

### **ACTION REQUESTED**

The Agency recommends that the Board award ITB No. 24/32/B to Rusty's Weigh for on-call truck scale calibration, maintenance and repair services for \$25,000.

#### Attachments:

- 1) Services Agreement with Rusty's Weigh Scales & Service
- 2) ITB No. 24/32/B – Without Appendices

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**ATTACHMENT 1**

**Services Agreement with Rusty's Weigh Scales & Service**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT WITH  
RUSTY'S WEIGH SCALES & SERVICE, INC.  
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc., ("Contractor") for on-call truck scale calibration, maintenance, and repair services as described in ITB No. 24/32/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

**1. SCOPE OF SERVICES**

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor's Bid for ITB No. 24/32/B.

**2. STANDARDS OF PERFORMANCE; LICENSES**

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth on the Contractor's bid form in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

#### **4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

#### **5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2024, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

#### **6. TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable

from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

**10. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the

term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

**13. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**15. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party

beneficiary.

**16. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**18. AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

**19. SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**21. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**22. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

**AGENCY:** Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Patty Steinhouse  
HR-DOT-Safety Director  
Rusty's Weigh Scales and Service, Inc.  
408 N. Interstate 27  
Lubbock, TX 79403  
Email: p.steinhouse@rustysweigh.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed

with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**23. WARRANTY**

All services, equipment, materials, parts or supplies provided by Contractor shall be covered by the most favorable commercial warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Contractor. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

**24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Michael Garcia  
Chairperson

\_\_\_\_\_  
Date:

**ATTEST:**

\_\_\_\_\_  
Geraldyn Cardenas  
Interim Santa Fe City Clerk

\_\_\_\_\_  
Date:

**CONTRACTOR:**

\_\_\_\_\_  
Patty Steinhouse  
HR-DOT-Safety Director  
Rusty's Weigh Scales & Service, Inc.

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

**Scope of Services**  
**for**  
**Rusty's Weigh Scales & Service, Inc.**

**FEE SCHEDULE**

**BID FORM  
ITB No. 24/32/B**

*All Bidders MUST use the format provided. Costs included with this bid will be held for four (4) years. Fuel Surcharges are to be excluded from the bid price.*

The attached bid shall include all activities described in the Scope of Services of this ITB.

| <b>Item</b> | <b>Description</b>  | <b>Unit</b> | <b>Cost (\$)</b>                 |
|-------------|---|-------------|----------------------------------|
| 1           | Inspection, calibration, and certification at Landfill – 2 scales                             | per quarter | \$1,050                          |
| 2           | Inspection, calibration, and certification at BuRRT – 2 scales                                | per quarter | \$1,050                          |
| 3           | Labor for non-emergency/routine work/repair - at location                                     | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 4           | Travel time for non-emergency/routine work/repair   | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 5           | Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair | per mile    | Pickup \$1.85<br>HDTT \$5.50     |
| 6           | Discount from manufacturer’s list price on parts  | percent     | 5%                               |
| 7           | Labor for emergency work/repair – at location   | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 8           | Travel time for emergency work/repair   | per hour    | 1-man \$133.50<br>2-man \$233.50 |
| 9           | Mobilization/Travel Mileage - service/calibration truck for emergency work/repair             | per mile    | Pickup \$1.85<br>HDTT \$5.50     |

**ATTACHMENT 2**

**ITB No. 24/32/B**

CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

**INVITATION TO BID (ITB)**

**ON-CALL TRUCK SCALE CALIBRATION, MAINTENANCE,  
AND REPAIR SERVICES**

**ITB 24/32/B**

**NIGP Commodity Code: 78063, 78082, 78084**

**DUE:**

**October 3, 2023  
2:00 PM MDT**

CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE  
200 LINCOLN AVE., ROOM 122  
SANTA FE, NM 87501  
[Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)

## ITB SCHEDULE

### ITB 24/32/B

| EVENT  | DATE  |
|--|---|
| Advertisement/Release Date   | September 5, 2023   |
| Deadline to Submit Questions   | September 27, 2023  |
| Deadline to Response to Written Questions and Any Addendum/Amendment | September 29, 2023  |
| Receipt of Bids  | October 3, 2023 at 2:00 p.m. MDT<br>Bids are to be uploaded to the following ShareFile link:<br><a href="https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc">https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc</a> |
| Recommendation of Award to Joint Powers Board                        | October 19, 2023  |

The Agency reserves the right to modify the dates and times mentioned above or withdraw the Invitation to Bid (ITB) due to significant justification(s) in the Agency's best interest.

**BID OPENING:** Bid opening will be accomplished through a Zoom meeting as follows:

#### Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/84208314187?pwd=dkx0ZHZmc3k3ZVpKOTdwdEU0aDRNQOT09>

Meeting ID: 842 0831 4187

Passcode: 408444

One tap mobile

+17193594580,,84208314187#,,,,\*408444# US

+12532050468,,84208314187#,,,,\*408444# US

Dial by your location

+1 719 359 4580 US;

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

Meeting ID: 842 0831 4187

Passcode: 408444

Find your local number: <https://santafenm-gov.zoom.us/u/kb7nMAqVDf>

All Bidders must notify the CPO or designee if any employee(s) of the Agency or the office of CPO have a financial interest in the Bidder:

No financial interest       Yes financial interest

If yes specify by name: \_\_\_\_\_

## BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 24/32/B, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: \_\_\_\_\_

d/b/a (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Area Code + Phone Number: \_\_\_\_\_

NM Gross Receipts Tax # (CRS) \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Payment terms: \_\_\_\_\_ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: \_\_\_\_\_ (May be considered in the award)

Authorized Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

Signatory Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

No addenda or amendment will be issued three (3) days before the date for receipt of bids, except an addenda or amendment withdrawing the ITBs or postponing the date for receipt of bids.

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:  
Addenda/Amendment No. \_\_\_\_ Dated: \_\_\_\_\_ Addenda/Amendment No. \_\_\_\_ Dated: \_\_\_\_\_

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

**Bids must be submitted electronically, via ShareFile only.**  
**Mailed, Faxed, and Emailed bids will not be accepted.**

## TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the ITB, a binding contract is created.
2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Office. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or the 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 Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
  - a) The City's purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.
  - b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
  - c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.
9. **Method of Payment:**
  - a) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

- b) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in the processing of invoices and will not be able to do business with the Agency. Contractor can register online at:

<https://santafenm.munisselfservice.com/Vendors/default.aspx>.

**10. Payment Provisions:** All payments under this Agreement are subject to the following provisions.

- a) **Acceptance** - In accordance with §13-1-158 NMSA 1978, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency 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 invoice date. 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 Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.
- 11. Taxes:** The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Purchasing Office. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.
- 12. Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 13. Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease by the product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.
- 14. Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.
- 15. Agency Furnished Property:** Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 16. Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.
- 17. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any

work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

18. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
19. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
20. **Non-Collusion:** In signing this ITB, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
21. **Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
22. **Penalties:** §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.
23. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
24. **No additional terms and/or conditions will be accepted.**

## INFORMATION FOR BIDDERS

### 1. Receipt of Electronic Bids

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Office of the City of Santa Fe until **2:00 p.m. Mountain Daylight Time on Tuesday, October 3, 2023.**

Bids are to be uploaded to the following link:

<https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc>

**No late bids will be accepted under any circumstances.** Bidders should include some lead time for delivery as late-delivered bids will be determined to be non-responsive, no matter whose fault it was.

If you are an individual with a disability and you require accommodations such as closed captioning to attend the bid opening, please contact the CPO or their designee at least five (5) working days prior to the scheduled bid opening.

### 2. Bid Submittal Requirements:

All specifications, submittal required documentation, supporting materials, certificates, etc., in addition to the bid documents, must be attached to form a complete responsive bid (NMSA 1978 §13-1-82-85; NMSA 1978 §13-1-133).

The Bidder is responsible for ensuring all documents are entirely uploaded and submitted electronically by the deadline in this ITB. Such electronic submissions will be considered sealed bids in accordance with the statute. The Bidder is also responsible for ensuring the bid is correct and accurate before submission. By bidding electronically, the Bidder acknowledges any and all amendments and ensures the bid corresponds with any amendments.

If an amendment is processed that changes the scope of work after the bid is submitted, the Bidder must resubmit their bid for it to be considered fully submitted.

Allow adequate time for large uploads to complete the submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

No Bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

### 3. Copies of Invitation to Bid

The Bid is available in electronic version from the following website [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps).

In the event of a conflict between a version of the ITB in the Bidder's possession and the version maintained by the Central Purchasing Office, the Bidder acknowledges that the Central Purchasing Office's version shall govern.

### 4. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

### 5. Bid Tabulations

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to [https://www.santafenm.gov/bid\\_tabulations](https://www.santafenm.gov/bid_tabulations)

### 6. Pre-Bid Meeting

There will be no pre-bid meeting for this project. To schedule a site visit, please email Danita Boettner, Procurement Manager, at [dboettner@sfswwma.org](mailto:dboettner@sfswwma.org).

## **7. Correction or Withdrawal of Bid**

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov). Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the Bid.

## **8. Interpretations and Addenda/Amendment**

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum or amendment. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at [dboettner@sfswma.org](mailto:dboettner@sfswma.org) and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids or September 27, 2023. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written addenda or amendment to the ITB, which, if issued, will be sent by email to all prospective Bidders known by the Agency to have received a complete ITB not later than three (3) days prior to the date set for receipt of bids or September 29, 2023. Failure of any Bidder to receive any such addenda or amendment or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda or amendment so issued shall become part of the contract documents.

Addenda or amendment may be obtained from Danita Boettner, Procurement Manager, via email at [dboettner@sfswma.org](mailto:dboettner@sfswma.org) or website [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps).

The Agency reserves the right not to comply with these time frames mentioned above if an addendum or amendment is required to extend the ITB deadline or cancel the ITB due to significant justification(s) that are in the Agency's best interest.

## **9. Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this ITB, shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

## **10. Disclosure of Bid Contents**

All bids will become public at time of bid opening, except for the material that is marked proprietary or confidential.

Proprietary or confidential material shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid. Confidential data is generally restricted to confidential financial information about the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA 1978. The price of products offered or the cost of services bid shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which a Bidder has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be disclosed. The bid shall be open to public inspection subject to any continuing prohibition on disclosing confidential data.

## **11. Brand Name**

Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate "or equal" or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

## **12. Method of Award**

This will be a single vendor award to the lowest responsible Bidder who meets or exceeds all specifications listed in the ITB.

The Agency reserves the right to award the ITB to the responsible bidder(s) submitting a responsive bid with resulting agreements that are most advantageous and in the best interest of the Agency. The Agency also reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with §13-1-153 NMSA 1978.

The CPO or designee shall have the right to waive technical irregularities, and to award the Bidder whose bid is deemed to be in the best interest of the City.

**Special Notice** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

## **13. Identical Bids**

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in §13-1-110 NMSA 1978 of the New Mexico Procurement Code.

## **14. Contract Award**

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on October 19, 2023; however, the meeting's date is tentative and subject to change without notice.

## **15. Rejection or Cancellation of Bid**

The Bid may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (§13-1-131 NMSA 1978).

## **16. Prohibit Bidding**

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid for this ITB, the Bidder should make their opinion known to the CPO or their designee, in writing, at least seven (7) days prior to the bid opening date.

## **17. Protest Deadline**

Any protest by a Bidder must be timely submitted and conform to §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

## 18. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

## 19. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

## 20. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

- The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.
- **Santa Fe's Living Wage**
- Pursuant to the City of Santa Fe Living Wage ordinance, §28-1 SFCC 1987, Effective March 1, 2023, all workers within the City of Santa Fe shall be paid a Living Wage of \$14.03 per hour (APPENDIX E). The City's Living Wage ordinance does not set a minimum wage for tipped workers.
- Santa Fe County's Living Wage Ordinance was adopted to establish minimum hourly wages.
- Tips are counted as wages and credited towards satisfaction of the minimum wage. As long as a worker is receiving the hourly minimum wage, whether through tips, salary, or a combination of both, the employer is in compliance with the Living Wage Ordinance.
- The March 1, 2023, Living Wage increase is in accordance with County Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region or Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the County must pay at least the adjusted 2023 Living Wage to employees for all hours worked within the Santa Fe County limits.
- **Effective Date:** Saturday, April 26, 2014
- **Affected Area:** For businesses located throughout Santa Fe County, outside of the incorporated boundaries of the City of Santa Fe, City of Española and the Town of Edgewood.
- **Affected Businesses and Other Employers:**
  - Businesses required by Santa Fe County to have a business license.
  - Santa Fe County government
  - Contractors that enter into a contract after April 26, 2014, with Santa Fe County government for services, including construction services.
  - Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County.
- **Applies to:** All employees of these affected businesses whether employed on a full-time, part-time or temporary basis, including contingent or contracted workers and those working through a temporary service or an employment agency.
- **The City of Santa Fe and Santa Fe County Living Wage increased to \$14.03 on March 1, 2023**, based on last year's increase of CPI for western region Urban Wage Earners and Clerical Workers. – subject to a Consumer Price Index-based inflationary adjustment on March 1 of each year. (See: <https://santafenm.gov/search-results?keywords=living+wage>)
- Base Wage for Tipped Employees: \$4.21 per hour as of March 1, 2023.

## 21. New Mexico/Native American Resident Preferences in Procurement

**New Mexico Resident Business Preference / Native American Resident Preference:** To receive a New Mexico Resident Business Preference or Native American Resident Preference pursuant to §13-1-22 NMSA 1978 (as amended), the Bidder **must** submit a copy of a valid Resident Business or Resident Contractor certificate issued by the

New Mexico Department of Taxation and Revenue with its bid.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

- (1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or
- (2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

**The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.**

**Local Preference:** Local preference is not applicable pursuant to the County's 2013 Purchasing Procedures and Finance Policy.

### **BIDDER SUBMITTAL CHECKLIST**

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda or amendment issued in reference to this ITB.
- DETAILED INFORMATION** - equipment and other itemized costs, specifications, sales literature, if applicable.
- COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**, if applicable.
- COPY OF STATE OF NEW MEXICO CRS TAX IDENTIFICATION NUMBER.**
- COPY OF NEW MEXICO RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN BUSINESS OR VETERANS' PREFERENCE CERTIFICATE** issued by the New Mexico Department of Taxation and Revenue, if applicable.

## DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of bids, which clarifies, corrects, or changes the ITB.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this ITB.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
12. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (§13-1-102 NMSA 1978).
13. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
14. **Landfill:** means the Caja del Rio Landfill.
15. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
16. **Multi-Term Contract:** means a contract having a term longer than one year (§13-1-68 NMSA 1978).
17. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor
18. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (§13-1-82 NMSA 1978).

19. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-84 NMSA 1978).
20. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (§13-1-87 NMSA 1978).
21. **Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
22. **Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## SCOPE OF WORK

### 1. Purpose

The Santa Fe Solid Waste Management Agency (Agency) is a self-sustaining enterprise fund which relies solely on user fees and revenues from the sale of recyclable material to fund its operations. These fees and revenues are determined based upon weights obtained by the scales at both the Caja del Rio Landfill (Landfill) and at the Buckman Road Recycling and Transfer Station (BuRRT). Both facilities have inbound and outbound scales to track material entering and exiting the facilities.

The Landfill accepts municipal solid waste (MSW), construction and demolition debris, and is approved for two special waste categories: petroleum contaminated soil and sludge. Fees are assessed on a per ton basis. Only commercial trucks and self-dumping trailers are handled at the Landfill. The Landfill has an inbound and outbound scale which consists of a 10 ft. x 70 ft. concrete decks and associated pits to accommodate the scales. The scales were originally installed in 1997 when the Landfill opened. However, the inbound scale was overhauled in 2012 and the outbound scale was replaced in 2014. In 2022, the inbound scale was then converted from a mechanical/analog scale to a load cell/digital scale to match the outbound scale.

BuRRT accepts municipal solid waste from small vehicles and trailers that are not self-dumping. BuRRT also accepts recyclable materials such as conventional recyclables, green waste, white goods, scrap metals, scrap tires, electronic waste, and household hazardous waste. Fees are assessed either on a per ton basis or per vehicle. Material processed at BuRRT is hauled to either the Landfill or to various locations around the country to be recycled. Therefore, semi-trucks are loaded with the various materials in a manner that meets local, state, and federal laws when exiting the facility. BuRRT has a 10 ft. x 70 ft. outbound scale which consist of metal decks and associated pits to accommodate the scale. The outbound scale was installed in 1997 and has not been overhauled. The inbound scale was replaced and the pit was expanded in 2016 to accommodate a 10 ft. x 70 ft. scale.

The inbound and outbound indicators at each location are set up to communicate with each other in the event that a computer goes down at the inbound or outbound side. To accomplish this, COMM ports are setup to allow information to be shared between computers. Carolina Software (WasteWorks) is used to track tonnages and revenues from each of the facilities.

To properly calibrate, maintain, and repair the scales at both the Landfill and at BuRRT, the Agency is requesting bids from established Bidders who can provide the necessary calibration, maintenance and repair of the scales at its facilities. All Bidders shall be compliant with local, state and federal laws and regulations governing the calibration, maintenance and repair of scales and associated scale indicator equipment.

Bidder must document any variation or deviation from these specifications.

### 2. General Specifications

The following is the scope of work necessary for calibration, maintenance and repair of the scales at the Landfill and BuRRT. All scales at the Landfill and BuRRT are permanent scales. The requirements listed below are listed in four (4) segments:

- Inspection, Calibration and Certification of Scales;
- Non-Emergency Maintenance and Repair (Routine);
- Parts; and
- Emergency Repair.

**1) Inspection, Calibration and Certification of Permanent Truck Scales**

Perform inspection, calibration and certification on both the inbound and outbound scales at both the Landfill and at BuRRT up to four (4) times per year (one per quarter) and/or when authorized via purchase order. The inspection, calibration and certification shall include:

- Scale pit inspection (4 pits)
- Weight calibration to assure scale accuracy (4 scales)
- Weight indicator calibration (4 indicators)
- Certify scale is accurate as per New Mexico Department of Agriculture guidelines (4 scales, 4 indicators, 4 external displays).

Details of the scales listed in the Bid Sheet are as follows:

| Item | Location  | Description  |
|------|---|--|
| 1A   | Caja del Rio Landfill<br>149 Wildlife Way<br>Santa Fe, NM 87506 | <u>Inbound Scale</u><br>10 ft. x 70 ft. Concrete Deck with Pit<br>Mettler Toledo Digital Scale<br>Mettler Toledo IND 570 Indicator (Inside/Outside)  |
| 1B   | Caja del Rio Landfill<br>149 Wildlife Way<br>Santa Fe, NM 87506 | <u>Outbound Scale</u><br>10 ft. x 70 ft. Concrete Deck with Pit<br>Mettler Toledo Digital Scale<br>Mettler Toledo IND 560 Indicator (Inside/Outside) |
| 2A   | BuRRT<br>2600 Buckman Road<br>Santa Fe, NM 87506                | <u>Inbound Scale</u><br>10 ft. x 70 ft. Metal Deck with Pit<br>Mettler Toledo Digital Scale<br>Mettler Toledo IND 2460 Indicator (Inside/Outside)    |
| 2B   | BuRRT<br>2600 Buckman Road<br>Santa Fe, NM 87506                | <u>Outbound Scale</u><br>10 ft. x 70 ft. Metal Deck with Pit<br>Cardinal Mechanical Scale<br>Fairbanks Indicator (Inside/Outside)                    |

**2) Non-Emergency Maintenance and Repair (Routine)**

Non-emergency maintenance and repairs, including supplemental inspection, calibration, and certification as a result of an issue with the scale(s) will be performed on an “as-required basis.” Initial response to any service request for non-emergency type work will take place within seven (7) days. This response will consist of diagnosis of the scale problems and cost estimates (quotes) for the maintenance and/or repair. On-site maintenance and/or repairs will begin as soon as the Agency has authorized the maintenance and/or repairs and within replacement part constraints. Replacement parts will be quoted / invoiced as per the established guidelines within the contract. Non-emergency repairs will be based upon the following:

| Item | Description   |
|------|---|
| 3    | Routine maintenance work/repair of scales, as required. |
| 4    | Travel time for routine maintenance work/repair.        |

|   |   |
|---|---|
| 5 | Mobilization/Travel Mileage for use of service/calibration truck for routine maintenance work/repair (Fuel surcharges to be excluded) |
|---|---|

**3) Parts**

The parts required for repair of the scale from a manufacturer will be provided per discount prices established as part of the requested bid.

| Item | Description   |
|------|---|
| 6    | Percent discount from manufacturer's list price on parts. |

**4) Emergency Repair**

Emergency repair such as inspection, calibration, repairs, and certification will be performed on an "as-required basis." Initial response to any service request will take place within twenty-four (24) hours. This response will consist of diagnosis of the scale problems and cost estimates (quotes) for the repair. Emergency repairs will begin as soon as the Agency authorized the repairs and within replacement part constraints. Replacement parts will be quoted / invoiced as per the established guidelines within the contract. Emergency repairs will be based upon the following:

| Item | Description   |
|------|---|
| 7    | Emergency work/repair of scales, as required.   |
| 8    | Travel time for emergency work/repair.  |
| 9    | Mobilization/Travel Mileage for use of service/calibration truck for emergency work/repair (Fuel surcharges to be excluded) |

**3. Fuel Surcharge/Miscellaneous Fees**

Fuel surcharges and miscellaneous fees will be billed and assessed at the time of invoicing, based upon mutual agreement between the awarded Contractor and the Agency.

**BID SHEET****Santa Fe Solid Waste Management Agency****On-Call Truck Scale Calibration, Maintenance, and Repair Services**

| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>PRICE</b> |
|-------------|---|-------------|--------------|
| 1           | Inspection, calibration, and certification at Landfill – 2 scales                             | per quarter |              |
| 2           | Inspection, calibration, and certification at BuRRT – 2 scales                                | per quarter |              |
| 3           | Labor for non-emergency/routine work/repair - at location                                     | per hour    |              |
| 4           | Travel time for non-emergency/routine work/repair   | per hour    |              |
| 5           | Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair | per mile    |              |
| 6           | Discount from manufacturer's list price on parts  | percent     |              |
| 7           | Labor for emergency work/repair – at location   | per hour    |              |
| 8           | Travel time for emergency work/repair   | per hour    |              |
| 9           | Mobilization/Travel Mileage - service/calibration truck for emergency work/repair             | per mile    |              |

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**SERVICES AGREEMENT WITH**

**Contractor**

**(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and \_\_\_\_\_, (“Contractor”) for on-call truck scale calibration, maintenance, and repair services as described in ITB No. 24/32/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

**1. SCOPE OF SERVICES**

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor’s Bid for ITB No. 24/32/B.

**2. STANDARDS OF PERFORMANCE; LICENSES**

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed \_\_\_\_\_ (\$X,XXX.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth on the Contractor's bid form in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

#### **4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

#### **5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2024, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

#### **6. TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable

from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. **ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that

appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

**13. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**15. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

**16. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**18. AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

**19. SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**21. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**22. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

**AGENCY:** Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Fax: (505) 424-1839  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:**

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed

*Services Agreement for On-Call Truck Scale Services and Repairs* *Page 25*

with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**23. WARRANTY**

All services, equipment, materials, parts or supplies provided by Contractor shall be covered by the most favorable commercial warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Contractor. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

**24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and criminal

penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Michael Garcia  
Chairperson

\_\_\_\_\_  
Date:

**ATTEST:**

\_\_\_\_\_  
Kristine Bustos Mihelcic  
Santa Fe City Clerk

\_\_\_\_\_  
Date:

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

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Nancy R. Long  
Agency Attorney

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Date:

**EXHIBIT A**

**Scope of Services**

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** October 16, 2023  
**Subject:** Request for Approval of Services Agreement with Nebula Advisors, LLC / Horizons of New Mexico for Janitorial Services Under the New Mexico State Use Act, 13-1C-1 NMSA 1978, in the Amount of \$40,115.84

## SUMMARY

The Agency is requesting the Board approve the Services Agreement (Agreement) with Nebula Advisors, LLC / Horizons of New Mexico for janitorial services under the New Mexico State Use Act, 13-1C-1 NMSA 1978.

Under the terms of the Agreement, Nebula Advisors has agreed to provide janitorial services for \$40,115.84.

The service term of the Agreement is November 1, 2023 through June 30, 2024. Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

Horizons of New Mexico, a designated central nonprofit agency under the State Use Act, is the certifying party for Nebula Advisors and will act as the liaison between Nebula Advisors and the Agency for invoicing and payment and assist in resolving any disputes.

Funding is available from 8100851.510310 and 8100852.510310 (Service Contracts).

## BACKGROUND

The New Mexico Procurement Code, NMSA 1978, §13-1-98Z exempts the procurement of certain services, such as janitorial services from community rehabilitation programs or qualified individuals.

The Agency has five buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT).

Nebula Advisors will perform janitorial services at the following locations five days each week with noted exceptions:

- Caja del Rio Administration Building
  - Conference room
  - Two bathrooms
  - General office area
  - Two offices

- Caja del Rio Maintenance Shop Building
  - Supervisor’s office
  - Break room
  - Two bathrooms with lockers and showers
  - Parts room
  - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)
  
- BuRRT Administration Building
  - The entire building with tiles, including the reception area and hallways
  - Three offices
  - Two bathrooms with lockers and showers
  - Kitchen
  - Conference room
  
- BuRRT HHW Collection Center Building (Once a week)
  - Office
  - Bathroom
  
- BuRRT Scale House (Once a week)
  - Office area
  - Two bathrooms

Table 1 exhibits the pricing by Nebula Advisors and Horizons of New Mexico for janitorial services for eight months.

Table 1. Nebula Advisors / Horizons of New Mexico Pricing for November 1, 2023 – June 30, 2024.

| Service Location      | Monthly Base Price | Horizons 5% Fee | NMGRT     | Monthly Total Price | No. of Months | Total Price |
|-----------------------|--------------------|-----------------|-----------|---------------------|---------------|-------------|
| Caja del Rio Landfill | \$2,976.20         | \$148.81        | \$204.61  | \$3,329.62          | 8             | \$26,636.96 |
| BuRRT                 | \$1,488.55         | \$74.42         | \$121.88  | \$1,684.86          | 8             | \$13,478.88 |
| Total                 | \$4,464.75         | \$ 223.23       | \$ 326.49 | \$5,014.48          | 8             | \$40,115.84 |

The Agency maintains a clean workplace, including the buildings, for its employees and customers. The Agency performs numerous operations at each of its facilities where staff, customers, and contractors encounter dirt and other potentially hazardous and infectious materials that can be left behind in the buildings.

## **ACTION REQUESTED**

The Agency requests Board approval of the Services Agreement with Nebula Advisors/Horizons of New Mexico to provide janitorial services for \$40,115.84.

Attachment: Services Agreement with Nebula Advisors/Horizons of New Mexico

M:\Memo\101623.3

**ATTACHMENT 1**

**Services Agreement**  
**with**  
**Nebula Advisors / Horizons of New Mexico**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT WITH  
NEBULA ADVISORS/HORIZONS OF NEW MEXICO  
(Janitorial Services - 2023)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”), Nebula Advisors, LLC (“Contractor”) and Horizons of New Mexico (“Certifying Party”) for janitorial services as described below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

**RECITALS**

**WHEREAS**, the Agreement is in accordance with the provisions of the New Mexico Procurement Code, NMSA 1978, §13-1-28 through §13-1-199 pursuant to NMSA 1978, §13-1-98Z for procurement of services from community rehabilitation programs or qualified individuals pursuant to the State Use Act [13-1C-1 to 13-1C-7 NMSA 1978]; and

**WHEREAS**, under the terms of the Agreement, Contractor has agreed to provide janitorial services for the Agency; and

**WHEREAS**, the Certifying Party is a designated central nonprofit agency under the State Use Act; and

**WHEREAS**, the Certifying Party has agreed to act as the liaison between the Contractor and Agency for invoicing and payment and provide assistance in the resolution of any disputes; and

**THEREFORE**, the parties agree as follows:

**1. SCOPE OF SERVICES**

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A.

**2. STANDARDS OF PERFORMANCE; LICENSES**

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Forty Thousand One Hundred Fifteen Dollars and Eighty-Four Cents (\$40,115.84).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. The Certifying Party shall submit invoices to the Agency.

D. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing the services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

E. Invoices containing reimbursement expenses, if any, shall be itemized.

F. Payment to the Contractor shall be made through the Certifying Party.

**4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon

written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

**5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2024, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**6. TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

**8. CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

**9. CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

**10. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

**13. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or

owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**15. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

**16. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from

this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**18. AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

**19. SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**21. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. **NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

**AGENCY:** Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Michael Segura  
CEO/Owner  
Nebula Advisors, LLC  
521 Pinon Vista Street  
Santa Fe, NM 87501  
Email: msegura@nebulaadvisors.com

**CERTIFYING PARTY:** Matt Loehman  
Executive Director  
Horizons of New Mexico  
6121 Indian School Road NE, Suite 102  
Albuquerque, NM 87110  
Email: mloehman@horizonsofnewmexico.org

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

C. Any party may change its address for purposes of this section by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Michael Garcia  
Chairperson

\_\_\_\_\_  
Date:

**ATTEST:**

\_\_\_\_\_  
Geraldyn Cardenas  
Interim Santa Fe City Clerk

\_\_\_\_\_  
Date:

**CONTRACTOR:**

\_\_\_\_\_  
Michael Segura  
CEO/Owner  
Nebula Advisors, LLC

\_\_\_\_\_  
Date:

**CERTIFYING PARTY:**

\_\_\_\_\_  
Matt Loehman  
Executive Director  
Horizons of New Mexico

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

**Scope of Services  
for  
Nebula Advisors/Horizons of New Mexico**

## SCOPE OF SERVICES

### JANITORIAL SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

The Santa Fe Solid Waste Management Agency (Agency) aims to obtain the following goals for this Services Agreement:

The Agency has five buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt, mud and other materials that may have an impact on their health.

Contractor affirms that they have the expertise and the appropriate resources to perform the janitorial services.

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the janitorial services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the janitorial services.

Contractor shall clean the following five buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
  - Conference room
  - Two bathrooms
  - General office area
  - Two offices
  
- Caja del Rio Maintenance Shop Building
  - Supervisor's office
  - Break room
  - Two bathrooms with lockers and showers
  - Parts room
  - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)
  
- BuRRT Administration Building
  - The entire building with tiles, including the reception area and hallways
  - Three offices
  - Two bathrooms with lockers and showers
  - Kitchen
  - Conference room

- BuRRT HHW Collection Center Building (Once a week)
  - Office
  - Bathroom
  
- BuRRT Scale House (Once a week)
  - Office area
  - Two bathrooms

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday.

The five-day janitorial schedule for the Landfill shall be Monday through Friday of each week. The five-day janitorial schedule for the BuRRT facility shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is an observed holiday, other closure or a need by the Contractor for that work week.

For safety and security purposes, the janitorial services must start at 5:30 p.m. Monday through Friday. The janitorial services for Sunday may start as early as 8:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all janitorial supplies to the Contractor. In order not to hinder janitorial services, Contractor shall make requests in advance for more janitorial supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility's gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone's safety.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale House at the BuRRT facility, the Contractor shall perform the janitorial services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the janitorial services performed. Contractor's notes may be added for the Agency's review (Appendix A).

Certifying Party shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for janitorial services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

A request by the Contractor for price adjustment is subject to approval by the Agency. Certifying Party shall submit to the Agency sufficient justification to support the Contractor's request.

**APPENDIX A**  
**Daily Cleaning Checklist**

## Daily Cleaning Checklist

This checklist must be initialed by the staff cleaning the selected buildings at both Caja del Rio (admin offices and maintenance shop – daily, 5 days per week, Sunday through Thursday) and Buckman Road Recycling and Transfer Station (admin offices – daily, 5 days per week, Sunday through Thursday; and the HHW Collection Center and BuRRT Scale House – once a week).

\_\_\_\_\_  
Cleaner Signature

\_\_\_\_\_  
Date

**CHECKLIST MUST BE SUBMITTED DAILY FOR EACH FACILITY. COPIES SHOULD BE LEFT IN SPECIFIED OFFICES.**

### DAILY TASKS

#### **All Buildings/Facilities**

- Empty trash and replace liners. Leave all full bags by the front doors.
- Collect all rubbish, papers, bottles etc., from front entrances and between buildings.
- High dust for cobwebs.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all horizontal surfaces.
- Clean all drinking fountains at a high level of sanitation
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize all phone handles, doorknobs and light switches.
- Vacuum all carpets, mats and hard floors.
- Disinfect and wet-mop (no dust mop) all hard floors.
- Ensure all areas are cleaned and arranged in a tidy fashion prior to leaving.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.

#### **Conference Rooms**

- Disinfect and wipe down the table and chairs.
- Vacuum and wet mop floors.
- Spot clean windows.

#### **Kitchen Areas/Break Rooms**

- High dust for cobwebs and dust light fixtures.
- Disinfect and wipe down all horizontal surfaces, including tables, chairs and countertops.
- Tidy up items that are remaining on counters, such as sweeteners, condiments, etc.
- Wipe down the outsides of cabinets and clean sinks.
- Clean inside and outside of the coffee pot(s) and microwave(s).
- Wipe fingerprints from light fixtures and door handles.
- Vacuum or clean seating areas of debris.
- Empty trash and replace liners. Leave all full bags by the front doors.

## **Restrooms**

- High dust for cobwebs and dust light fixtures.
- Empty trash bins, replace liners and wipe.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels, hand dryers and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Clean showers
- Disinfect and clean all urinals and toilets inside and out.
- Sweep and wet mop all floors with a disinfectant cleaner.
- Replenish toilet supplies (e.g., hand soap, paper towels, toilet paper) as needed to maintain an adequate supply.

## **Shop (Caja del Rio)**

- Sweep, wet mop the first section of the shop floor from door to door.
- Dust, wet mop and clean the Parts Room.

## **WEEKLY TASKS**

### **All Buildings/Facilities**

- Clean all interior glass windows.
- Vacuum all air vents.
- Empty recycling bins. Leave all full bags by the front doors.

### **HHW Building (BuRRT) – Office and Restroom Only**

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all horizontal surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilet inside and out.

### **BuRRT Scale House – Office and Restrooms Only**

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all horizontal surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

### **QUARTERLY TASKS**

#### **All Buildings/Facilities**

Clean all exterior glass windows.

**APPENDIX B**

**Fee Schedule**



6121 Indian School Rd. NE Suite 102 Office: 505.345.1540  
 Albuquerque, New Mexico 87110 Fax: 505.345.2303

October 12, 2023

Randall Kippenbrock  
 Santa Fe Solid Waste Management Agency  
 149 Wildlife Way  
 Santa Fe, NM 87506  
 Office: (505) 424-1850 x 100  
 Email: [rkippenbrock@sfswma.org](mailto:rkippenbrock@sfswma.org)

**Subject: Janitorial Services for Caja de Rio Landfill and Buckman Road Recycling and Transfer Station – REVISED II**

Dear Mr. Kippenbrock,

Horizons of New Mexico, on behalf of our member business, Nebula Advisers, is pleased to provide our proposed pricing for janitorial services at Caja de Rio Landfill and Buckman Road Recycling and Transfer Station.

Our pricing is as follows:

| Service     | Monthly Base Price | Horizons 5% Fee | NMGRT                 | Monthly Total Price | # of Services | Annual Total Price |
|-------------|--------------------|-----------------|-----------------------|---------------------|---------------|--------------------|
| Caja de Rio | \$2,976.20         | \$148.81        | \$204.61<br>(6.875%)  | \$3,329.62          | \$            | \$26,636.96        |
| Buckman     | \$1,488.55         | \$74.42         | \$121.88<br>(8.1875%) | \$1,684.86          | \$            | \$13,478.88        |

Our pricing is based upon the following assumptions:

- Accounts Payable contact information must be provided prior to any commencement of work.
- Horizons of New Mexico shall provide invoicing to your Agency.
- Services shall commence after Horizons of New Mexico receives a confirming Purchase Order from the Agency.
- Service Term: November 1, 2023 – June 30, 2024
- Submit PO to Horizons of New Mexico