State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000087210
Security, Communications & Environmental Consulting LLC
PO Box 23822
Santa Fe, NM 87502

Attn: Frank Gallegos
Email: gallegos@sceassociates.com
Telephone No.: 505-490-9118
or
Attn: Catherine Coghill
Email: coghill@sceassociates.com
Telephone No.: 505-340-6826

Price Agreement Number: 90-000-19-00031AA

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.

Invoice:
As Requested

Procurement Specialist: Travis Dutton-Leyda
Telephone No.: 505-827-0477
Email: travis.dutton-leyda@state.nm.us

Title: Security Master Planning

Term: July 5, 2019 thru July 4, 2023

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico, Statewide Price Agreement

General Services Department, State Purchasing Division

Agreement No.: #90-000-19-00031AA

THIS Statewide Price Agreement ("Agreement") is made by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the “Procuring Agency” and Security, Communications & Environmental Consulting LLC, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties.”

Under the terms and conditions of this Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Public Bodies allowed by law, may issue orders for items and/or services described herein. The terms and conditions of this Agreement shall form a part of each other issued hereunder.

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

WHEREAS, all terms and conditions of the Security Master Planning, RFP # 90-000-19-00031 and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

The coordinated approach to security assessment must consider the main aspects of security, both physical and LAN/wireless security, as well including the security and emergency standard operating procedures as required by regulatory requirements. All factors shall be considered and reflected in an overall master implementation plan for security.

Planning the implementation of the ultimate Plan will hinge on priorities and funding. The implementation of the proposed security measures involve generating a detailed scope of work, including any construction drawings and specifications. Analysis of the proposed project may be needed. Construction Administration may also be needed.

**Definition of Terminology**

This section contains definitions of terms used throughout this contract, including appropriate abbreviations:

“Agency/ User Agency/ Procuring Agency” means a Governmental Agency sponsoring the Procurement action. It entails all State of New Mexico agencies, commissions, institutions, political subdivisions and local public
bodies allowed by law to entertain procurements.

"Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

"Contractor" means any business having a contract with a state agency or local public body.

"Critical Asset List" means a prioritized list of assets or areas, normally identified by phase of the operation and approved by the Using Agency that should be defended against from potential threats.

"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.

"Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Risk Profile" means threats to which an organization is or may be exposed. A risk profile is important for determining a proper investment asset allocation for a potential job.

"Self-assessment Questionnaire" is used to identify, estimate and prioritize risks in the development of the Risk Profile.

"SPD" means State Purchasing Division of the New Mexico State General Services Department.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee.

"State (the State)" means the State of New Mexico.

"State Agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

"State Purchasing Agent" means the director of the purchasing division of the General Services Department.

"Vulnerability Assessment" is a process of identifying, quantifying, and prioritizing (or ranking) the
vulnerabilities in a system. Examples of systems for which vulnerability assessments are performed include, but are not limited to, information technology systems, energy supply systems, water supply systems, transportation systems, and communication systems. Such assessments may be conducted on behalf of a range of different organizations, from small businesses up to large regional infrastructures. Vulnerability from the perspective of disaster management means assessing the threats from potential hazards to the population and to infrastructure. It may be conducted in the political, social, economic or environmental fields.

Types of Projects:
This Statewide Price Agreement will provide professional services for a variety of projects, including but not limited to the following tasks:

- Conduct a Vulnerability Assessment of an identified Location or locations (buildings/site/campus)- provide typical assessment and report- Phases I through IV
- Develop a Risk Profile- provide typical self-assessment questionnaire- analyze it, report on findings
- Conduct Site and Building Survey including a review of existing security equipment assessment for sufficiency and report the findings
- Develop a Critical Asset List- report the findings
- Produce an Antiterrorism Program- provide a Plan with Random Antiterrorism Measure Program (RAMP) consistent with federal and state guidelines, as appropriate.
- Conduct a LAN/wireless security assessment- report on findings, recommend policy changes and implementation procedures with priorities /schedule/ budget, network topology diagram
- Create Security Policies/ procedures- procedures may include Standard Operating Procedures (SOPs), emergency procedures, incident reporting plan, post orders for guards, visitor management practices, access control policies/ procedures, use of/ security or video surveillance data, weapons policies/ screening, mail /package procedures, IT/ information/ data security policy, among others.
- Provide training, if requested, on particularly identified Security Policies and Procedures. Lead any initial training exercises. Develop auditable measurements of security implementation progress.
- Develop and document specific immediate mitigation and needs plan(s) with recommendations and prioritizations including cost estimates
- Produce a Three to Five Year Security Master Implementation Plan for an identified campus with specific design priorities/ schedule/ budget including policies, plans, procedures, management, operations and maintenance. Such plan or plans is based on the aforementioned assessments/ reports/ analysis for the particular campus/building(s).
- Provide plan(s) for Management of Implementation to include producing construction documents, proposal analyses, project management and construction oversight/administration

Identify Assessment actions that may be needed to produce effective deliverables may include but not be limited to:

- Review crime reports and Campus historical data to pinpoint trouble areas. Complete hazard and crime mapping/modeling.
- Comprehensive review of building plans and design
- Preliminary building inspection including assessment of exterior lighting, points of ingress and egress, power and emergency backup, emergency communication, exterior environments (landscape, architecture, among others),
• Identify and analyze traffic patterns/ client / employee flows including Agency interaction with public
• Identify potential assault and/or trap areas
• Identify any potential assailant hiding places
• Investigate current IT security status especially with vendor systems/ accesses and firewalls
• Create a network typology
• Create Business/Programmatic Functional and technical document which lays out specific requirements based on customer needs
• Identify future maintenance considerations of systems and equipment
• Inventory existing security systems make, model, age, and operability and interoperability for all Security and Life Safety Technology (Video, Access Control, Intrusion Alarms, etc.)
• Discussions and self-assessment checklists with lead agency and facilities personnel including, from their perspective, identifying any unique challenges
• Full building and parking lot inspection/assessment – during the day
• Full building and parking lot inspection/assessment – at night
• Coordination with other Authorities: Coordinate with federal, local, state authorities, law enforcement agencies and public/private sector entities that work on/design security products for the Agency or provide other services considered essential for protection of personnel on site and fulfillment of the Agency’s mission to develop, update and support the security plan. As directed, share critical resources and information, publish and disseminate threat statements, and assist in conducting threat assessments.
• Complete estimates for all recommended measures and assist with development of Invitation To Bid (ITB)/Request For Proposal (RFP) and perform proposal analysis.

The assessment of facilities should be based on industry standards and guidelines as follows:

• ISO 31000:2009 (or later), Risk management – Principles and Guidelines
• NFPA® 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems, 2010 Edition (or latest edition)
• NFPA 1600, “Standard on Disaster/Emergency Management and Business Continuity Programs”, 2016 (or latest edition)
• FEMA 452 – Risk Assessment: A How-To Guide to Mitigate Potential Terrorist Attacks Against Buildings
• ASIS Standard: Risk Assessment
• ASIS General Security Risk Assessment Guideline
• ASIS Facilities Physical Security Measures Guideline
• ASIS Vulnerability Assessment of Physical Protection Systems
• Physical Security Systems Assessment Guide, dated December 2016 (or latest edition)
• Department of Homeland Security (DHS) Vulnerability Assessment Tools and Methods

a. Implementation Procedures – This Agreement could span a wide range of disciplines, specialties, expertise, and geographic locations.

During the term of the Agreement, each identified project may be presented to one or more Contractors
with a scope of work, schedule, and relevant background information. No work shall begin without a signed Professional Services Agreement and accompanying encumbering document. A work order (Appendix One) shall be attached to the Professional Services Agreement.

The Agency will provide program and operational support through all phases of any identified project. It will provide technical assistance and overall project management. The agency reserves the right to revise the scope of work, through an amendment for any identified project, and adjust the fee accordingly with Offeror concurrence. Any adjustment to the Scope of Work /type of project must be within the original Scope of Work identified in the RFP.

A representative from the Agency will contact one or more Contractors to discuss the project. A Pre-project meeting will be held to review the description of the task(s), if necessary, to visit the property on which work will take place and clarify any issues. Following the pre-project meeting, a written quote will be submitted and evaluated; the Agency may request another meeting to negotiate the scope.

A firm fixed price lump sum quote with a per-task breakdown will provide the most accurate cost proposal for the Professional Services Agreement. The per-task price breakdown shall include position titles, loaded labor rates, number of hours anticipated to perform the work, and related associated costs such as travel costs, per diem, etc. A very specific list of deliverables for a task shall be included with the cost breakdown. A schedule for completion of the identified deliverables shall also be included. A list of the required/requested deliverables shall also be identified.

There can be multiple work orders issued for a project since some initial work may need to be done before other work can start.

Proposed Schedule of Services

The proposed project schedule will be included in the work order identifying a specific scope of work, fee and reimbursable expenses. The project schedule is negotiable, as allowed by the Agency; however, prompt performance of deliverables based on the Agency timetable is expected.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed according to the labor unit costs per Appendix Two – Price List.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Agency and CRB.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services provided are not acceptable, within 14 days after the date of receipt of written statement from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed
tendered on the date it is postmarked. However, the Using Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

i. The Contractor shall submit signed, fully completed request for payment on the Agency provided form provided with the Work Order that shall include a calculation of the payment due in proportion to services performed within each phase of services, on the basis set forth in the Work Order. The Contractor shall not be entitled to receive any payment not invoiced and supported by appropriate documentation. Payment of the amount invoiced, or any part thereof, shall not relieve the Contractor of any unperformed obligations or foreclose the Owner’s right to recover incorrect, excessive, or illegal payments.

ii. The Contractor is responsible for ensuring that no billing in excess of the then current Purchase Order amount occurs; and, contractor shall verify the Purchase Order Amount with the Project Manager. The Contractor shall not be compensated or reimbursed for work performed or expenses incurred in excess of the Purchase Order Amount.

3. **Term.**

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **July 4, 2023** unless terminated pursuant to this Agreement’s Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

4. **Termination.**

   **A. Grounds.** The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

   **B. Notice; Agency Opportunity to Cure.**

      1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

      2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

      3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement.

   **C. Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s
receipt or issuance of a notice of termination; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**

D. **Termination Management.** Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**
   The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature/SBOF, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**
   The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Agency unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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

8. **Subcontracting.**
   The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.
9. **Release.**
Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the Agency from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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

11. **Product of Service -- Copyright.**
All materials developed or acquired by the Contractor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest: Governmental Conduct Act.**
A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency’s contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or in a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's
family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance
with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. **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 agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
B. Contractor agrees to 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. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of 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://bewellnm.com.

23. **Invalid Term or Condition.**
   If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. **Enforcement of Agreement.**
   A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. **Notices.**
   Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

   **To the Agency:**

   Mark Hayden  
   State Purchasing Agent  
   Joseph M. Montoya State Building, Room 2016  
   1100 St. Francis Drive  
   Santa Fe, New Mexico 87505  
   Mailing Address: P.O. Drawer 6850  
   Santa Fe, NM 87502

   **To the Contractor:**

   Frank Gallegos  
   President  
   Security, Communications & Environmental Consulting LLC  
   PO Box 23822  
   Santa Fe, New Mexico 87502

26. **Authority.**
   If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.
IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by New Mexico General Services Department set out hereinafter.

Approved for legal sufficiency:

By: [Signature]  Date: 6/25/19

Victoria Garcia, Counsel
General Services Department

CONTRACTOR:

By: [Signature]  Date: June 9, 2019

Frank Gallegos
Security, Communications & Environmental Consulting LLC

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.

NM TAX ID Number: 03185427003

By: [Signature]  Date: 6/26/19

Taxation and Revenue Department

NEW MEXICO GENERAL SERVICES DEPARTMENT
This CONTRACT is approved by the State Purchasing Agent:

By: [Signature]  Date: 7/8/2019

Mark Hayden
State Purchasing Agent
Appendix One

WORK ORDER

(This Work Order is an extension of the Contract and its Scope of Work)

(Agency Name)

WORK ORDER TITLE: Building, NM

Distribution:

OWNER

□ PROVIDER

□ CONTRACTOR:

□ FIELD

□ OTHER

CONTRACT NO: WORKORDER NO:

INITIATION DATE:

Contract Amount Previously Committed: $  

Remaining Contract Amount: $  

PROVIDER:

Name

Address

City, State Zip

Telephone: 505-xxx-xxxx

Fax: 505-xxx-xxxx

SUMMARIZED SCOPE OF WORK (Provide schedule, deliverables, etc. Use additional pages as needed and attach fee schedule identifying each deliverable and their quantity).

REVIEWED

Project Management, Agency

By: ___________________________ Date: ___________

Director, Agency

By: ___________________________ Date: ___________

AGREED:

PROVIDER:

By: ___________________________ Date: ___________

Federal Tax Id No.: xx-xxxxxxx  NM Tax Id No.: xxxxxxxxxx

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Appendix Two – Price List

Personnel Pricing Schedule

<table>
<thead>
<tr>
<th>Specialty</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
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<td>Program Manager/Principal-in-Charge</td>
<td>$75.00</td>
<td>$81.00</td>
<td>$87.48</td>
<td>$94.48</td>
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<tr>
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All travel will be conducted at the standard NM State per diem rates.