

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 03/25/15
ITEM FROM FINANCE COMMITTEE MEETING OF 03/16/15**

ISSUE:

11. Request for Approval of Procurement Under State Price Agreement – City-Wide Data and Phone Cabling Services for ITT Department; HEI, Inc. (Renee Martinez)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Approved procurement under state price agreement for city-wide data and phone cabling services for ITT department with HEI, Inc. in the projected amount of \$75,000.

FUNDING SOURCE: various funds

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: February 23 2015
TO: Finance Committee
FROM: Robert Rodarte, Officer
Purchasing Department
VIA: Oscar S. Rodriguez, Director
Finance Department

SUMMARY: Procurement of Data and Phone Cabling Services:
Method: State Price Agreement # 20-000-00-0075AH:
Vendor: HEI Inc: (Albuquerque)

The ITT Department is requesting approval to use the aforementioned State Price Agreement for City Wide procurement of Data and Phone Cabling Services. HEI Inc, is one of the authorized vendors on this State Price Agreement.

Purchase History with HEI Inc:

Year ending 6/30/2015	\$27,235.36 (as of 2/9/2015) projected \$75,000
Year ending 6/30/2014	\$88,278.55
Year ending 6/30/2013	\$11,349.50

This State Price Agreement is scheduled to renew in July 2015. We are requesting approval to utilize this contract for year ending June 30, 2016, once State Purchasing approves the renewal.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

Funding for this type of procurement is available and budgeted annually in the respected Business Units that require this type of service.

ACTION REQUESTED:

It is requested that this purchase award to HEI Inc, from State Price Agreement # 20-000-00-0075AH, in the approx. amount of \$75,000 for year ending 6/30/2015, be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Copy of Price Agreement

City of Santa Fe, New Mexico

memo

DATE: February 05, 2015

TO: Finance Committee/City Council

VIA: Oscar Rodriguez, Finance Department Director *OR*
Robert Rodarte, Purchasing Officer *RR*
Renée Martínez, ITT Department Director *RM*

FROM: Yodel M. Catanach, Telecommunication Specialist *YMC*

RE: **Approval to Purchase Data and Phone Cabling Services from HEI over \$50,000 in FY14-15 using a State Price Agreement**

SUMMARY:

The ITT Department is requesting approval to procure data and phone cabling services from HEI via a State Pricing Agreement. HEI has a proven track record of high quality and on schedule data and phone line installations for the City as Departments modernize their offices and facilities for technology use. The ITT Department anticipates using HEI to upgrade data networking capabilities in the Main Library in the near future. The costs may exceed a total \$50,000 for the current fiscal year. The State Pricing Agreement with HEI is listed below and attached for reference to this memorandum.

<u>VENDOR</u>	<u>STATE PURCHASING AGREEMENT</u>	<u>FY 13/14 (total)</u>	<u>FY 14/15 (to date)</u>
HEI	20-000-00-0075AH	\$ 88,278.55	\$ 27,235.65

ACTION:

Please approve this memorandum to authorize payments for FY 14/15 for HEI. ITT purchases equipment and services on behalf of all City Departments, funding would be charged to various business units. Thank you for your assistance on this matter.

Invoice Date	Purchase C	Invoice Number	Gross Amount	Vendor	Supplier Number
10/31/2014	14153874	43833	9,225.69	HEI	230773
10/21/2014	14153731	43791	535.52	HEI	230773
10/21/2014	14153622	43796	490.27	HEI	230773
09/10/2014	13150227	43687	9,060.55	HEI	230773
10/14/2014	14152642	43781	1,488.99	HEI	230773
09/29/2014	13148802	43751	611.63	HEI	230773
09/09/2014	14151540	43682	3,979.83	HEI	230773
07/30/2014	13151164	43588	1,843.17	HEI	230773
			<u>27,235.65</u>		
06/30/2014	13147836	43561	39,166.30	HEI	230773
06/05/2014	13148687	43509	30,559.39	HEI	230773
05/14/2014	13140832	43451.	529.38	HEI	230773
05/14/2014	13140832	43451.	1,856.22	HEI	230773
05/14/2014	13147156	43451	2,461.47	HEI	230773
05/12/2014	13149930	43427	1,459.38	HEI	230773
05/12/2014	13148610	43428	486.51	HEI	230773
04/01/2014	13148248	43315	611.63	HEI	230773
02/26/2014	13147156	43256	956.69	HEI	230773
02/26/2014	13147156	43254	1,428.91	HEI	230773
02/11/2014	13140832	2838	470.62	HEI	230773
12/05/2013	13142205	43006	461.69	HEI	230773
08/27/2013	13140022	42794	1,419.12	HEI	230773
11/12/2013	13143050	42937	3,554.64	HEI	230773
11/12/2013	13144209	42936	1,806.71	HEI	230773
09/23/2013	12141314	42851	45,693.75	HEI	230773
12/20/2013	13146060	43046	1,175.27	HEI	230773
12/05/2013	13143656	43005	1,356.93	HEI	230773
11/13/2013	13145076	42946	834.13	HEI	230773
11/13/2013	13145076	42945	463.94	HEI	230773
11/13/2013	13142563	42944	442.78	HEI	230773
09/23/2013	13141516	42852	1,438.69	HEI	230773
			<u>138,634.15</u>		



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
000052470
HEI, Inc. ✓
PO Box 31310
Albuquerque, NM 87190

Telephone No (505) 880-1819

Price Agreement Number: 20-000-00-00075 AH

Price Agreement Amendment No.: Three

Term: July 16, 2012 - July 15, 2015 ←

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

Procurement Specialist: Teri Arevalo *TA*

Telephone No.: (505) 827-0266

Invoice:
As Requested

Title: Low Voltage Wiring Products and Services (Premise Distribution Systems)

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 16, 2014 to July 15, 2015 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Teri Arevalo

New Mexico State Purchasing Agent

Date: 6/20/2014

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico 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).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 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.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

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

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror 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 during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information <http://www.insurenemexico.state.nm.us/default.aspx>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For purposes of this New Mexico Employees Health Coverage Form, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Offeror who performs the majority of the employee's work for Offeror within the State of New Mexico, regardless of the location of Offeror's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Signature of Offeror: _____ Date _____

New Mexico Employees Health Coverage

A. If 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 during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico 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. These records are subject to review and audit by a representative of the state.

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C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph 21, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

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

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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The State of New Mexico, General Services Department, State Purchasing Division (SPD) has requested proposals and awarded this Statewide Price Agreement on behalf of the New Mexico Department of Information Technology (DOIT) and other procuring agencies for qualified (Industry Standard) Low Voltage Wiring Products and Services (aka Premise Distribution Systems) to include cable, wiring, related hardware and installation services. Requirements will include vendor pricing established through the Equipment and Services Schedule(s) (ESS) by manufacturer. ESS refers to a complete list, grouped by eight (8) major product categories for five (5) State Zones (see attached map), of the products and services provided by the contractor which consists of an item number, item description and the Agency's price for each product or service. The categories are: Paging Systems, Inside Wiring Systems, Outside Cabling Systems, Video Surveillance Systems, Fire Alarm Systems, Wireless Systems, Video/Audio Conference Systems, and Access Control Systems.

Vendor	Categories	Zones	Emergency Contact Info
HEI Vendor Number: (0000052470) P.O. Box 31310 Albuquerque, NM 87190 Contact: Will Humbard 505-880-1819 will@heinm.com	Paging Inside Wiring Outside Cabling Video Surveillance Fire Alarm Wireless Access Control	All	Will Humbard 505-980-9402 Ralph Evans 505-980-9401 Ronney Sluga 505-553-5431 Fred Phillips 505-980-9470 Neil Hurd 505-710-7226 Debbie Lisotto 505-980-9008

SUMMARY SCOPE OF WORK

The scope of work consists of making available a broad range of copper, fiber, radio and infrared-based communications circuitry and networks, inter-connectivity equipment and related products and support services for the State of New Mexico to be provided by qualified entities. Inside and outside premise wiring is required. Projects covered under this Price Agreement will range in size and complexity. This includes projects ranging from as small as, installing or removing jumpers, or as complex as complete reconfiguration of an entire cabling/wiring system serving a campus complex. Outdoor trenching, buried utilities locations services, burying cable, sod, concrete and asphalt restorations, may also be required, as may aerial cable work. Other services that are to be included are linking distribution systems such as hubs, switches, converters, concentrators, MAU's (Multiple Access Units), security systems, paging systems, video, wireless systems, and other intelligent devices completing a system. The type of wiring will not be limited to communications, but will include all low voltage connections such as used for paging and public address systems, environmental and intrusion alarms, fire and security systems, and other special purpose requirements. (Examples: AC electrical outlets for telecommunications, computer devices or equipment. All items not specifically identified in the resulting Price Agreement must receive prior approval from State Purchasing).

SCOPE OF PROCUREMENT

The goal of this procurement is to establish a time and materials price agreement in the form of an Equipment and Services Schedule (ESS). This will be accomplished on a competitive basis with one or more qualified Bidders who will supply the Department of Information Technology and other procuring agencies with Premise Distribution Systems equipment, services and related hardware. Projects may include voice grade twisted pair, data grade twisted pair, optical fiber, coaxial cable, local area networks, aerial cabling, buried cabling and wireless networks.

It is the intent to only include the items and services contained in this RFP. Individual scope(s) of work must be specific containing deliverables and services provided as listed in the resulting Price Agreement.

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For the purpose of this procurement, services will include obtaining permits, cooperating with State inspectors, collaborating with state project engineers, IT staff, performing installation, locating buried utilities, reconfiguration and removal work, and providing maintenance and related support. Hardware will include specialized cable assemblies, wire, cable, adapters, intermediate distribution frames, patch panels, backboards, terminal blocks, surge protector devices, jacks, faceplates, copper and fiber interfaces, twisted pair interfaces (hubs, switches, converters, transceivers, terminal services, concentrators) and related items. Advanced technologies such as wireless intra-building systems may be utilized. Fiber Distribution Data Interface (FDDI), and may be included as optional. Also intelligent Premise Distribution Systems using a computer device to control the premise wiring system can be included as optional equipment. This can include video or data security systems and PA Systems.

The Price Agreement will contain the Contractor's commitment to offer services on a zone basis, on an emergency basis, and willingness to respond to contract vendor requests when such requests are originated by authorized Procuring Agencies.

This procurement may result in a multi-source award. It is restricted to low voltage wire, cable, related hardware and services. Excluded are telephone PABX's, key and hybrid systems, long haul point to point radios, large backup power units, computers, file servers, and related services not administering the low voltage wire, cable, related hardware and services system. This procurement is not exclusive for all wiring and cable work. Wire and cable work associated with other systems (such as PABX's, voice messaging, key systems, data wiring systems, etc.) may be performed either in accordance with such systems contractors with contracts resulting from this RFP, at the determination of the procuring agency.

Routers and related wide-area network devices are specifically excluded from the scope of this procurement.

The State Purchasing Agent reserves the option of renewing the price agreement (s) on an annual basis for (7) seven additional years or any portion thereof. In no case will the price agreement (s), including all renewals thereof, exceed a total of (8) eight years in duration.

Updates to the ESS will be allowed quarterly by product type (if necessary).

Any inquiries or request regarding this procurement should only be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the State of New Mexico.

PROCUREMENT MANAGER

Rick Muniz
1100 St Francis Drive Room 2016
Santa Fe, NM 87505
505-827-0521
Rick.muniz@state.nm.us

Any inquiries or requests regarding the technical aspects (state and local codes and specifications) of this Price Agreement should be submitted to:

Rick Faris
IS Telecommunications Engineering Specialist
Department of Information Technology
Rick.faris@state.nm.us

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General Specifications - Applies To All Categories

1. Licensing

Offerors are required to provide and maintain a valid current New Mexico Business License.

2. Subcontractors

The primary contractor must be wholly responsible for the entire performance whether or not subcontractors are used. Procuring agencies will make payments to only the prime contractor. Subcontractors require the same applicable licensing and insurance coverage as the primary contractor.

The contractor must not subcontract any portion of the services to be performed under this agreement without the prior written approval of the specific Procuring Agency. Whenever the use of subcontractors is approved, the contractor must remain solely responsible for the performance of this agreement and all payments to Sub Contractors.

3. Federal Communications Commission Certification

All equipment identified in the bidder's bid or included in the Equipment and Services Schedule (ESS) must have been certified to comply with the radio emission limits for Class A or B devices by the Federal Communications Commission (FCC) at the time of bid submission or addition to the ESS. Falsely claimed or expired FCC certifications are grounds for disqualifying a bidder's bid or for termination for causes of any contract resulting from this procurement.

4. After-Hour Work

Bidders must be willing to accomplish work outside normal business hours (Mon-Fri, 8am to 5pm) as required.

5. Equipment and Services Schedule

Bidders must submit a (CD-ROM) version of their ESS with the bid response. This ESS must include comprehensive materials and labor pricing. All equipment and labor pricing must include all delivery charges, travel charges and training charges anticipated for the work being bid.

6. Emergencies

The Contractors must respond to emergencies. (twenty-four (24) hours by seven (7) days a week).

Awarded Contractor must provide an emergency contact phone number and at least one backup number.

First response must be made at a minimum of one (1) hour.

Awarded Contractor must be on site(s) at a minimum of four (4) hours.

For each specific incidence, Awarded Contractor must provide a telephone contact to respond to changing or emergency situations.

7. Wiring Specifications

a. Contractors must meet the current New Mexico Department of Information Technology "Standard for Building and Campus Distribution Systems" including state and local codes. Specifications.

b. Contractors must provide proof to Procuring Agency that all Wiring Specifications are met. This must be provided (at a minimum) through electronic media. Testing must be produced by an approved, and recently calibrated, UTP and/or Fiber Cable Tester.

Offerors must provide proof, to requesting agency, that all equipment performs as required. This must be provided through electronic media. The check list must indicate that all elements were tested at completion.

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8. Coordination

The Offeror must coordinate all work with the Department of Information Technology, Project Engineer, Project Architect or procuring agency contact person with the General Contractor including the start of the communications wiring.

9. Point of Contact

The current RCDD may be required to be the single point of contact for specific projects and/or installations.

10. Customer Relations

Bidder must provide a single business contact to handle the agencies' accounts. In addition, an operational contact must be available twenty-four (24) hours a day, seven (7) days per week, for trouble reporting.

11. Cost Quote

Cost quotes must include the Price Agreement number and be provided at a maximum of five (5) days after a valid written or email request has been made by the procuring Agency, products and services must be available under the current approved ESS. Cost Quotes shall be provided at no cost to the Procuring Agency and must adhere to prevailing wage rates when applicable.

12. Impracticality of Performance

A party must be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance must not be deemed a default or grounds for termination.

13. Records and Audit

During the term of this agreement and for three (3) years thereafter, the contractor must maintain detailed records pertaining to the services rendered and products delivered. These records must be subject to inspection by the procuring agency, the Department of Finance and Administration, the State Auditor and appropriate federal authorities. The procuring agency must have the right to audit billings both before and after payment. Payment under this agreement must not foreclose the right of the procuring agency to recover excessive or illegal payments.

14. New Mexico Business Location

The contractor agrees to maintain for the life of this agreement a bona-fide place of business located within the state of New Mexico to provide service, replacement parts and support to procuring agencies. 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 sixty (60) days of award and agrees not to accept any purchase orders until such time as the business location has been established.

15. Technical Support

The contractor agrees to maintain a technical support telephone line, staffed at a minimum from 8:00 A.M. to 5:00 P.M. Mountain Time during business days for the State of New Mexico. The line must be accessible to procuring agency personnel who wish to obtain competent technical assistance regarding the installation or operation of products purchased by the procuring agency.

16. Maintenance Agreement

The contractor must provide a procuring agency the opportunity to enter into a maintenance agreement in order for the procuring agency to protect its investment and keep its equipment in good working condition.

17. Authorized Dealer Status

For all products where the contractor is not the product's manufacturer, the contractor agrees to maintain authorized dealer status for all products listed on the ESS. In addition the contractor agrees to supply proof of authorized dealer status with the submission of ESS new product additions. If the product manufacturer does not normally offer authorized dealer status, the SPA may waive the requirement for a specific product or list of products based upon contractor-supplied proof of that fact.

18. Equipment Maintenance Service

Equipment maintenance prices must be listed in the ESS.

19. On-Site Service

The contractor must provide on-site service at a procuring agency's equipment location for equipment so designated in the ESS.

Before requesting on-site service, a procuring agency must perform problem determination procedures, including diagnostic testing, in accordance with instructions furnished by the contractor.

A procuring agency must provide the contractor with reasonable access to the equipment and adequate space and facilities to provide service.

Replaced equipment and parts become the contractor's property.

20. Off-Site Service

The contractor must provide off-site service at a Central Repair Service ("CRS") facility for equipment so designated in the ESS.

A procuring agency must remove all programs (excluding any manufacturer-supplied permanently embedded microcode), data, and storage media not requiring service, non-contractor attachments and non-contractor alterations from equipment before delivering it to the contractor for service.

A procuring agency is responsible for implementing appropriate safeguards for protecting or recreating any data which might be destroyed through equipment malfunction or otherwise.

Replaced equipment and parts become the contractor's property.

The contractor agrees to accept for service any equipment that is currently listed or has been listed on the ESS during the term of this agreement. The contractor agrees to complete such service or repairs on a time and materials basis upon receipt of a valid purchase order.

21. Site Preparation

A procuring agency must prepare and maintain its site in accordance with written instructions furnished by the contractor prior to the scheduled delivery date of any equipment or service and must bear the costs associated with the site preparation.

22. Licensing and Permits

Contractor agrees to be responsible for obtaining any required permits, work inspections, and contractor and contractor's employee licensing and certifications which may be required for all individual projects covered under this contract and to further produce copies to the Procuring Agency.

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23. Compliance with Codes, Regulations, and Standards

Contractor agrees to insure that all cable, wire, and related items and equipment installed by the Contractor must comply with all National, State, and local regulations governing such installations. The Contractor further agrees to insure that 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. 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.

24. Shipments and Risk of Loss

The contractor must ship all products Free On Board (F.O.B.) destination. Except for loss or damage directly attributable to the negligence of a procuring agency, the contractor must bear all risk of loss or damage until products have been accepted by the procuring agency. Destination charges must be included in the product price on the ESS. Procuring agencies must be advised of any destination charges prior to the contractor's acceptance and processing of a purchase order.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor must be returned also. The contractor must bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency.

Unless otherwise agreed upon by the procuring agency, the contractor is responsible for the pick-up of returned equipment. Software and documentation will be returned via parcel post at the expense of the procuring agency.

25. Warranties

The contractor must provide a procuring agency with the following warranties:

Published Specifications - The contractor warrants that all products, in their unaltered form, which are provided under this agreement, will perform in accordance with the manufacturer's published specifications.

Compatibility - The contractor warrants that all equipment and services provided under this price agreement will be compatible with existing systems. Compatibility means the ability to function or operate without errors. Unless otherwise specified, all equipment must operate using a standard USA 120 VAC, 60 Hz power source.

The contractor warrants that all software provided under this agreement will operate under the Premise Distribution Systems operating systems environment and must provide the most current software release, at the time of installation, for all applicable equipment.

The contractor warrants that all equipment purchased under this agreement will be new or refurbished and undamaged and will be free from defects in material and workmanship.

The warranty period must be the greater of one year or the manufacturer's standard U.S. Warranty. The period begins on the date of acceptance by the procuring agency.

Unless otherwise agreed upon by the procuring agency, warranty service will be performed on site at no additional cost to the procuring agency.

Software - The contractor warrants that all software provided under this agreement will be the most current release, new, undamaged and will perform in accordance with the software product description. The warranty period for software products is the manufacturer's standard warranty period or other period as specified in the ESS. The period begins on the date of acceptance.

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Limitations of Warranty - The warranties provided above are limited warranties and do not apply to:

Conditions resulting from improper use of the software or operation of the equipment outside the specified environmental conditions, or

Conditions resulting from causes external to the software or equipment after delivery, or conditions resulting from modifications to equipment or software other than modifications performed by the contractor.

Contractor Warranty - The contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with the service description applicable at the time of the order. All repairs are warranted for at least ninety (90) days for labor and one (1) year on materials.

The contractor agrees that at least one on site technician will be manufacture certified for the installation, maintenance and repair of products. These services may be provided by the manufacturer, by a qualified and SPA approved subcontractor, or by a manufacturer certified employee of the contractor.

Remedies - Subsequent to acceptance, the procuring agency must notify the contractor if any products provided under this agreement are not in good working order during the warranty period. The contractor will, at its option, either repair or replace any products not in good working order **without charge to the procuring agency.**

Manufactures Warranties - The contractor agrees to provide to the procuring agency copies of all applicable manufacturer's warranty terms and registration materials.

Disclaimer of Warranties - The above warranties are exclusive warranties and no other warranty expressed or implied shall apply.

26. Administration Reporting and Fees

The Contractor agrees to provide a central point of contact to meet this requirement to include their email address and phone number and provide at a minimum, quarterly periodic utilization reports to include all products and services delivered under this Price Agreement to the State Purchasing Agent in accordance with the following schedule:

<u>Period End</u>	<u>Report Date</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The periodic report shall include the net (gross sales minus returns) sales for the period subtotaled by Procuring Agency name. The report shall be accompanied with a check payable to State of New Mexico, State Purchasing Division for an amount equal to one-half of one percent (0.005) of the net sales for the period.

The utilization reports shall be submitted to the Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format.

If requested by the Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed to electronic media in a mutually agreed format.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of this Agreement or termination of this Agreement for cause.

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27. Per Diem and Mileage Rates

Contractors may be reimbursed a maximum Per Diem Rate of \$85.00 per night and a maximum Mileage rate of \$.40 per Mile. Contractors may request reimbursement at or below these rates.

28. Background Checks

Offeror must agree to provide Criminal Background Checks as requested by the Procuring Agency.

29. Training

Offeror must provide training description and costs on all applicable equipment. Cost of this training must be included in ESS pricing for the equipment.

30. Disclosure Regarding Responsibility

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

Have within a three (3) year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal Criminal Tax Law, or receiving stolen property.

Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

Have preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds three thousand dollars (\$3,000.00) of which the liability remains unsatisfied.

1. Taxes are considered delinquent if both of the following criteria apply:

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c. Have within a (3) three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

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A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

31. Performance Measures

As a result of the 1999 Accountability in Government Act, enacted by the New Mexico State Legislature, all programs providing services funded through contracts with state government must be held accountable through the establishment of specific performance outcome measures that will be negotiated and included for services. This will also include "Standard for Building and Campus Distribution Systems". Attachment 1 may be completed by the Procuring Agency to be accompanied with the Purchase Order.

32. Category Specific Mandatory Specifications

Mandatory Specifications for Paging Systems Category (1)

1. Technical Staff

Offerors must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience in installing Paging systems.
- b. At least one (1) technician certified (manufacturer specific to products being offered) and having two (2) years' experience in installing and maintaining paging systems.

2. System Warranties and Maintenance

Warranties must be provided within sixty (60) days of a completed installation.

- a. Awarded contractor must provide at least one (1) year warranty for parts and labor.
- b. Awarded Contractor must provide the option for an extended warranty and/or maintenance agreement.

3. As-Builts

As-built cable layout drawing(s) must be provided on all outside plant installations as requested by the Procuring Agency.

These must include:

- a. Cable footages and gauges.
- b. All access point locations.
- c. All speaker locations
- d. All conduit runs including sizes.

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Mandatory Specifications for Inside Wiring Category (2)

1. Technical Staff

Offerors must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience, trained and certified to install and terminate Fiber and Category 5e and 6 Cabling Systems.
- b. At least one (1) Registered Communications Distribution Designer (RCDD). The RCDD may be employed on a contract basis but must be available for the duration of this contract on an as-needed basis.
- c. At least one (1) employee with an EE98 Electrical License. This may be contracted but must be available for the duration of this contract on an as needed basis.

2. Premise Distribution Warranties

- a. Warranties must be provided with sixty (60) days of a completed installation.
- b. Offeror must provide at least one (1) year warranty for parts and labor.
- c. Offeror must be able to provide a minimum of twenty (20) year manufactures warranties for any new Category 5e, 6, 6a and 7 installations and show the length of time Bidders will warrant the wire system.

3. As-Builts

As-built cable layout drawing(s) of a floor plan must be provided on all inside installations including:

- a. Cable runs and footages
- b. All locations and numbers of jacks, blocks and miscellaneous hardware.
- c. All conduit runs that bidder installs, including sizes.

Mandatory Specifications for Outside Cabling Category (3)

1. Technical Staff

Offerors must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience, trained and certified to install and terminate fiber and copper cabling systems.
- b. At least one (1) Registered Communications Distribution Designer (RCDD). The RCDD may be employed on a contract basis but must be available for the duration of this contract on an as needed basis.
- c. At least one (1) employee with at least two (2) years' experience with splicing both copper and fiber cables.

2. Premise Distribution Warranties

- a. Warranties must be provided within sixty (60) days of a completed installation. Bidder must provide at least one (1) year warranty for parts and labor.

3. As-Builts

As-built cable layout drawing(s) must be provided on all outside plant installations. These must include:

- a. Cable footages and gauges.
- b. All pedestals, access points and pull boxes including the sizes and locations.
- c. All conduit runs including sizes.

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Mandatory Specifications for Video Surveillance System Category (4)

1. Technical Staff.

Offerors must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience in installing and terminating fiber and copper cabling systems.
- b. At least one (1) technician certified and having two (2) years' experience in the following:
CCTV systems (analog and digital), including all supporting hardware.
Access Systems, including all supporting hardware.
Installing and terminating Fiber, Coax and Category 5e and 6 UTP cabling systems and other manufacture required cable.

2. System Warranties and Maintenance

- a. Warranties must be provided within (60) sixty days of a completed installation.
- b. Bidder must provide at least (1) year warranty for parts and labor.
- c. Bidder must provide the option for an extended warranty and/or maintenance agreement

3. As-Builts

As-built cable layout drawing(s) must be provided on all outside plant installations including:

- a. Cable footages and gauges.
- b. All access point locations.
- c. All conduit runs including sizes.

Mandatory Specifications for Fire Alarm Systems Category (5)

1. Technical Staff.

Bidders must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience in installing Fire Alarm systems.

2. System Warranties and Maintenance

- a. Warranties must be provided within sixty (60) sixty days of a completed installation.
- b. Bidder must provide at least one (1) year warranty for parts and labor.
- c. Bidder must provide the option for an extended warranty and/or maintenance agreement

3. As-Builts

As-built cable layout drawing(s) must be provided on all Wireless System installations including:

- a. Cable footages and gauges.
- b. All access point locations.
- c. All conduit runs including sizes.

Mandatory Specifications for Wireless System Category (6)

1. Technical Staff.

Bidders must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience in installing Wireless systems.

2. System Warranties and Maintenance

- a. Warranties must be provided within sixty (60) sixty days of a completed installation.
- b. Bidder must provide at least one (1) year warranty for parts and labor.
- c. Bidder must provide the option for an extended warranty and/or maintenance agreement.

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3. As-Builts

As-built cable layout drawing(s) must be provided on all Wireless System installations including:

- a. Cable footages and gauges.
- b. All access point locations.
- c. All conduit runs including sizes.

Mandatory Specifications for Access Control System Category (7)

1. Technical Staff.

Bidders must have the proposed personnel on staff for the duration of the contract.

- a. At least two (2) technicians, with a minimum of two (2) years' experience in installing Access Control systems.
- b. At least one (1) technician certified and having two (2) years' experience in the following:
Installing and terminating Fiber, Coax and Category 5e and 6 UTP cabling systems and other manufacture required cable.

2. System Warranties and Maintenance

- a. Warranties must be provided within sixty (60) sixty days of a completed installation.
- b. Bidder must provide at least one (1) year warranty for parts and labor.
- c. Bidder must provide the option for an extended warranty and/or maintenance agreement.

3. As-Builts

As-built cable layout drawing(s) must be provided on all Access Control System installations including:

- a. Cable footages and gauges.
- b. All access point locations, card readers, sensors, etc.
- c. All conduit runs including sizes.

Mandatory Specifications for Video Conference/Audio System Category (8)

1. Technical Staff.

Offerors must have the proposed personnel on staff for the duration of the contract. 34

- a. At least two (2) technicians, with a minimum of two (2) years' experience in installing and terminating copper cabling systems.
- b. At least one (1) technician certified and having two (2) years' experience in the following:

Installing and maintaining video/audio conference systems which includes all supporting hardware and software..
Installing and terminating manufacture required cable.

2. System Warranties and Maintenance

- a. Warranties must be provided within sixty (60) days of a completed installation.
- b. Bidder must provide at least one (1) year warranty/maintenance for parts and labor.
- c. Bidder must provide the option for an extended warranty and/or maintenance agreement.

3. As-Builts

As-built cable layout drawing(s) must be provided on all outside plant installations including:

- a. Cable footages and gauges.
- b. All access point locations.
- c. All conduit runs including sizes.

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan provided by Procuring Agency. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].1

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.2

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below *(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties)*.

1 A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

2 An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

1 An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the State Purchasing Agent below.

By: 
Contractor

Date: 7-3-12

Printed Name: RALPH EVANS

Title: VICE PRESIDENT

Company Name: HEZ INC.

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.

ID Number: 02-360388-00-7

By: 
Taxation and Revenue Department

Date: 7/12/12

This Agreement has been approved by the State Purchasing Agent:

By: 
Lawrence O. Maxwell

Date: 7/16/12

