



**TORRANCE COUNTY**  
**COMMISSION MEETING**  
**October 27, 2021**  
**9:00 A.M.**

**For Public View**  
**Do Not Remove**



## *Torrance County*

BOARD OF COUNTY COMMISSIONERS (BCC)

**Ryan Schwebach**, Chair, District 2

**Kevin McCall**, Vice Chair, District 1

**LeRoy M. Candelaria**, District 3

**Janice Y. Barela**, County Manager

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### **ADMINISTRATIVE MEETING AGENDA**

**WEDNESDAY, October 27, 2021 @ 9:00 AM**  
**205 S. Ninth Street, Estancia, NM 87016**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
  - A. Naming October 2021 as “Breast Cancer Awareness Month” in Torrance County.
  - B. Naming October 2021 as “Domestic Violence Awareness Month” in Torrance County.
- 5. CERTIFICATES AND AWARDS**
  - A. **MANAGER:** Announcement of Employee of the Quarter – Amber Pava, Administrative Assistant
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
  - A. **COMMISSION:** Motion to approve the October 13, 2021, Torrance County Commission Meeting Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
  - A. **FINANCE:** Motion to approve payables.

**10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

**A. PLANNING AND ZONING:** Motion to approve replacement of Solid Waste Management Ordinance 94-12.

**11. ADOPTION OF RESOLUTION**

**A. FIRE:** Motion to approve Resolution No. 2021-\_\_\_\_, intent to adopt Fire Protection Personnel Overtime Exemption.

**12. APPROVALS**

**A. OPERATIONS MANAGER:** Motion to hire a Facilities Maintenance Position per discussions at previous County Commission Meeting on October 13, 2021.

**B. FIRE:** Motion to approve payment in the amount of \$207.64 to Coast 2 Coast Automotive Performance & Tires, rendered services on 10/30/2020.

**C. DISPATCH:** Motion to approve Service Agreement between Torrance County and Motorola for enhanced radio system.

**D. ANIMAL SERVICES:** Motion to approve Memorandum of Understanding (MOU) between Torrance County and the City of Mountainair for Dangerous Animal Services.

**E. FINANCE & PURCHASING:** Motion to approve Grievance Hearing Officer (Professional Services) Contract between Brennan & Sullivan, P.A and Torrance County.

**F. FINANCE & PURCHASING:** Motion to approve Grievance Hearing Officer (Professional Services) Contract between Garcia Law Group, LLC and Torrance County.

**G. FINANCE & PURCHASING:** Motion to approve Grievance Hearing Officer (Professional Services) Contract between Robert F. Curtis and Torrance County.

**H. EMERGENCY MANAGER:** Motion to approve submittal of Hazard Mitigation Grant Application for up to \$75,000 with a 25% match (\$18,750 match).

**I. MANAGER:** Motion to approve a three-month extension to lease agreement with Tajique Land Grant for current location of the transfer station.

**13. DISCUSSION**

**A. GRANTS:** Update from Juvenile Justice Continuum Coordinator regarding Juvenile Justice Grant.

**B. MANAGER'S REPORT**

**C. COMMISSIONER'S REPORTS**

- 1) Commissioner McCall, District 1
- 2) Commissioner Schwebach, District 2
- 3) Commissioner Candelaria, District 3

**14. EXECUTIVE SESSION**

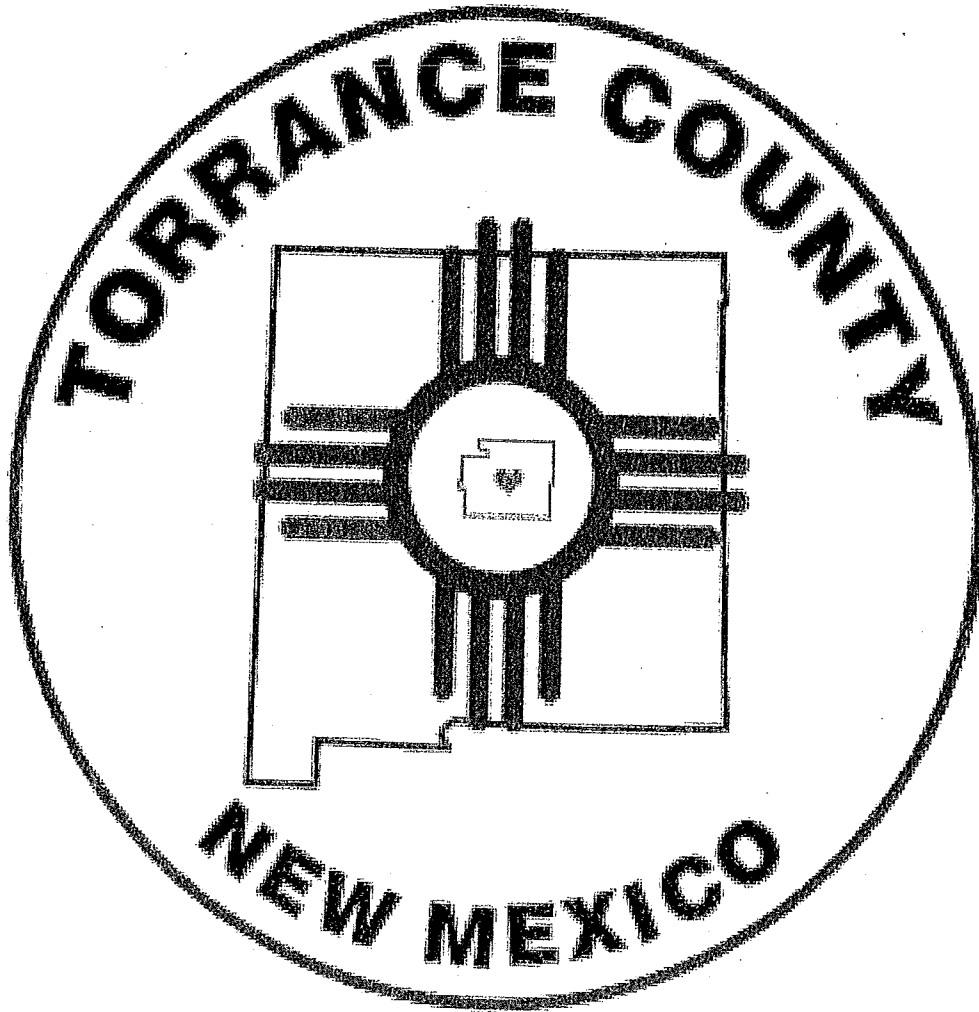
**A. ATTORNEY:** Discuss threatened or pending litigation, closed pursuant to NMSA 1978, Section 10-15-1(H)(2).

**15. Announcement of the next Board of County Commissioners Meeting:** November 10, 2021, at 9:00 AM.

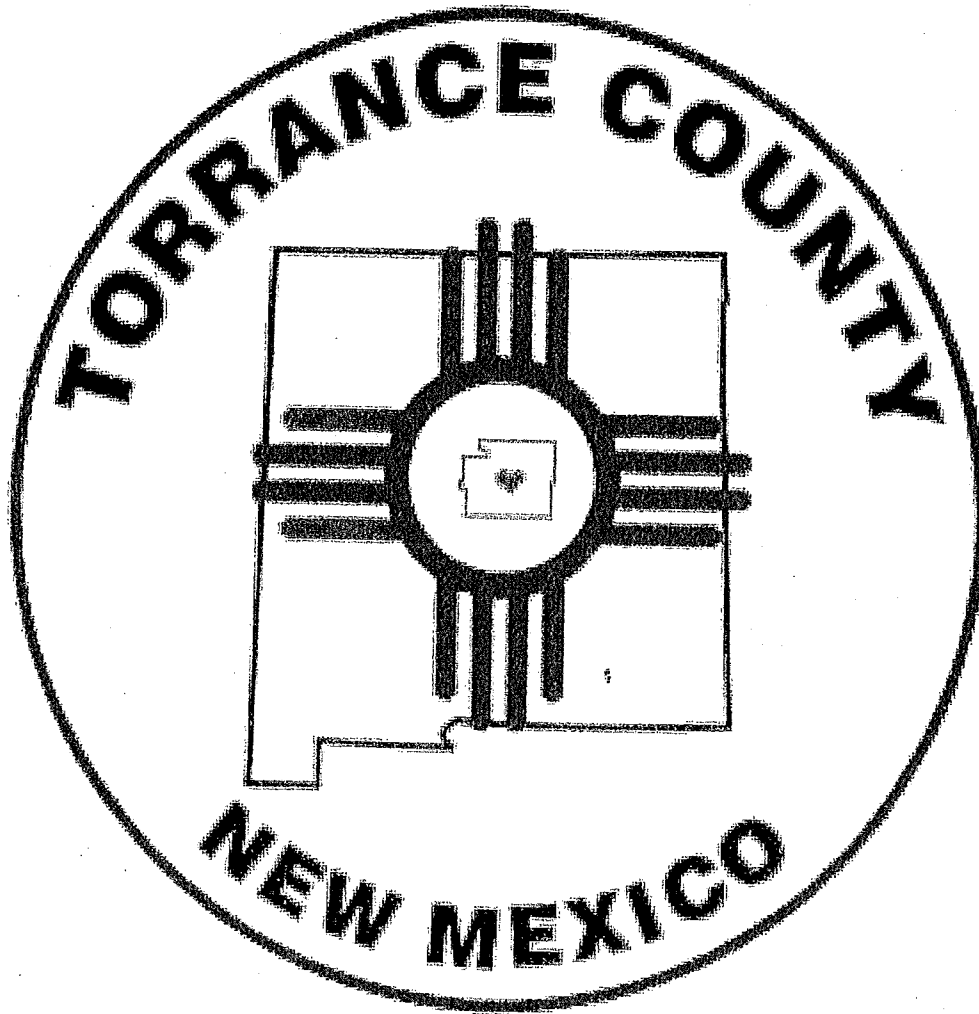
**16. SIGNING OF OFFICIAL DOCUMENTS**

**17. ADJOURN**

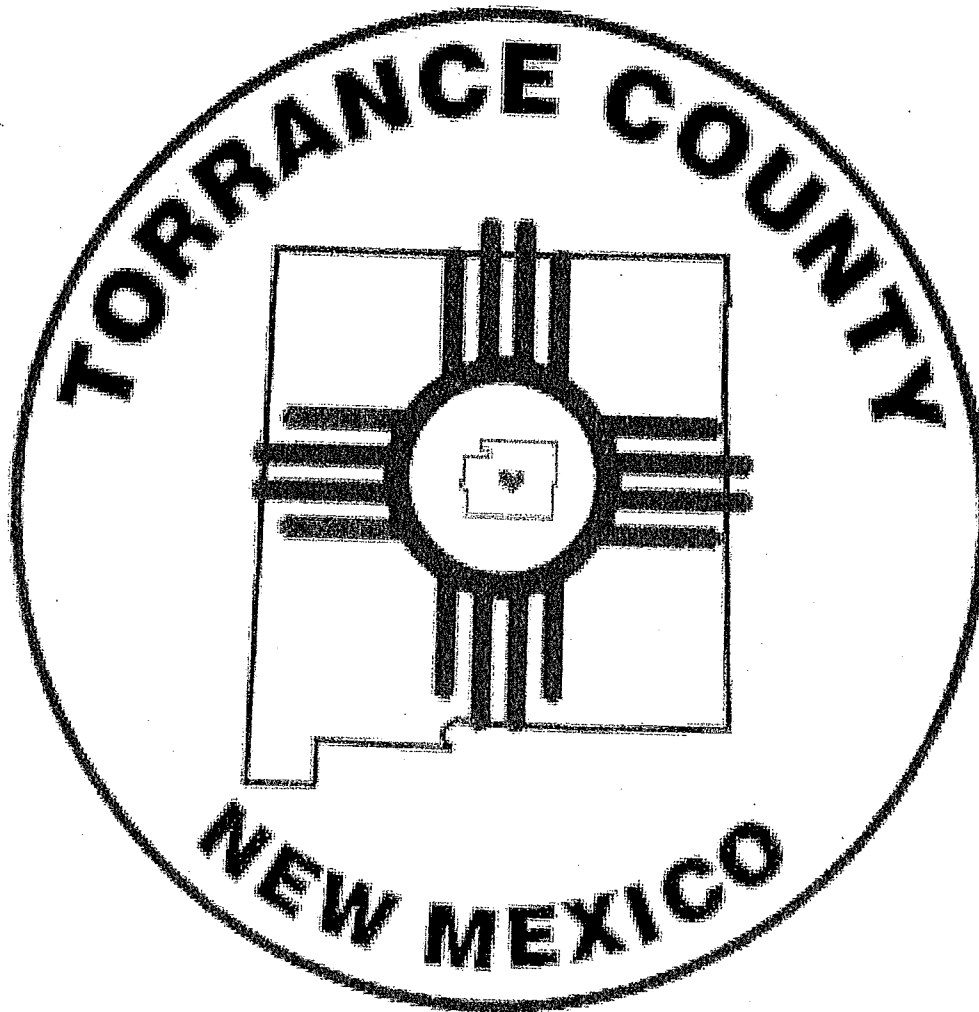




*Agenda Item  
No. 1*



*Agenda Item*  
*No. 2*



*Agenda Item*

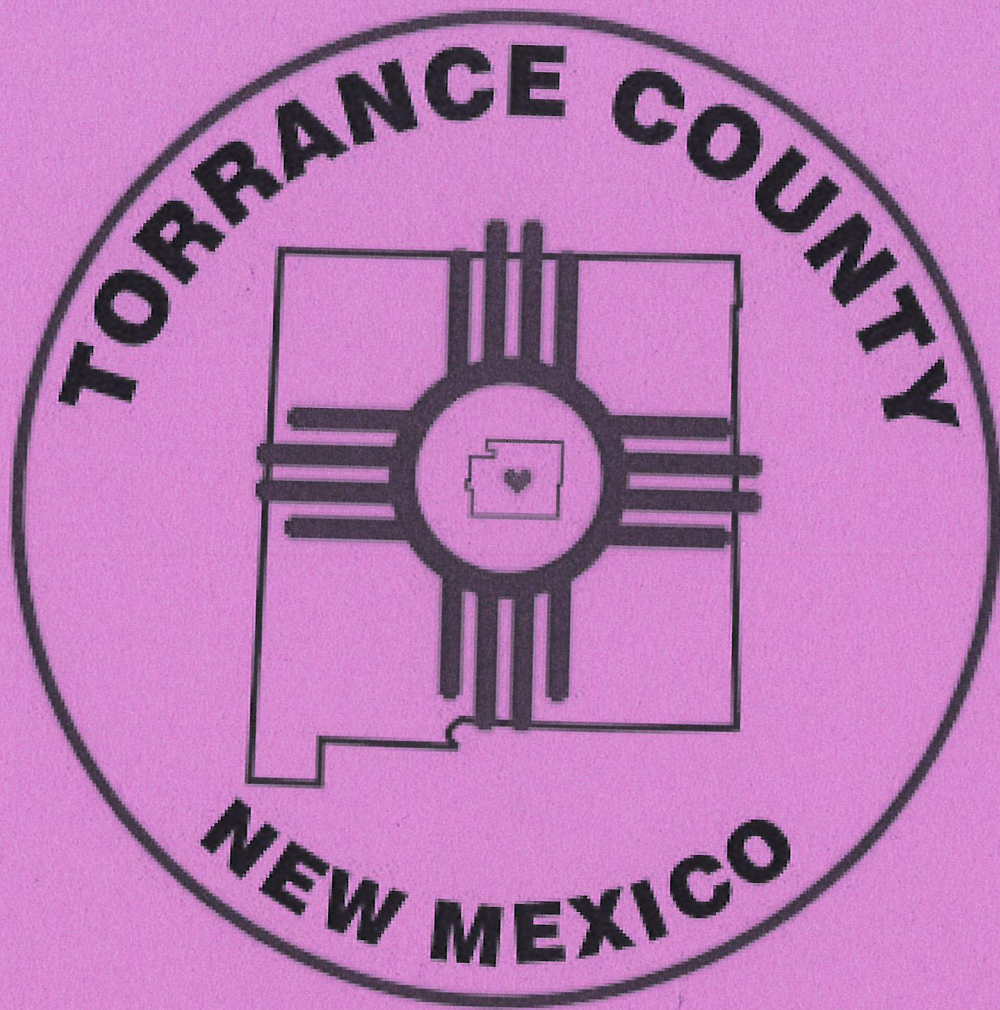
*No. 3*





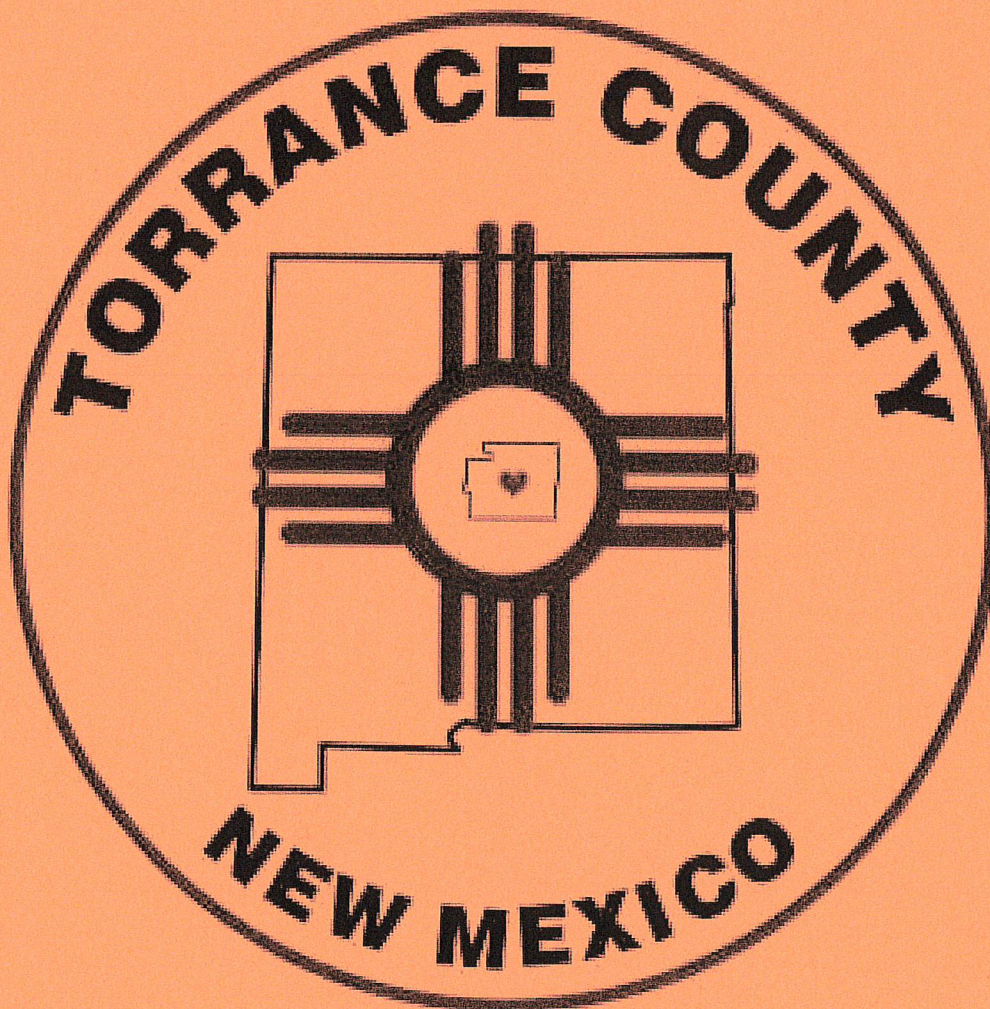
*Agenda Item  
No. 4-A*





*Agenda Item  
No. 4-B*





*Agenda Item  
No. 5-A*



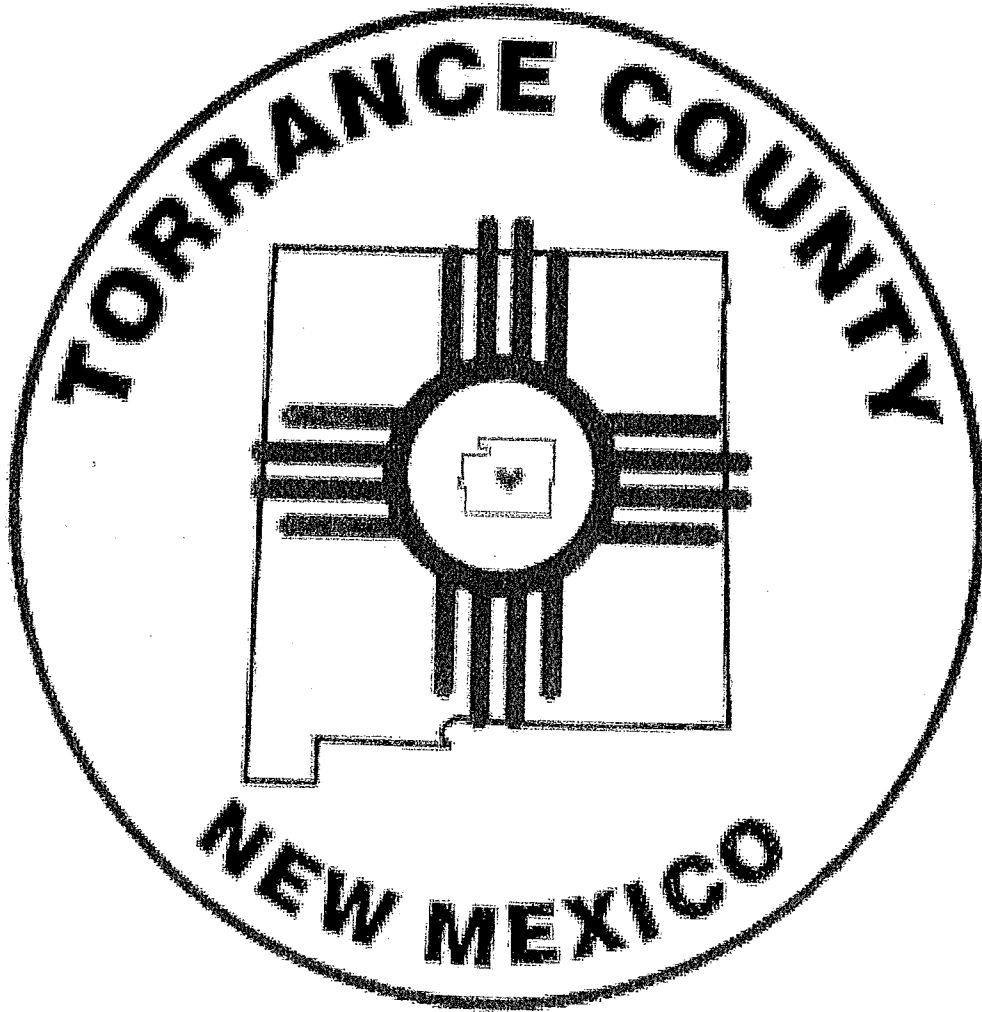


*Agenda Item*  
*No. 6*



*Agenda Item*  
*No. 7*





*Agenda Item*

*No. 8-A*



*Agenda Item*  
*No. 9-A*

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 86

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 215,912.23 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 10/21/2021 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

-----  
Kevin McCall

-----  
LeRoy M. Candelaria

-----  
Ryan Schwebach

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Yvonne Otero

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

-----  
Tracy L. Sedillo

CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	11/9/46	AIRGRAS USA LLC	CYLINDER RENT MED/XS OXYGEN	406-91-2230	22101921	10/19/2021		109.32
	1883.25		HAZMAT	406-91-2230		/ /		16.28
	10/19/2021		SALES TAX	406-91-2230		/ /		8.48
			INVOICE#982403032 ACCT#2287851					
			RENT-CYLINDER MEDIUM/LARGE	405-91-2230	24101921	10/19/2021		63.87
			OXYGEN	405-91-2230		/ /		75.28
			RENT-CYLINDER MEDIUM/XS OXYGEN	405-91-2230		/ /		20.19
			HAZMAT FEE	405-91-2230		/ /		12.25
			SALES TAX INVOICE#983126526					
			ACCT#2287851					
			16 CYLINDER RENT MED XS OXYGEN	406-91-2230	25101921	10/19/2021		137.42
			HAZMAT SALES TAX	406-91-2230		/ /		127.42
			DIST 2/3/5 INVOICE#9831988090	406-91-2230		/ /		127.41
			ACCT#2286717					
			16 CYLINDER RENT MED XS OXYGEN	406-91-2230	26101921	10/19/2021		125.91
			HAZMAT SALES TAX	406-91-2230		/ /		125.91
			DIST 2/3/5 INVOICE#9982458601	405-91-2230		/ /		125.91
			ACCT#2296717					
			CYLINDER RENT MED/XS OXYGEN	406-91-2230	27101921	10/19/2021		112.92
			HAZMAT	406-91-2230		/ /		17.02
			SALES TAX INVOICE#983126527	406-91-2230		/ /		8.78
			ACCT#2287851					
			OXYGEN USP DA MED CGA 870	408-91-2230	43101921	10/19/2021		63.24
			DELIVERY FEE	408-91-2230		/ /		43.00
			FUEL CHARGE FEE	408-91-2230		/ /		6.00
			AIRGRAS HAZMAT CHARGE ACCT#	408-91-2230		/ /		22.75
			2296717 INVOICE#9116115940					
			16 CYLINDER RENT MED XS OXYGEN	406-91-2230	44101921	10/19/2021		125.91
			HAZMAT SALES TAX	408-91-2230		/ /		125.91
			DIST 2/3/5 VFD INVOICE#	405-91-2230		/ /		125.91
			998178454 ACCT#2296717					
			RENT CYLINDER MEDIUM/LARGE	405-91-2230	45101921	10/19/2021		60.27
			OXYGEN	405-91-2230		/ /		72.88
			RENT CYLINDER MEDIUM/XS OXYGEN	405-91-2230		/ /		19.23
			HAZMAT FEE	405-91-2230		/ /		11.71
			SALES TAX DIST 5 VFD INVOICE#					
			9981675962 ACCT#2287851					

STATE FIRE ALLOTMENT 1883.25

01 O 11/9/46 AMAZON BUSINESS 411-92-2230 18101921 10/18/2021 37202 389.40  
 2114.64  
 10/19/2021 DARIO BLOOD PRESSURE MONITOR 411-92-2230 18101921 10/18/2021 37202 37202 1725.24  
 3M LITMAN CORE DIGITAL  
 STETHOSCOPE  
 INVOICE#1KLD-X7T7-CR44 ACCT#  
 A3JT65BS912J5M

1/4% FIRE EXCISE TAX 2114.64

01 O 11/9/47 AMAZON BUSINESS 401-82-2218 47101921 10/19/2021 36959 43.98  
 43.98  
 10/19/2021 SUPCASE UNICORN BEETLE PRO 401-82-2218 47101921 10/19/2021 36959 36959  
 SERIES SAMUNG GALAXY  
 S20 PER CASE  
 INVOICE#1M6N-QYGT-HMRC ACCT#  
 A3JT65BS912J5M

ANIMAL SERVICES 43.98

01 O 11/9/48 AMAZON BUSINESS 401-21-2219 74101921 10/19/2021 37183 255.73  
 255.73  
 10/19/2021 READING GLASSES, MINI BRIDGE, 401-21-2219 74101921 10/19/2021 37183 37183  
 PROTECTION PLAN, MINI STAPLERS  
 ACCT#A3JT65BS912J5M

ELECTIONS 255.73

Date: 10/21/21 13:00:57 (CHECK0)

CHECK LISTING CHECKS PRINTED FROM 10/8/2021 TO 10/21/2021

Page: 2

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

01 O 117949 AMBITIONS TECHNOLOGY GROUP LLC SERVICE TICKETS FOR 09/01/2021- 401-65-2213 4101921 10/18/2021 5123.54

OPERATIONS & MAINTENANCE 5123.54

01 O 117950 AMBITIONS TECHNOLOGY GROUP LLC LABOR TICKETS 09/01/2021- 401-65-2213 5101921 10/18/2021 3050.17

OPERATIONS & MAINTENANCE 3050.17

01 O 117951 AMERICAS PROGRAM LP 407-91-2209 46101921 10/19/2021 1049.17  
1154.54 407-91-2209 407-91-2209 11.99  
10/19/2021 407-91-2209 FUEL RECOVERY FEE 6.01  
407-91-2209 STATE SALES TAX 54.69  
407-91-2209 COUNTY SALES TAX 12.00  
3126697041 ACCT#202680264 407-91-2209 20.68

STATE FIRE ALLOTMENT 1154.54

01 O 117952 CENTRAL NM ELECTRIC COOP. MONTHLY ELECTRIC FOR FY2022 401-15-2208 83101921 10/19/2021 36688 3041.99  
3041.99 ADMIN ACCT#404273700/404273700 SEPT 2021

ADMINISTRATIVE OFFICES 3041.99

01 O 117953 CENTRAL NM ELECTRIC COOP. MONTHLY ELECTRIC FOR FY2022 401-24-2208 84101921 10/19/2021 36692 349.88  
1490.51 WTAIR SC / 205707901 401-27-2208 36692 428.03  
10/19/2021 ESTANCIA SC / 8880105702 401-36-2208 36692 470.06  
MORLANCY SC / 401421201 401-37-2208 36692 242.54  
SEPT 2021

HEALTH DEPT BLDG MAINT 349.88 MOUNTAINAIR SENIOR CEN 428.03 ESTANCIA SENIOR CENTER 470.06  
MORLANCY SENIOR CENTER 242.54

01 O 117954 CENTRAL NM ELECTRIC COOP. MONTHLY ELECTRIC FOR FY2022 401-16-2208 85101921 10/19/2021 36690 2947.75  
2947.75 SEPT 2021 JUDICIAL ACCT# 8880179001

JUDICIAL COMPLEX MAINT 2947.75

01 O 117955 CENTRAL NM ELECTRIC COOP. MONTHLY ELECTRIC FOR FY2022 401-21-2308 86101921 10/19/2021 36691 40.54  
40.54 SEPT 2021 CLERK ACCT# 8880529300

ELECTIONS 40.54

01 O 117956 CENTRAL NM ELECTRIC COOP. MONTHLY ELECTRIC FOR FY2022 407-91-2208 87101921 10/19/2021 36701 94.56  
94.56 DIST 1 VFD ACCT#21036000/ 8880105100/8880625100 SEPT 2021

STATE FIRE ALLOTMENT 94.56

01 O 117957 CENTRAL NM ELECTRIC COOP. MONTHLY ELECTRIC FOR FY2022 401-53-2208 88101921 10/19/2021 36689 244.36  
244.36 FAIR BOARD ACCT#404536900/ 404571500/404572200/404572300 888064700 SEPT 2021

Date: 10/21/21 13:00:57 (CHRC60)

CHECK LISTING CHECKS PRINTED FROM 10/8/2021 TO 10/21/2021

Page: 3

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
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COUNTY FAIR 244.36

01 O	11/29/8	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-50-2208	89101921	10/19/2021	36696	171.15
	11/15		SHERIFF SEPT 2021 ACCT#					
	10/19/2021		8880270701					

COUNTY SHERIFF 171.15

01 O	11/29/9	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-82-2208	90101921	10/19/2021	36693	403.45
	403.45		ANIMAL SERVICES SEPT 2021					
	10/19/2021		ACCT#8880084401					

ANIMAL SERVICES 403.45

01 O	11/29/0	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	604-83-2208	91101921	10/19/2021	36697	188.08
	188.08		CIVIL DEPTENSE SEPT 2021					
	10/19/2021		ACCT#8880104503/8880117505					

COMMUNICATIONS/EMS TAX 188.08

01 O	11/29/1	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	418-91-2208	92101921	10/19/2021	36698	79.28
	79.28		SEPT 2021 DIST 6 VPD ACCT#					
	10/19/2021		207079301					

STATE FIRE ALLOTMENT 79.28

01 O	11/29/2	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	402-60-2208	93101921	10/19/2021	36694	23.21
	23.21		SEPT 2021 ROAD ACCT#888013806					
	10/19/2021							

COUNTY ROAD DEPARTMENT 23.21

01 O	11/29/3	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	406-91-2208	94101921	10/19/2021	36700	148.64
	148.64		SEPT 2021 DIST 2 VPD ACCT#					
	10/19/2021		888099100/197709500					

STATE FIRE ALLOTMENT 148.64

01 O	11/29/4	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	405-91-2208	95101921	10/19/2021	36699	253.47
	253.47		DIST 5 VPD SEPT 2021 ACCT#					
	10/19/2021		19103300/19103200/8880411701					

STATE FIRE ALLOTMENT 253.47

01 O	11/29/5	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	408-91-2208	96101921	10/19/2021	36702	480.97
	480.97		DIST 3 VPD SEPT 2021 ACCT#					
	10/19/2021		8880074400/19615109/8880488700					

STATE FIRE ALLOTMENT 480.97

01 O	11/29/6	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC SEPT 2021	409-91-2208	97101921	10/19/2021		108.20
	108.20		DIST 4 VPD ACCT#2054000					
	10/19/2021		8880282700 RFP PO #36703					

STATE FIRE ALLOTMENT 108.20

01 O	11/29/7	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	911-80-2208	98101921	10/19/2021	36698	1353.98
	1353.98		DISPATCH ACCT#8880281300/					
	10/19/2021		19705500/8880581500 SEPT 2021					

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

911-DISPATCH CENTER 1353.98  
 01 0 117968 CINTAS CORPORATION NO. 2 FIREST AID KIT SERVICE AND REPTIL 401-15-2215 70101921 10/19/2021 36993 800.00  
 202.18 FOR FISCAL YEAR 2022 401-15-2215 36993 600.00  
 10/19/2021 COUNTY ADMINISTRATION 401-15-2215 36993 114.63  
 SHERIFF'S OFFICE  
 ROAD DEPARTMENT  
 DISPATCH  
 SHERIFF (INVESTIGATION/EVIDENCE)  
 INVOICE#9083 ACCT#10202166 36993 202.18  
 36993

COUNTY ROAD DEPARTMENT 202.18  
 01 0 117968 COOPERATIVE EDUCATIONAL SERVICES/SAMPLING, INSPECTION & REPORT 401-15-2215 70101921 10/19/2021 36998 800.00  
 1514.63 SAMPLES 40 @ \$15.00 PER 401-15-2215 36998 600.00  
 10/19/2021 NWGRT @ 8.1875% 401-15-2215 36998 114.63  
 ABANDONED JAIL CELL AREA OLD  
 SHERIFF'S OFFICE SPKCE  
 CES 2020-28B-C102-ALL  
 INVOICE#24-120101 36998 36998

ADMINISTRATIVE OFFICES 1514.63  
 01 0 117970 COOPERATIVE EDUCATIONAL SERVICES/LOCK WALK AND LEAK REPAIR 401-16-2215 72101921 10/19/2021 36801 16212.72  
 17540.14 JUDICIAL COMPLEX NWGRT @ 8.8175 401-16-2215 36801 1327.42  
 10/19/2021 WORK ORDER #437  
 CES 2020-10N-C1302-ALL ROOFING  
 INVOICE#24-120139 36801 36801

JUDICIAL COMPLEX MAINT 17540.14  
 01 0 117971 CRYSTAL SPRINGS 401-55-2219 34101921 10/19/2021 36646 13.00  
 13.00 5 GALLON DRINKING WATER  
 TICKET#903216167-5 GAL WATER  
 TICKET#920212447-5 GAL WATER  
 BOTTLE DEPOSIT ACCT#12661900

FINANCE DEPARTMENT 13.00  
 01 0 117972 CRYSTAL SPRINGS 401-20-2219 81101921 10/19/2021 36780 59.88  
 59.88 5 GALLON DRINKING WATER  
 NMSWA 91-00000-19-00052  
 ACCT#11610500

COUNTY CLERK 59.88  
 01 0 117973 CULLIGAN APO LLC 401-40-2271 64101921 10/19/2021 36728 46.48  
 46.48 WATER DELIVERY SERVICE FOR 12  
 10/01/2021 TO 10/31/2021  
 ACCT#940650

COUNTY ASSESSOR 46.48  
 01 0 117974 DOCUMENT SOLUTIONS INC 911-80-2203 80101921 10/19/2021 52.57  
 52.57 CONTRACT OVERAGE CHARGE  
 INVOICE#IN210030 ACCT#AL5568

911-DISPATCH CENTER 52.57  
 01 0 117975 DOUBLE H AUTO 408-91-2201 14101921 / / 36665 119.99  
 119.99 OIL, OIL FILTERS, FUEL FILTERS,  
 WIPER BLADES, ANTIFREEZE,

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
10/19/2021			BATTERIES, MISCELLANEOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#529660/530423 ACCT#2922					36665
10/19/2021			OIL, OIL FILTERS, FUEL FILTERS, WIPER BLADES, ANTI-FREEZE, BATTERIES, MISCELLANEOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#529118 ACCT#2922	408-91-2201	15101921	/ /		36665
10/19/2021			OIL, OIL FILTERS, FUEL FILTERS, WIPER BLADES, ANTI-FREEZE, BATTERIES, MISCELLANEOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#530424 ACCT#2922	408-91-2201	16101921	/ /		36665

STATE FIRE ALLOTMENT 119.99

STATE FIRE ALLOTMENT 99.98

STATE FIRE ALLOTMENT 42.35

COUNTY SHERIFF 4100.00

PLANNING & ZONING 95.00

PLANNING & ZONING 95.00

COUNTY SHERIFF 553.30

COUNTY SHERIFF 167.39

COUNTY SHERIFF 95.00

COUNTY SHERIFF 167.39

COUNTY SHERIFF 95.00

COUNTY SHERIFF 167.39

COUNTY SHERIFF 95.00

COUNTY SHERIFF 95.00



CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
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PLANNING & ZONING 95.00

01 O 117984		GALLIS LLC	PANTS, SHIRTS, BOOTS	401-50-2236	66101921	10/19/2021	36905	963.15
10/19/2021			INVOICE#19321208/193492973					
			19245773/19235018/19224077					
			19224054/19299556 ACCT#3736744					

COUNTY SHERIFF 963.15

01 O 117985		GALLIS LLC	PANTS, SHIRTS, BOOTS	401-50-2236	67101921	10/19/2021	36905	457.33
10/19/2021			INVOICE#19268244/19268520					
			19268502/19668472 ACCT#3736744					

COUNTY SHERIFF 457.33

01 O 117986		GALLIS LLC	SEPTEMBER 2021	401-50-2236	68101921	10/19/2021	37052	99.95
10/19/2021			ICSO UNIFORM NEEDS				37052	
			PANTS, SHIRTS, BOOTS, DUTY EQUIP				37052	
			WASH, AND ICSO UNIFORM NEEDS.				37052	
			INVOICE#19352360 ACCT#3736744					

COUNTY SHERIFF 99.95

01 O 117987		GREEN VALLEY PEST MANAGEMENT	MONTHLY PEST CONTROL FY2022	401-82-2271	50101921	10/19/2021	36923	75.00
10/19/2021			INVOICE#11708 ACCT#5660					
								5.91

COUNTY SHERIFF 80.91

01 O 117988		GUSTIN ELECTRIC	SHERIFF INVESTIGATIONS/EVIDENCE	620-94-2218	2101921	10/18/2021	37159	800.00
10/19/2021			REROUTE ELECTRICAL LINES FOR				37159	
			SUB-CONTRACTOR IN EVIDENCE AREA				37159	
			REMODEL				37159	
			CAPITAL OUTLAY PROJECT				37072	
			INVOICE#5046 ACCT#FOR CO				37072	
			REPLACE AND/OR REPAIR ELECTRICAL				37072	
			FLOOR OUTLET IN COURTROOM #1				37072	
			WORK ORDER # 634				37072	
			JUDICIAL COMPLEX					
			INVOICE#5047 ACCT#FOR CO					

INFRASTRUCTURE GROSS R 800.00 JUDICIAL COMPLEX MAINT 500.00

01 O 117989		GUSTIN HARDWARE INC.		401-24-2215	35101921	10/19/2021	36616	2.29
10/19/2021				401-27-2215			36616	2.29
				401-36-2215			36616	2.29
				401-37-2215			36616	2.28
			OPEN PO REQUEST FOR ALL				36616	
			COUNTY BUILDING SITES				36616	
			FY2022				36616	
			INVOICE#268330 ACCT#125				36616	
							36616	
							36616	
							36616	

HEALTH DEPT BLDG MAINT 2.29 MOUNTAINAIR SENIOR CEN 2.29 ESTANCIA SENIOR CENTER 2.29

MOUNTAINAIR SENIOR CENTER	2.28	MOUNTAINAIR HEALTH CLI	2.29	COUNTY PAIR	2.28
ANIMAL SERVICES	2.29	911-DISPATCH CENTER	2.28		



CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	117998	LANGFELL, GAIL	REG MEETING BD MEETING	401-08-2300	58101921	10/19/2021	36681	95.00
	10/19/2021							

PLANNING & ZONING 95.00								
01 0	117999	LAWSON, HARRIAN	REG MEETING BD MEETING	401-08-2300	56101921	10/19/2021	36679	95.00
	10/19/2021							

PLANNING & ZONING 95.00								
01 0	118000	NEW MEXICO CORRECTIONS DEPT	SEPTEMBER 2021 HOUSING	420-70-2172	82101921	10/19/2021		2888.16
	10/19/2021		KERRAGHAN INVOICE#CUE-2213					

ADULT INMATE CARE 2888.16								
01 0	118001	NM WASTE SERVICE INC	RESIDENTIAL CONTAINER SERVICE	409-91-2210	12101921	10/18/2021	36724	83.85
	10/19/2021		INVOICE#89732 ACCT#297301					
			4 YD. CONTAINER MONTHLY SERVICE	406-91-2210	13101921	10/18/2021	36726	277.56
			INVOICE#89709 ACCT#2859200					

STATE FIRE ALLOTMENT 361.41								
01 0	118002	NMSTU, REGENTS OF	DECONTAMINATIONS FOR RAINES TESTING	401-82-2272	62101921	10/19/2021	36674	100.00
	10/19/2021		CASE#21-26639 IMP#034-8-21					
			CASE#21-29786 IMP#012-10-21					
			ACCT#C935					

ANIMAL SERVICES 100.00								
01 0	118003	NUBE GROUP	CONTRACT OVERAGE CHARGE FOR THE	401-10-2203	28101921	10/19/2021		12.23
	10/19/2021		9/15/2021 TO 10/14/2021					
			OVERAGE PERIOD INVOICE#INS1635					
			ACCT#T1C14					

COUNTY MANAGER 12.23								
01 0	118004	NUBE GROUP	CONTRACT OVERAGE CHARGE FOR THE	401-10-2203	40101921	10/19/2021		65.66
	10/19/2021		08/01/2021 TO 08/31/2021 B/W					
			BEGIN 86781 END 89522-2741					
			COLOR BEGIN 29871 END 30869=998					

COUNTY MANAGER 65.66								
01 0	118005	P & M SIGNS INC	RAILROAD SIGNS FOR	402-60-2242	33101921	10/19/2021	37176	1263.80
	10/19/2021		ESHELMAN RD					
			INVOICE#86885					

COUNTY ROAD DEPARTMENT 1263.80								
01 0	118006	HEAVEY PERFORMANCE SYSTEMS	SAFETY INCENTIVE JACKPOT	600-06-2248	71101921	10/19/2021	37186	1309.00
	10/19/2021		QUARTERLY GAME CARDS					
			INVOICE#404798 ACCT#1004009					

RISK MANAGEMENT 1309.00								
01 0	118007	POSITIVE PROMOTIONS	BREAST CANCER AWARENESS BAGS,	600-06-2248	63101921	10/19/2021	37127	1006.71

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
1006.71	10/19/2021		COMFORT KIT SOCKS, EAR BUDS, SPINNERS AND PENS. INVOICE#06815362 ACCT#00317450-04					37127
								37127

RISK MANAGEMENT		1006.71						
01 O 118008		POWER PHONE INC	ONLINE BMD CERT - S. NOORZADY	911-85-2266	79101921	10/19/2021		37194
		419.45	GRT	911-85-2266		/ /		37194
			INVOICE#74199					20.45

DEA TRAINING GRANT		419.45						
01 O 118009		PRESBYTERIAN MEDICAL SERVICES	MHC RPHCA FY2022 DAILY OPERATIONS FOR JULY 2021	616-18-2272	36101921	10/19/2021		7502.00
		14502.00	DIABETES MEASURE INVOICE# JUL-21	616-18-2272		/ /		7000.00

RPHCA GRANT FY20		14502.00						
01 O 118010		PRESBYTERIAN MEDICAL SERVICES	MHC RPHCA FY2022 FOR AUGUST 21	616-18-2272	37101921	10/19/2021		7502.00
		7502.00	INVOICE#AUG-21					

RPHCA GRANT FY20		7502.00						
01 O 118011		PRESBYTERIAN MEDICAL SERVICES	MHC RPHCA FY2022 FOR SEPTEMBER 2021, DAILY OPERATIONS	616-18-2272	78101921	10/19/2021		7502.00
		7502.00	INVOICE#SEPT-21					

RPHCA GRANT FY20		7502.00						
01 O 118012		PRUDENTIAL OVERALL SUPPLY	CONTRACT UNIFORMS FOR ROAD	402-60-2236	6101921	10/18/2021		36645
		1409.49	INVOICE#9-14 TO 10-12 ACCT# 24563265					1409.49

COUNTY ROAD DEPARTMENT		1409.49						
01 O 118013		PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	75101921	10/19/2021		37.57
		161.58	UNIFORMS STETSON ARLBY MARISSA NICK	401-65-2236		/ /		65.22
			MATS AND MOPS FOR JUDICIAL ACCT# 45060-2452	401-16-2203		/ /		58.79

ADMINISTRATIVE OFFICES		37.57	OPERATIONS & MAINTENANCE	65.22	JUDICIAL COMPLEX MAINT	58.79		
01 O 118014		PUBLIC SAFETY PSYCHOLOGY GROUP	RETURN TO DUTY PSYCHOLOGICAL EVALUATION	401-50-2272	61101921	10/19/2021		37163
		539.38	J. STODUM & J. DURAN					37163
			CIS 09/23/2021					37163
			TAX					37163
			INVOICE#25677					39.38

COUNTY SHERIFF		539.38						
01 O 118015		SAFETY FLARE INC.	RECHARGE, TEST FIRE EXTING USED	401-08-2248	52101921	10/19/2021		37192
		22.95	IN UNIT PZ-2 2016 DOOSE					37192
			INVOICE#122665					

PLANNING & ZONING		22.95						
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CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	118016	SENERGY PETROLEUM, LLC	SHOP TANKS INVOICE#201930	402-60-2202	29101921	10/19/2021		7168.96
	7168.96		ACCT#TRCROAD DATE 10/13/2021					
COUNTY ROAD DEPARTMENT 7168.96								

01 0	118017	SERPERO OF SOUTH ALBUQUERQUE	CLEANUP AND CARPET SHAMPPOING	401-16-2215	23101921	10/19/2021		795.45
	795.45		OF SEWAGE AT TCSSO					
	10/19/2021		JUDICIAL COMPLEX					
			INVOICE#7056244					

JUDICIAL COMPLEX MAINT 795.45								
01 0	118018	SOUTHWEST COPY SYSTEMS	1030 COLOR COPIES 18 P/W COPIES	401-30-2221	77101921	10/19/2021		50.74
	50.74		TAX OVERAGES 09/09/2021					
	10/19/2021		10/08/2021 INVOICE#470893 ACCT#					
			CO28					

COUNTY TREASURER 50.74								
01 0	118019	STAPLES BUSINESS ADVANTAGE	PENS, PACKING TAPE, AA BATTERIES	401-21-2219	1101821	10/18/2021		138.53
	138.53		STAPLES, CANAKI COPY PAPER					
	10/19/2021		INVOICE#3489397777 ACCT#DAL					
			70109685/INVOICE#348525882					

ELECTIONS 138.53								
01 0	118020	STAPLES BUSINESS ADVANTAGE	CUSTOM STAPLES	401-10-2219	20101921			37212
	60.03		PENS (36 PACK)	401-10-2219		/		37212
	10/19/2021		SHARPIES (12 PACK)	401-10-2219		/		37212
			WALL FILE	401-10-2219		/		37212
			INVOICE#3489397779 ACCT#DAL			/		27.30
			70109685					

COUNTY MANAGER 60.03								
01 0	118021	SUMMITT FIRE & SECURITY LLC	PROVIDE AND INSTALL HANMHA	620-94-2611	30101921	10/19/2021		8991.50
	8991.50		INDOOR DOME CAMERAS IN RURAL					
	10/19/2021		ADDRESSING, FINANCE, GRANTS & NW					
			CORNER OF BUILDING					
			COUNTY ADMIN					
			PHASE #3					
			NMSWPA 00-00000-20-00093AP					
			INVOICE#2095781 ACCT#YORRAN9510					

INFRASTRUCTURE GROSS R 8991.50								
01 0	118022	SUPERIOR AMBULANCE	INMATE MEDICAL GURDIE	414-19-2293	65101921	10/19/2021		1423.74
	1423.74		INVOICE#T21-09-1249					
	10/19/2021							

2ND 1/8 GROSS RECEIPTS 1423.74								
01 0	118023	SUPPLY CACHE INC	CITROSQUEEZE - PPE CLEANER,	418-91-2248	21101921	10/19/2021		329.50
	445.48		1 GALLON JUG	418-91-2248		/		37004
	10/19/2021		DRIVER GLOVE LEATHER	418-91-2248		/		37004
			& PULL STRAP, LARGE	418-91-2248		/		37004
			DRIVER GLOVE LEATHER	418-91-2248		/		37004
			& PULL STRAP, MEDIUM	418-91-2248		/		37004

Date: 10/21/21 13:00:57 (CHRC60)

CHECK LISTING CHECKS PRINTED FROM 10/8/2021 TO 10/21/2021

Page: 11

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			DRIVER GLOVE LEATHER	418-91-2248	/	/	37004	19.90
			E PAIR STRAP, SMALL	418-91-2248	/	/	37004	56.28
			SHIPPING					
			INVOICE#271225A/271225B ACCT#					
			162983					

STATE FIRE ALLOTMENT 445.48

01 O 118024 TAVENNER'S TOWING & RECOVERY CLASS D STORAGE 401-50-2267 38101921 10/19/2021 37199 140.00

140.00

01 O 118025 SEARCH WARRANT CASE NUMBER 21080126 INVOICE#14101 37199 37199

COUNTY SHERIFF 140.00

01 O 118025 TFC PLUMBING & UTILITY LEAK DETECTION EQUIPMENT 401-15-2215 73101921 10/19/2021 37214 997.84

997.84

10/19/2021 COUNTY ADMINISTRATION INVOICE#R32841501 ACCT#121945 37214

ADMINISTRATIVE OFFICES 997.84

01 O 118026 TYLER TECHNOLOGIES, INC ENGLE & INCOUE 401-65-2228 69101921 10/19/2021 36687 4852.28

4852.28

10/19/2021 INVOICE#025-343289/025-343867

025-344627/025-345399/025-346933

025-347550 EAGLE TAX PROJECT

ASSESSORS AND TREASURERS ACCT#

54200

OPERATIONS & MAINTENANCE 4852.28

01 O 118027 WAGNER EQUIPMENT CO. REPAIR, CUTTING EDGES, AND 402-60-2244 9101921 10/18/2021 36799 7013.34

7013.34

10/19/2021 PARTS.

420F2-HMC00154 LOADER

950M-EMB01064 BACK HOE

G1 H00523

G2 H00520/INVOICE#94994/94980

G3 H00515/95069/95214 ACCT#88034

G4 H00514

G5 H00518

G6 H00513

G7 H00511

G8 H00517

G9 H00516

INMSWPA 90-000-19-00063

COUNTY ROAD DEPARTMENT 7013.34

01 O 118028 WESTERN TRAILS VETERINARY INC. LARGE STERILIZATIONS 401-82-2272 51101921 10/19/2021 37008 75.00

205.00

10/19/2021 SMALL STERILIZATIONS INVOICE#171321 ACCT#238 401-82-2272 130.00

ANIMAL SERVICES 205.00

01 O 118029 WITMER PUBLIC SAFETY GROUP RECHARGEABLE INTRANT 408-91-2248 10101921 10/18/2021 37008 453.63

907.25

10/19/2021 INSTRINSICALLY SAFE TILTING HEAD 413-91-2248 ANGLE LIGHT - HI VIZ GREEN / / 37008 37008

SHIPPING TAX//INVOICE#2155358 ACCT#TORCOU 37008 37008

STATE FIRE ALLOTMENT 907.25

Date: 10/21/21 13:00:57 (CHECK0) CHECK LISTING CHECKS PRINTED FROM 10/8/2021 TO 10/21/2021 Page: 12

CR# DATE Name Description Line Item Invoice # DATE PO # Amount

01 O 18030 WINTER PUBLIC SAFETY GROUP 405-91-2248 41101921 10/19/2021 37079 2499.00  
2691.11  
10/19/2021

TELE-LITE HONDA GENERATOR  
W/ LIGHT KIT COMBINATION  
EOL100 GENERATOR, LED-116,  
15,000 LUMENS  
TAX  
FREIGHT  
INVOICE#2159062 ACCT#TORCOU  
405-91-2248  
405-91-2248  
//  
//  
37079  
37079  
37079  
37079  
170.16  
21.95

STATE FIRE ALLOTMENT 2691.11

86 215912.23 / / TOTAL

** GRAND TOTAL **		215,912.23	.00
=====			
**TOTAL		51,885.06	.00
=====			
GENERAL FUND			
**DEPT	PLANNING & ZONING	497.95	.00
401-08-2248	SUPPLIES - SAFETY	22.95	.00
401-08-2300	BOARD MEMBER TRAVEL	475.00	.00
=====			
**DEPT	COUNTY MANAGER	137.92	.00
401-10-2203	CONTRACTS - EQUIPMENT MAINT	77.89	.00
401-10-2219	SUPPLIES - GENERAL OFFICE	60.03	.00
=====			
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	5,595.08	.00
401-15-2203	CONTRACTS - EQUIPMENT MAINT	37.57	.00
401-15-2208	UTILITIES - ELECTRICITY	3,041.99	.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2,515.52	.00
=====			
**DEPT	JUDICIAL COMPLEX MAINTENANCE	21,842.13	.00
401-16-2203	CONTRACTS - EQUIPMENT MAINT	58.79	.00
401-16-2208	UTILITIES - ELECTRICITY	2,947.75	.00
401-16-2215	MAINTENANCE & REPAIRS-BUILD/STRU	18,835.59	.00
=====			
**DEPT	COUNTY CLERK	59.88	.00
401-20-2219	SUPPLIES - GENERAL OFFICE	59.88	.00
=====			
**DEPT	ELECTIONS	434.80	.00
401-21-2219	SUPPLIES - GENERAL OFFICE	394.26	.00
401-21-2308	VOTING MACHINE STORAGE	40.54	.00
=====			
**DEPT	MOUNTAINAIR HEALTH CLINIC MAINT	2.29	.00
401-23-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.29	.00
=====			
**DEPT	HEALTH DEPT BLDG MAINTENANCE	352.17	.00
401-24-2208	UTILITIES - ELECTRICITY	349.88	.00
401-24-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.29	.00
=====			
**DEPT	MOUNTAINAIR SENIOR CENTER MAINT	430.32	.00
401-27-2208	UTILITIES - ELECTRICITY	428.03	.00
401-27-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.29	.00
=====			
**DEPT	COUNTY TREASURER	50.74	.00
401-30-2221	PRINTING/PUBLISHING/ADVERTISING	50.74	.00
=====			
**DEPT	ESPANOLA SENIOR CENTER MAINT	472.35	.00
401-36-2208	UTILITIES - ELECTRICITY	470.06	.00
401-36-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.29	.00
=====			
**DEPT	MORRISY SENIOR CENTER MAINT	244.82	.00
401-37-2208	UTILITIES - ELECTRICITY	242.54	.00
401-37-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.28	.00
=====			
**DEPT	COUNTY ASSESSOR	46.48	.00
401-40-2271	CONTRACT - OTHER SERVICES	46.48	.00
=====			
**DEPT	COUNTY SHERIFF	7,024.26	.00
401-50-2201	MAINTENANCE & REPAIRS - VEHICLES	4,100.00	.00
401-50-2208	UTILITIES - ELECTRICITY	171.15	.00
401-50-2231	SUPPLIES - WEAPONS/AMMUNITION	553.30	.00
401-50-2236	SUPPLIES - UNIFORMS	1,520.43	.00
401-50-2267	SERVICES - TOWING	140.00	.00



401-50-2272	CONTRACT - PROFESSIONAL SERVICES	539.38	.00
**DEPT	COUNTY FAIR	246.64	.00
401-53-2208	UTILITIES - ELECTRICITY	244.36	.00
401-53-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.28	.00
**DEPT	FINANCE DEPARTMENT	13.00	.00
401-55-2219	SUPPLIES - GENERAL OFFICE	13.00	.00
**DEPT	OPERATIONS & MAINTENANCE	13,091.21	.00
401-65-2213	CONTRACT - IT SERVICES	8,113.71	.00
401-65-2228	SOFTWARE	4,852.28	.00
401-65-2236	SUPPLIES - UNIFORMS	65.22	.00
**DEPT	ANIMAL SERVICES	1,343.02	.00
401-82-2201	MAINTENANCE & REPAIRS - VEHICLES	340.00	.00
401-82-2208	UTILITIES - ELECTRICITY	403.45	.00
401-82-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.29	.00
401-82-2218	FURN/FIX/ROUTP	43.98	.00
401-82-2220	SUPPLIES - CLEANING	167.39	.00
401-82-2271	CONTRACT - OTHER SERVICES	80.91	.00
401-82-2272	CONTRACT - PROFESSIONAL SERVICES	305.00	.00
**TOTAL	ROAD FUND	103,812.15	.00
**DEPT	COUNTY ROAD DEPARTMENT	17,080.98	.00
402-60-2202	SUPPLIES - VEHICLE FUEL	7,168.96	.00
402-60-2208	UTILITIES - ELECTRICITY	23.21	.00
402-60-2236	SUPPLIES - UNIFORMS	1,409.49	.00
402-60-2242	SUPPLIES - SIGNS	1,263.80	.00
402-60-2244	MAINTENANCE & REPAIRS-MACHINERY	7,013.34	.00
402-60-2248	SUPPLIES - SAFETY	202.18	.00
**DEPT	SB PROJECT	48,823.02	.00
402-63-2407	SB-7808(105)18	48,823.02	.00
**DEPT	SP PROJECT	37,908.15	.00
402-64-2408	SP-5-18(186)	37,908.15	.00
**TOTAL	DISTRICT 5 VPD	3,659.49	.00
**DEPT	STATE FIRE ALLOTMENT	3,659.49	.00
405-91-2208	UTILITIES - ELECTRICITY	253.47	.00
405-91-2230	SUPPLIES - MEDICAL	714.91	.00
405-91-2248	SUPPLIES - SAFETY	2,691.11	.00
**TOTAL	DISTRICT 2 VPD	1,096.08	.00
**DEPT	STATE FIRE ALLOTMENT	1,096.08	.00
406-91-2208	UTILITIES - ELECTRICITY	148.64	.00
406-91-2210	UTILITIES - WATER	277.56	.00
406-91-2230	SUPPLIES - MEDICAL	652.11	.00
406-91-2248	SUPPLIES - SAFETY	17.77	.00
**TOTAL	DISTRICT 1 VPD	1,249.10	.00
**DEPT	STATE FIRE ALLOTMENT	1,249.10	.00
407-91-2208	UTILITIES - ELECTRICITY	94.56	.00
407-91-2209	UTILITIES - NATURAL GAS/PROPANE	1,154.54	.00
**TOTAL	DISTRICT 3 VPD	1,772.54	.00

**DEPT	408-91-2201	STATE FIRE ALLOTMENT	1,772.54	.00
**DEPT	408-91-2208	MAINTENANCE & REPAIRS - VEHICLES	262.32	.00
**DEPT	408-91-2230	UTILITIES - ELECTRICITY	480.97	.00
**DEPT	408-91-2248	SUPPLIES - MEDICAL	516.23	.00
**DEPT	408-91-2248	SUPPLIES - SAFETY	513.02	.00
**TOTAL		DISTRICT 4 VFD	192.05	.00
**DEPT	409-91-2208	STATE FIRE ALLOTMENT	192.05	.00
**DEPT	409-91-2210	UTILITIES - ELECTRICITY	108.20	.00
**DEPT	409-91-2210	UTILITIES - WATER	83.85	.00
**TOTAL		COUNTY FIRE PROTECTION FUND	2,614.64	.00
**DEPT	411-92-2230	1/4% FIRE EXCISE TAX	2,614.64	.00
**DEPT	411-92-2271	SUPPLIES - MEDICAL	2,114.64	.00
**DEPT	411-92-2271	CONTRACT - OTHER SERVICES	500.00	.00
**TOTAL		FIRE DEPARTMENT ADMIN	747.44	.00
**DEPT	413-91-2248	STATE FIRE ALLOTMENT	747.44	.00
**DEPT	413-91-2248	SUPPLIES - SAFETY	747.44	.00
**TOTAL		INDIGENT FUND	1,423.74	.00
**DEPT	414-19-2293	2ND 1/8 GROSS RECEIPTS TAX	1,423.74	.00
**DEPT	414-19-2293	INDIGENT MEDICAL CLAIMS	524.76	.00
**TOTAL		DISTRICT 6 VFD	524.76	.00
**DEPT	418-91-2208	STATE FIRE ALLOTMENT	524.76	.00
**DEPT	418-91-2248	UTILITIES - ELECTRICITY	79.28	.00
**DEPT	418-91-2248	SUPPLIES - SAFETY	445.48	.00
**TOTAL		JAIL FUND	2,888.16	.00
**DEPT	420-70-2172	ADULT INMATE CARE	2,888.16	.00
**DEPT	420-70-2172	CARE OF INMATES	2,888.16	.00
**TOTAL		SAFETY PROGRAM	2,315.71	.00
**DEPT	600-06-2248	RISK MANAGEMENT	2,315.71	.00
**DEPT	600-06-2248	SUPPLIES - SAFETY	2,315.71	.00
**TOTAL		CIVIL DEFENSE FUND	188.08	.00
**DEPT	604-83-2208	COMMUNICATIONS/EMS TAX	188.08	.00
**DEPT	604-83-2208	UTILITIES - ELECTRICITY	188.08	.00
**TOTAL		RPHCA GRANT	29,506.00	.00
**DEPT	616-18-2272	RPHCA GRANT FV20	29,506.00	.00
**DEPT	616-18-2272	CONTRACT - PROFESSIONAL SERVICES	29,506.00	.00
**TOTAL		COUNTY INFRASTRUCTURE GRANT	9,791.50	.00
**DEPT	620-94-2218	INFRASTRUCTURE GROSS RECEIPTS TX	9,791.50	.00
**DEPT	620-94-2611	FURN/FIX/EQUIP	800.00	.00
**DEPT	620-94-2611	CO - BUILDINGS & IMPROVEMENTS	8,991.50	.00
**TOTAL		ESTANCIA BASIN WATER STUDY	417.45	.00

		DEBITS	CREDITS
**DEPT	WATER BOARD	417.45	.00
650-71-2272	CONTRACT - PROFESSIONAL SERVICES	417.45	.00
**TOTAL	EMERGENCY-911 FUND	1,828.28	.00
**DEPT	911-DISPATCH CENTER	1,408.83	.00
911-80-2203	CONTRACTS - EQUIPMENT MAINT	52.57	.00
911-80-2208	UTILITIES - ELECTRICALITY	1,353.98	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2.28	.00
**DEPT	DFA TRAINING GRANT	419.45	.00
911-83-2266	EMPLOYEE TRAINING	419.45	.00
BANK01	US BANK	215,912.23	.00
** BANK TOTALS **		215,912.23	.00



*Agenda Item*

*No. 10-A*

# TORRANCE COUNTY

Ordinance No. 2021-\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE EFFICIENT AND SANITARY DISPOSAL AND COLLECTION OF SOLID WASTE IN TORRANCE COUNTY; REGULATING SOLID WASTE, LITTER AND CONSTRUCTION & DEMOLITION DEBRIS; DESCRIBING PROCEDURES FOR ESTABLISHING SOLID WASTE MANAGEMENT FEES AND PROVIDING PENALTIES, SEVERABILITY, AND EFFECTIVE DATE**

WHEREAS, the Torrance County Board of Commissioners finds that it is necessary to provide for the efficient and sanitary collection, recycling, transportation and disposal of solid waste and construction and demolition debris and control of litter in Torrance County, to provide for the safety; preserve the health; promote the prosperity and improve the morals, order, comfort and convenience of the county and its citizens; and

WHEREAS, the Torrance County Board of Commissioners participated in establishing the Torrance County Solid Waste Authority, which is now known as the Estancia Valley Solid Waste Authority, for the purpose of providing a coordinated county-wide program for the collection of solid waste in cooperation with the incorporated municipalities of Moriarty, Estancia, Mountainair, Encino, and Willard; and,

WHEREAS, the Torrance County Board of Commissioners has determined that it is necessary to adopt the powers enumerated in Section 11-1-1 et seq. NMSA 1978 (Repl Pamp. 1983) for the storage, recycling, collection and disposal of solid waste; and,

WHEREAS, the Torrance County Board of Commissioners finds that it is necessary to provide a coordinated county-wide program of management of solid waste and construction and demolition debris in cooperation with Federal and State Agencies, and that it is necessary that a solid waste management program be implemented in order to protect the environment; provide for the safety; preserve the health; promote the prosperity and improve the morals, order, comfort and convenience of the county its citizens; and,

WHEREAS, the Torrance County Board of Commissioners finds that a system of solid waste collection is necessary in order to protect the environs of Torrance County from illegal dumping, to protect the environment, and promote the preservation of the natural beauty of Torrance County lands; and,

WHEREAS, the Torrance County Board of Commissioners finds it necessary to assess a fee, (hereinafter the Solid Waste Management Fee), to pay for the solid waste collection and disposal system described herein and to provide for a mechanism for collection of said fee,

WHEREAS, the current version of the Torrance County Solid Waste Management Ordinance was last revised in 2016; and,

WHEREAS, the 2016 version of this Ordinance is substantially identical to the original version passed in 1994 and did not adjust for departmental authority over personnel tasked with enforcement of portions of this Ordinance; and,

WHEREAS, Planning & Zoning Department personnel are utilized to enforce portions of this Ordinance; and,

WHEREAS, funding for equipment, supplies, vehicle maintenance, and vehicle fuel to enforce portions of this Ordinance is derived from the Planning & Zoning budget; and,

WHEREAS, the Zoning Director or Department Head has supervisory authority of department personnel; and,

WHEREAS, wording of the Interpretation and Conflict section of the 2006 version of this Ordinance conflicts with itself; and,

WHEREAS, definition changes were needed to reflect current NMAC Title 20 and Torrance County Zoning Ordinance definitions, and minor spelling corrections were required.

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "SOLID WASTE MANAGEMENT ORDINANCE," and shall be referred to herein as "this Ordinance." This Ordinance supercedes Ordinance 94-12 and shall be effective on the 27<sup>th</sup> day of November, 2021.

SECTION 2: AUTHORITY

This ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA ,1978 which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978 which enables the county to attach liens for unpaid charges established by ordinance.

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid ordinances. Whenever any provisions of this Ordinance are more or less restrictive than other laws, ordinances, or Torrance County resolutions, then whichever is the more restrictive shall govern.

SECTION 4: DEFINITIONS- The following definitions apply to this Ordinance

A. Word Construction - Words used in the present tense include the future; words in the masculine include the feminine; and words in the singular include the plural.

B. Definitions — the following definitions apply to this Ordinance

1. "Clean fill" means broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or soil that is uncontaminated, meaning the fill has not been mixed with any waste other than the foregoing, nor has it been subjected to any known spill or release of chemical contaminants, including petroleum product, nor treated to remediate such contamination; reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste including but not limited to land clearing debris, C&D debris, municipal solid waste, hazardous waste, or special waste.
2. "Zoning Enforcement Officer" is the person employed as the Zoning Director or his assigns as stipulated in the Torrance County Ordinance 90-3 dated May 11, 2016.
3. "Composting" is the process by which biological decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
4. "Construction and Demolition (C&D) Debris" is material generally considered to be water insoluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure project and includes rocks, soil, tree remains, trees and other

vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.

5. "County Commission" is the Torrance County Board of Commissioners, the duly constituted governing body of Torrance County.
6. "County Manager" is the chief administrative assistant to the Torrance County Board of Commissioners.
7. "Greenwaste" means landscape trimmings, including limbs and branches of 1 inch in diameter or greater. Does not include brush or tree stumps.
8. "Hazardous waste" includes material listed in 40 CFR261 classified as Toxic, Reactive, Ignitable, or Corrosive as described in subsections 261.21, 261.22, 261.23, and defined in subsection 261.3.
9. "Hauler" is any person transporting solid waste. [NMAC Title 20.9.2.7.H(1)]
10. "Litter" is solid waste or debris found in public areas or generated while traveling in a motor vehicle.
11. "Owner" is the property owner, whether residing on said property or not, the property being located within Torrance County and outside the corporate boundaries of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.
12. "Person" is any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town, village, or municipality or other legal entity, however organized,
13. "Premises" means any lot or combination of contiguous lots held in single ownership, together with the development thereon.
14. "Residence" is any habitable dwelling unit or each single unit of a multi-unit habitable dwelling.
15. "Responsible party" is defined as the owner of any premises.
16. "Solid Waste" is any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. [NMAC Title 20.9.2.7.S(9)]

"Solid Waste" does not include:

- a) waste from the extraction, beneficiation and processing of ores and waste materials, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
- b) agricultural waste, including, but not limited to, manures and other crop residues returned to the soil as fertilizer or soil conditioner;

c) sand and gravel;

d) solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1342 or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq.;

e) any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act, or substances regulated by the federal Toxic Substance Control Act.

17. "Solid Waste Facility" means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling, or disposal of solid waste, including landfill disposal facilities, transfer stations, convenience centers, resource recovery facilities, incinerators, and other facilities not specified. [NMAC Title 20.9.2.7. S(11)] "Solid Waste Facility" does not include a residential "backyard" composting pile that composts organic solid waste generated on-site or any facility or person accepting, stockpiling, or using clean fill material as long as:

a) the clean fill material does not create a public nuisance or adversely affects the environment;

b) the material is not placed in a watercourse or in any other manner inconsistent with the Water Quality Control Commission regulation 2-201 "Disposal of Refuse."

SECTION 5: ACCUMULATION OF SOLID WASTE, LITTER, AND CONSTRUCTION & DEMOLITION DEBRIS; REMOVAL; PENALTY

- A. No person shall permit to accumulate any solid waste on property owned, leased or occupied by that person within two hundred (200) feet of another occupied premises, except in covered water-tight containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C&D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter, or C&D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C&D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or C&D debris in violation of the terms of this Ordinance is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff, his Deputy, the Zoning Director, or his assigns are authorized, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that unlawful accumulations of solid waste, refuse, litter, or C&D debris may exist.
- 1) If, upon the basis of such inspection, the Sheriff, his Deputy, the Zoning Director, or his assigns find that a violation of Subsections A-E of this Section exists, he shall notify in writing the owner or any other person with an interest in or control of the property (whether, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from ten (10) days up to thirty (30) days.



- 2) Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant to properly correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission may contract for the correction of the unlawful accumulation, or order its correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.
- G. If the Sheriff, his Deputy, the Zoning Director, or his assigns find that the unlawful accumulation of solid waste, litter, or C&D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
  - H. Costs for correction of an unlawful accumulation of solid waste, litter, or C&D debris shall be determined on the basis of man-hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct costs paid by the County to correct the violation. The cost of correction shall be a lien upon the property and shall remain in full force and effect for the amount due plus other costs and attorney fees.
  - I. The County Manager or his designee shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented. The files shall be considered public records.

SECTION 6: SOLID WASTE, LITTER AND CONSTRUCTION & DEMOLITION DEBRIS  
PRE-COLLECTION PRACTICES

- A. Solid waste and recyclables are to be properly stored on the premises where they are generated, or shall be placed and maintained in County containers at a Torrance County Collection Station or other refuse and solid waste disposal facility(ies) franchised, licensed and/or permitted in conformance with applicable state law, state regulations, and this Ordinance.
- B. Solid waste transported for disposal at a Torrance County Collection Station shall be secured in garbage bags, with tarps, or straps as necessary to prevent fugitive waste.
- C. Hazardous waste may, at the sole discretion of the solid waste authority, be accepted for disposal at Torrance County collection stations only in household quantities, and only in secure containers.
- D. Wood ash which has not cooled or which may otherwise be capable of rekindling or igniting a fire if brought in contact with combustible materials may not be disposed at Torrance County collection stations.
- E. No garbage, solid waste, or debris shall be burned within the county.

SECTION 7: SOLID WASTE CONTAINERS

- A. Haulers are expressly prohibited from using County solid waste containers for the disposal of solid waste and C&D debris.
- B. The owner of every mobile home park shall provide for the collection of not less than .5 cubic yards of solid waste weekly per mobile home space. If the County Manager or his designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent the accumulation of solid waste or litter.
- C. The owner of every multi-family residential development consisting of five (5) or more units shall provide for the collection of not less than .5 cubic yards of solid waste weekly per residential unit. If the County Manager or his designee determines that additional containers are necessary, he

may order such additional containers as may be required to prevent accumulation of solid waste or litter.

- D. Any person using a County solid waste container shall comply with the rules and regulations established from time to time by the County Commission for the use, care and location of such containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled or emptied.
- E. Any solid waste, litter or C&D debris deposited in the County solid waste containers shall be reduced in size to no more than four (4') feet in length.
- F. In the event that the County solid waste container is full, solid waste shall not be placed on the ground or in proximity to the containers so as to constitute a litter or health hazard or become blown and scattered.
- G. No person shall impede access to a County solid waste container other than when necessary to remove and deposit solid waste.

#### SECTION 8: DAMAGE TO SOLID WASTE CONTAINERS

- A. No person, including children, shall be on top of or inside the County solid waste containers.
- B. No person shall intentionally damage any County solid waste container.
- C. Any person who damages a County solid waste container shall be liable to the County for the cost, repair, or replacement of such container, in addition to the penalties provided in Section 16 of this Ordinance.

#### SECTION 9: HAZARDOUS WASTE AND GREENWASTE

- A. Hazardous wastes in greater than household quantities shall not be disposed at Torrance County collection stations. Such waste shall be disposed of in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.
- B. Greenwaste shall only be disposed at designated Torrance County collection stations.

#### SECTION 10: CONSTRUCTION SITES AND TRANSPORTATION OF MATERIALS

- A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, furnish or place on that property a container or fenced area of suitable size and design to contain all solid waste, litter, or C&D debris which may be disturbed or removed from the premises or property by the wind or elements.
- B. No person generating solid waste or C&D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property for which the building permit was secured.
- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C&D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. C&D debris or solid waste shall be removed and disposed on within five (5) days of completion to an approved solid waste or C&D debris facility.

#### SECTION 11: SCAVENGING PROHIBITED

- A. No person shall remove, collect, or disturb solid waste or C&D debris stored in or disposed in a

solid waste facility or solid waste container unless authorized by the County.

- B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.

#### SECTION 12: REGULATIONS ADOPTED

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Environment Department or any division thereof, (or any successor department, agency or division), along with any subsequent revisions or amendments to such laws or regulations, are hereby adopted and incorporated herein by reference and made a part of this Ordinance; provided, however, the penalty provisions herein shall apply to violations prosecuted under this Ordinance.

#### SECTION 13: SOLID WASTE MANAGEMENT FEE

- A. Payment of the solid waste management fee shall be the obligation of the responsible party for each residence located in the unincorporated area of Torrance County.
- B. The County Commission shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.
- C. If there are multiple residences on a property, the solid waste management fee shall be assessed on each such residence.
- D. The solid waste management fee, and any subsequent modification thereof, shall be established and adopted through resolution by the County Commission.
- E. Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this Ordinance, and is subject to penalties set forth in Section 16. A.

#### SECTION 14: LIENS

- A. All fees arising under this Ordinance shall be payable by the responsible party of the residence being served at the time the rate or charge accrues and becomes due. The County of Torrance shall be entitled to a lien upon the residence and upon the tract or parcel of land being served for failure to pay such fees pursuant to the authority granted under Section 3-36-1 et seq. NMSA 1978, which lien shall be a first and prior lien on the property coequal with municipal liens pursuant to Section 3-36-2 NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The liens provided for in this section shall be enforced in the manner prescribed in Sections 3-36-7 NMSA 1978. For purposes of this section, such action shall be taken by the Torrance County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare that the general purpose of said lien is for the service supplied for the collection, transportation and disposal of solid waste.
- C. The charges and fees imposed herein are the obligation of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties, costs of enforcement, including attorney's fees

incurred in filing the lien.

#### SECTION 15: POWERS OF THE COUNTY

In connection with the operation of a solid waste collection system, the Torrance County Board of Commissioners may:

- A. Execute contracts on behalf of the County, with any municipality, county, or other unit of government, including the Estancia Valley Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C&D debris by any person within the unincorporated areas of Torrance County.
- C. Establish, assess and collect fees directly or through its authorized agent from responsible parties in amounts designated herein;
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C&D debris in consultation with the New Mexico Department of Environment.
- E. Develop, or authorize any contractor, including the Estancia Valley Solid Waste Authority, for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County, to develop, operating policies and procedures for the implementation of the provisions of this Ordinance.

#### SECTION 16: PENALTIES

- A. Persons violating the Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED (\$300.00) DOLLARS and/or NINETY (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than by disposing of it in an authorized container, convenience center, or landfill shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND (\$1,000.00) DOLLARS.
- C. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

#### SECTION 17: SEVERABILITY

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portions shall not be affected since it is the express intention of the Torrance County Board of Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

#### SECTION 18: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty days after the Ordinance has been recorded being the 27<sup>th</sup> day of November, 2021.

Ordinance 94-12 was originally passed, approved, and signed on the 12th day of December, 1994, by the Board of County Commissioners of Torrance County, New Mexico.

Ordinance 94-12 was amended on the 13th day of April, 2016, by the Board of County Commissioners of Torrance County, New Mexico.

This Ordinance is hereby passed, approved, and signed on the 27<sup>th</sup> day of October, 2021, by the Board of County Commissioners of Torrance County, New Mexico and supercedes Ordinance 94-12.

**APPROVED AS TO FORM ONLY:**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
County Attorney

Date

\_\_\_\_\_  
Ryan Schwebach, Chair

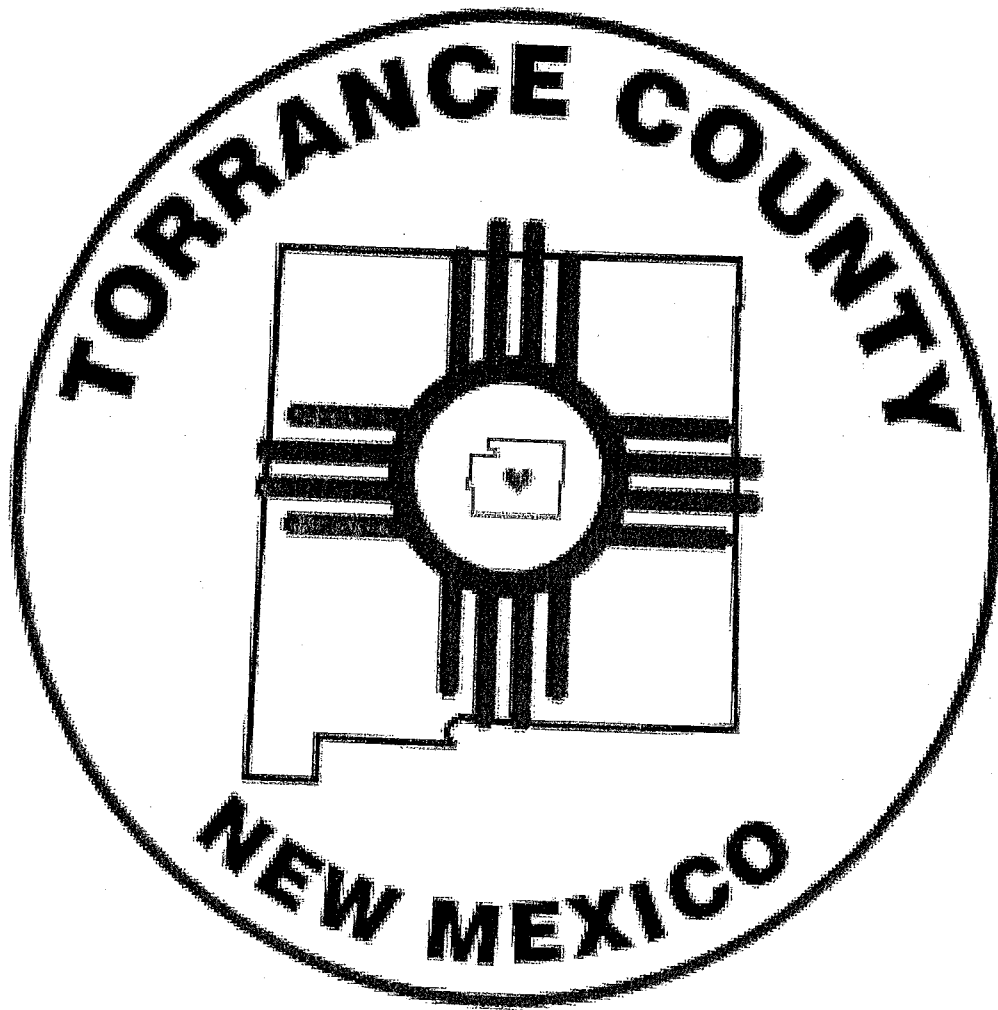
\_\_\_\_\_  
Kevin McCall, Vice Chair

\_\_\_\_\_  
LeRoy Candelaria, Member

**ATTEST:**

\_\_\_\_\_  
Yvonne Otero, County Clerk

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



*Agenda Item  
No. 11-A*

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**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. R 2021-**

**FIRE PROTECTION PERSONNEL OVERTIME EXEMPTION**

**WHEREAS**, in the course of providing services to the people of Torrance County, it is imperative that the Torrance County Fire Department provide twenty-four (24) hour service; and

**WHEREAS**, fire protection personnel include firefighters, paramedics, emergency medical technicians, rescue workers; and

**WHEREAS**, there is no limit on the amount of nonexempt work that an employee employed in fire protection activities may perform, so long as the employee meets the criteria set forth in the Fair Labor Standards Act (FLSA); and

**WHEREAS**, Section 3(s)(1)(C) of the FLSA covers all public agency employees of a State, a political subdivision of a State, or an interstate government agency; and

**WHEREAS**, Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis which may be from seven (7) consecutive days to 28 consecutive days in length; for work periods of at least seven (7) but less than 28 days, overtime pay is required.

**NOW, THEREFORE BE IT RESOLVED** that the proposed Fire Protection Personnel Overtime Exemption is hereby approved granting fire protection personnel overtime after 106 hours worked during a 14-day work week; and

This Resolution shall supersede Resolution No. R 2021-38 in its entirety and shall take effect immediately upon its adoption.

**DONE THIS 27<sup>th</sup> DAY OF OCTOBER, 2021.**

TORRANCE COUNTY COMMISSION

\_\_\_\_\_  
Ryan Schwebach, Chair, District 2

\_\_\_\_\_  
Kevin McCall, Vice Chair, District 1

Attest:

\_\_\_\_\_  
LeRoy M. Candelaria, Member, District 3

\_\_\_\_\_  
Yvonne Otero, County Clerk

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42 Approved as to form only:

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John M. Butrick, County Attorney





*Agenda Item  
No. 12-A*



*Agenda Item  
No. 12-B*



**Coast 2 Coast Automotive Perform**  
 1819 East Tucumcari Blvd  
 Tucumcari, NM 87035  
 (575) 461-7826

**INVOICE**

Reference Number: 3792  
 Opened Date: 10/30/2020 03:30 PM  
 Purchase Order: 35954

**Customer**

Torrance County Fire Department  
 torrance county fire  
 p.o box 48 205 9th st  
 estancia, NM 87016  
 Cell: (505) 507-6177  
 invoices@tcnm.us

**Vehicle**

2018 Chevrolet Silverado 2500 HD LT  
 6.0L 5967CC V8 FI VIN: B-LC8-Flex

**Symptoms/Requested Work**

Item	Description	Tax	Qty	Price	Extended
<b>Additional Items</b>					
Part	iron man all country 265/70/r17	*	1	\$ 174.25	\$ 174.25
Labor	mount and balance		1	\$ 20.00	\$ 20.00

**Technicians:** Coast to Coast Muscle Cars

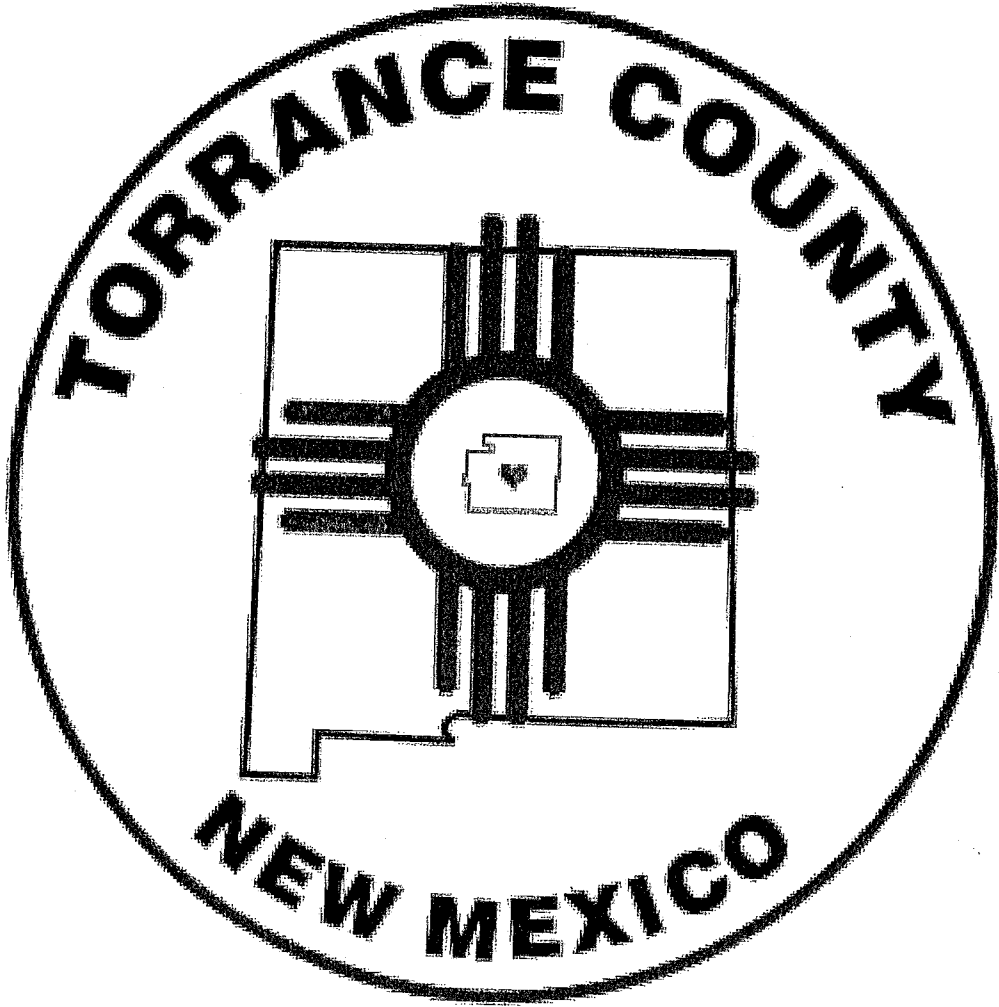
Signed 

Date 10/3/20

<b>Subtotal</b>				
Parts	Labor	Other		\$ 194.25
\$174.25	\$20.00	\$0.00		
* = Sales Tax @ 7.687%				\$ 13.39

<b>Total</b>	<b>\$ 207.64</b>
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Payments	
<b>Balance</b>	<b>\$ 207.64</b>



*Agenda Item  
No. 12-C*



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-1348132  
 Contract Number: USC00023723  
 Contract Modifier: RCHG01

Date: 10/06/2020

Company Name: TORRANCE COUNTY OFFICE
Attn:
Billing Address: PO BOX 449
City, State, Zip: MC INTOSH , NM, 87032
Customer Contact: Christine Snow
Phone: 505-384-9631

Required P.O. :  
 Customer # : 1012507276  
 Bill to Tag # :  
 Contract Start Date : 01-Jul-2021  
 Contract End Date : 30-Jun-2027  
 Anniversary Day : Jun 30th  
 Payment Cycle : ANNUALLY  
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SSV01S01627A	ASTRO SUA II UO IMPLEMENTATION SERVICES CC	\$0.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$275,620.35
	LSV01S01290A	ASTRO K CORE WINDOWS CLIENT AND CONSOLE	\$35,914.11
	SSV01S01625A	ASTRO SYSTEM UPGRADE AGREEMENT II CC	\$30,963.64
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$61,927.28
	SSV01S01629A	ASTRO SUA II FIELD IMPLEMENTATION SVC CC	\$23,198.66
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$50,721.72
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$30,000.00
	SVC02SVC0001C	MICROWAVE SERVICES	\$100,572.48
		Subtotal - Recurring Services	\$41,675.65
		Subtotal - One-Time Event Services	\$0.00
		Tax	\$0.0
		Total	\$41,675.65
			\$608,918.24
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: State of New Mexico Purchasing Contract #: 10-00000-20-00048AH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-1348132  
Contract Number: USC000023723  
Contract Modifier: RCHG01

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CUSTOMER (PRINT NAME)

---

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Frank Mendez

915-549-7251

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : TORRANCE COUNTY OFFICE  
Contract Number : USC000023723  
Contract Modifier : RCHG01  
Contract Start Date : 01-Jul-2021  
Contract End Date : 30-Jun-2027



**MOTOROLA SOLUTIONS**

## **SERVICE AGREEMENT**

500 W Monroe Street  
Chicago, IL 60661  
(888) 325-9336

Quote Number : QUOTE-1348132  
Contract Number: USC000023723  
Contract Modifier: RCHG01

### **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### **Section 4. SCOPE OF SERVICES**

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

#### **Section 5. EXCLUDED SERVICES**

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



**MOTOROLA SOLUTIONS**

## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1348132  
Contract Number: USC000023723  
Contract Modifier: RCHG01

### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.





## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1348132  
Contract Number: USC000023723  
Contract Modifier: RCHG01

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



500 W Monroe Street  
Chicago, IL 60661  
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## SERVICE AGREEMENT

Quote Number : QUOTE-1348132  
Contract Number: USC000023723  
Contract Modifier: RCHG01

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



# State of New Mexico General Services Department

## Statewide Price Agreement

**Awarded Vendor:**  
**11 Awarded Vendors- See pages 6&7 for details**

**Email:**  
**Telephone No.:**

Price Agreement Number: **10-00000-20-00048**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See pages 6&7**

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

Procurement Specialist: **Raelynn Lujan** *RL*

Telephone No.: **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

**Invoice:**  
**As Requested**

**Title: Communications, Radio Equipment, Parts, Accessories and Related Services**

**Term: November 18, 2020 thru November 17, 2022**

**This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

**x This Agreement was signed on behalf of the State Purchasing Agent**

*JDL*

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-2

**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.
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, 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

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-3

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 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **Items:** 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. **Submission of Bid:** 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 bid 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. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### 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

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-4

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.

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: <https://bewellnm.com>.

D. For purposes of this Paragraph, 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!*

### 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 public 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

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. 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)

State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement #: 10-00000-20-00048

Page-5

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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**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 – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

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

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-6

**Awarded Vendors:**

(AA) 0000051480  
Advanced Communications and Electro  
2417 Baylor Drive SE  
Albuquerque, NM 87106  
(505) 244-3321  
lhenz@advtwoway.com

Delivery: 10 days ARO, typical  
Preference: Resident

(AB) 0000116813  
Code 3 Service, LLC  
2323 Aztec Rd NE- STE A  
Albuquerque, NM 87107  
(505) 407-2310  
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342  
Electro-Magwave, Inc  
PO Box 2182  
Fairfax, VA 22031  
(216) 232-0244  
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-  
Free Shipping for Order Total >\$1,000.

(AD) 0000135964  
Enchanted Technology Solutions, LLC  
P.O. Box 29374  
Santa Fe, NM 87592  
(505) 946-8219  
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372  
Holzberg Communications, Inc.  
PO Box 322  
Totowa, NJ 07511  
(800) 654-9550  
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398  
Icom America Inc  
12421 Willows Road NE  
Kirkland, Washington 98034  
(425) 450-6090  
govsales@icomamerica.com

Delivery: 30-60 days ARO  
(Large quantities: 90-120 days ARO)

(AG) 0000111558  
L3Harris Technologies, Inc.  
PO Box 419436  
Boston, MA 02241-9436  
(800) 368-3277  
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

(AH) 0000013468  
Motorola Solutions Inc  
13096 Collections Center Dr.  
Chicago, IL 60693-0000  
(505) 850-8194  
manny.barreras@motorolasolutions.com

Delivery: FOB  
Preference: Resident

(AI) 0000086640  
R.T.C., Inc.  
300 E. Sunset Rd.  
El Paso, TX 79922  
(915) 584-6646  
mercy@rtcinc.org  
omar@rtcinc.org

Delivery: 1-8 weeks

(AJ) 0000137644  
Southwest Customs LLC  
17 HWY 82  
Alamogordo, NM 88310  
Office: (575) 488-1340  
Cell: (650) 283-4471  
collier@swcustoms.net

Delivery: As requested; at the discretion  
or purchase/end user/ requisitioner

(AK) 0000046297  
Specialty Corporation  
PO Box 23277  
Albuquerque, NM 87192  
(505) 294-6100

Delivery: same day if in stock,  
if not 2-8 weeks

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-8

**Specifications:**

**Supplemental Terms and Conditions**

**General**

This is a Statewide Price Agreement; therefore, there is no guarantee of the minimum quantities of items or services to be purchased.

Offerors submitting bids must be authorized employees of the company they represent who can fulfill all terms and conditions of the resulting Statewide Price Agreement.

**Multiple Awards**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1- 154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery.

Awards will be made to meet the best interests of the State of New Mexico.

**Term**

The term of this agreement shall be for a two (2) year term from date of award with the option to extend every two (2) years up to a maximum of ten (10) years; by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed ten (10) years.

Pricing in the agreement is based on a fixed percentage off the published list price. These percentages are fixed during the first two years of the agreement. Amended percentages off the published list price may be negotiated after the second year at the discretion of State Purchasing.

**Agreement Performance Monitoring**

Monitoring the performance of the awarded contractor is a key function to ensure that the contractor is performing all duties in accordance with the awarded Price Agreement. All performance or monitoring will be documented and shared with any local public body or State agency utilizing the Price Agreement. They will be made aware of and addressed any developing problems or concerns. Pursuant to the Procurement Code, Sections 13-1-161 and 13-1- 182 the State reserves the right to evaluate and monitor the performance of this Price Agreement.

**Reporting Requirements**

At the request of State Purchasing, Contractor agrees to submit reports or other documentation in accordance with the Terms and Conditions of the ITB and Statewide Price Agreement. If the Contractor fails to submit reports to NM State Purchasing Division in a timely and satisfactory manner, any such reports, documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Statewide Price Agreement.

**Equipment Warranty**

All items proposed by the bidder should be warranted for defects in materials and workmanship for a minimum of one (1) calendar year, or the manufacturer's standard U.S. warranty period, from the date of delivery to the purchaser. If the bidder is the manufacturer of any item proposed or sells that item under its own brand label, the warranty offered to the State of New Mexico under this procurement should be as

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-9

favorable as any warranties provided to other governmental or retail customers. The bidder should provide the authorized purchaser with any manufacturer warranty information or registration materials for items proposed or supplied as a result of this procurement.

In the event defects become evident within the manufacturer's warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the State.

**Extended Warranty**

If the radio equipment is subject to an extended warranty option, it should be so noted and the price(s) of the extension(s) should be included in the Equipment and Services Schedule (ESS) Template for schedule is included in bid pricing response form.

**Out of Warranty Repair Service and Parts**

The bidder may agree to service and repair all equipment sold to authorized purchasers under the scope of this procurement for the term of the awarded Price Agreement.

Send-in maintenance coverage must be offered for all items sold if the vendor bids such a service. Such servicing and repairs may be performed on either a time and materials basis or maintenance agreement basis at the option of the purchaser for purchased equipment and should be provided throughout the life of the Price Agreement.

The bidder may include on their ESS a guaranteed maximum hourly rate for time and a price for parts for repair of their equipment that is beyond the standard warranty. All repair parts are to be available to the Agency if they choose to do their own repairs at the above repair parts prices.

The bidder should also agree to perform upgrades, updates, and/or modifications approved by the equipment's manufacturer on send-in time and material basis, fixed fee basis or make the materials required for the modification/upgrade available to the Agency for self-installation.

**Warranty on Repairs**

The bidder should guarantee all repairs, upgrades or modifications for at least 90 days from the date of repair and should perform all repairs using materials and techniques in accordance with manufacturer's specifications. The bidder may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the bidder agrees to perform such repairs, upgrades or modifications, the repair should be guaranteed for a period of at least 90 days from the date of repair.

**Technical Support**

All contractors should make available prompt factory level technical support of all items they offer to the Agency. This support may be by means of a telephone call and/or email to the factory or a factory representative at a "district level."

This requirement may also be met by a visit from an onsite technical representative from the manufacturer. The technical support should be available during regular business working hours Monday through Friday.

**Engineering Support**

All contractors may provide pricing for engineering services including but not limited to system design, traffic routing, path analysis, microwave path budgeting, frequency planning, structural analysis, feasibility studies, terrain analysis, site development, system documentation and system trouble shooting.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

**Discontinued Items**

During the term of this Price Agreement, should the manufacturer discontinue any of the items on the ESS, the vendor shall attempt to furnish a replacement item that is equal to or better than the discontinued item. The final price of the replacement item shall be similar to the discontinued item. The using entity reserves the right to accept the replacement item. After evaluating the replacement item, the Agency reserves the right to cancel the portion of the Price Agreement and re-bid if it is deemed in the best interest of the State of New Mexico.

**Training Costs**

The bidder may include on the ESS a list of all training classes, seminars, etc. that are available for the equipment offered to the Agency in the bid. The bidder should list the price of each class, the location where each is held, whether or not they are offered online, the duration of each and the maximum number of students per class. The bidder should also indicate which, if any, might be conducted at a location in New Mexico and approximate cost for a given number of students. Video presentations in DVD and internet based streaming format are recognized as viable training programs and should be included in the offerors catalog or bid if available. The video training programs must be of the same technical level as the live classroom instruction provide by the bidder.

**Shipping**

This is a Statewide Price Agreement; therefore it can be used by all government entities in New Mexico, allowed by law. Each using entity will have its own delivery location(s). The Contractor must verify the delivery location at the time of order.

Equipment order by Department of Information Technology will be shipped to the address below.

Public Safety Communications  
State Police Complex  
4491 Cerrillos Road  
Santa Fe, NM 87505

**Scope of Procurement:**

The State of New Mexico General Services Department/State Purchasing Division, (“SPD”), is seeking fully certified resellers or manufacturers that will provide **Communications, Radio Equipment, Parts, Accessories and Related Services** to support the State’s current and future communications infrastructure.

The results of this bid will establish multiple Statewide Price Agreements.

The pricing for all Communications, Radio Equipment, Parts, Accessories and Related Services must not include New Mexico Gross Receipts Tax (NMGRT). However, the services are subject to the NMGRT and are applicable to the current rate for the period, which the services are performed.

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by user Agency

It is preferable that the offeror maintain and guarantee accessibility to their catalog URL or direct link, for the duration of the awarded Price Agreement. It is desirable, although not required, for the awarded contractor to provide historic pricing information upon request. The awarded Contractor shall provide all quotes and invoices listing both the list price of catalog items as well as the discounted price for each item. The ability to add new Communications, Radio Equipment, Parts, Accessories and Related Services to the awarded

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-11

Contractor's URL or direct link is to the benefit of the procuring agencies, authorized purchasing entities and the Contractor. The purpose is for the State to continue to keep up with advancing technology. All Communications, Radio Equipment, Parts, Accessories and Related Services must be commercially available at the time the award is made and when additional Communications, Radio Equipment, Parts, Accessories and Related Services are added to the catalog.

Any additions must fall within the original scope and intent of this ITB.

**Specifications:**

- A. Radio Communication Equipment  
Including Receivers/Pagers; Land Mobile Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios in accordance with current industry standards; Base Stations, Repeaters and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 capable stations and repeaters); Communication Control Console Systems; Portable Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios); Radio Trunking Control Systems, ancillary equipment and software; Radio Communications Towers and associated equipment; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband, WiFi and LTE (to include commercial and Band 14 FirstNet compatible devices); Networking including System-wide and local Interoperability Solutions; Biometric Applications.
- B. Emergency Response Command and Control Equipment and Services  
This Invitation to Bid (ITB) will establish a Statewide Price Agreement for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by New Mexico's state agency or local public bodies. Actual operators of the equipment will be "first-on-the-scene" emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.
- C. Mobile Command Interoperable Communication Equipment and Services  
This ITB will establish a Statewide Price Agreement for systems and equipment for voice, data and video communication interoperable for mobile command systems. Access to wide area network may be via optional satellite, optional wireless (WiFi) optional video network interfacing, optional networking (including public or private LTE systems) and gateway interfaces. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable.
- D. Implementation Services  
This category was added to describe the types of services the Bidder may choose to offer in order to integrate and implement the various products offered in Categories A, B and C above, into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by the Bidder in the other categories. These services may include support to system design, installation integration, system or component optimization, testing, training, obtaining certifications...etc. Bidders may bid integration or implementation services for products from any or all of the Categories. It is preferable that bidders bid integration services for all products for which the bidder is submitting a bid.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

**New Mexico Administrative Reporting and Fees:** All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **“Gross total sales”** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

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

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

Payment shall be made by check payable to the “State Purchasing Division”. This Price Agreement number 10-00000-20-00048 must be included on all payments and Quarterly Sales Reports.

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

Sample Reports can be found at:  
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: [GSD.QuarterlyUsageR@state.nm.us](mailto:GSD.QuarterlyUsageR@state.nm.us)

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

**Method of Award:**

The New Mexico State Purchasing Division will establish a Statewide Price Agreement for **Communications, Radio Equipment, Parts, Accessories and Related Services.**

It may be impossible to list all the specific components that may be required for **Communications, Radio Equipment, Parts, Accessories and Related Services**; therefore, equipment, parts, accessories and related services may be listed in an equipment catalog or equipment and Services Schedule using an updated and working URL Link.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

Page-13

Vendors are encouraged to update their equipment offered with the latest technologies applicable to the Price Agreement. The same discounts will apply to any equipment added to the price agreement.

The State of New Mexico reserves the right to obtain bids from any and all successful bidders for **Communications, Radio Equipment, Parts, Accessories and Related Services** and award the bid to a contractor or multiple contractors based on price, percentage discounts, schedule and the ability to perform satisfactorily. Awards will be made to meet the best interests of the State of New Mexico.

- I. The Bidders expecting to sell **Communications, Radio Equipment, Parts, Accessories and Related Services** by a specific manufacturer, as a result of this procurement must submit a minimum percentage **(%) discount off MSRP** for that particular manufacturer type. If no discount is being offered (but you can provide the type) for a specific product then the discount must be listed as 0%.
  1. The Bidders must provide at least one (1) or more Manufacturer Type(s)
  2. Product Category
  3. Account Product Code (APC)
  4. Item
  5. Short Description
  6. MSRP Percentage (%) Discount

\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

- II. **Implementation Services, Maintenance & Support:** At a minimum, the Bidder may provide a fixed hourly or fixed daily rate for the following services, if the bidder offers these services:
  1. System Technician or Technologist
  2. Standard Shop Installation
  3. Mobile Radio Installation
  4. Radio Programming
  5. Training
  6. Post-Warranty Maintenance
  7. Support Services – Implementation
  8. Support Services – Post Implementation
  9. Project Management Services

In cases where post warranty, maintenance, and support services are quoted based on an annual, system-level pricing, the vendor shall indicate "system" and provide such pricing in the individual bids.

- III. The bidder must provide a working URL Link to their catalog(s) if the bidder maintains such a catalog.
- IV. The Bidders must be a fully certified reseller or manufacturer for the Communications, Radio Equipment, Parts, Accessories and Related Services proposed for this bid.

\*\*\* End of Specifications \*\*\*

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-20-00048

**Items Awarded:**  
Listed in pages below



**II. Implementation Services: Software Integration, Hardware Installation and Training**

No.	Service	Vendor (AA)		Vendor (AB)		Vendor (AC)		Vendor (AD)		Vendor (AE)	
		MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)
1	System Technician Technologist	0%	\$125.00	0%	\$125.00	No Bid	No Bid	0%	\$175.00	No Bid	No Bid
2	Standard Shop Installation	0%	\$95.00	0%	\$95.00	No Bid	No Bid	0%	\$125.00	No Bid	No Bid
3	Mobile Radio Installation	0%	\$105.00	0%	\$95.00	No Bid	No Bid	0%	\$150.00	No Bid	No Bid
4	Radio Programming	0%	\$95.00	0%	\$55.00	No Bid	No Bid	0%	\$100.00	No Bid	No Bid
5	Training	0%	\$125.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
6	Post-Warranty Maintenance	0%	\$105.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
7	Support Services – Implementation	0%	\$105.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
8	Support Services – Post Implementation	0%	\$105.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
9	Project Management Services	0%	\$125.00	0%	\$175.00	No Bid	No Bid	0%	\$150.00	No Bid	No Bid

Additional Items by Vendors:		Vendor (AB)		Vendor (AD)	
		MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)
10	Design Engineering	0%	\$250.00	0%	\$250.00
11	Senior System Engineer	0%	\$300.00	0%	\$300.00
12	Consulting	0%	\$200.00	0%	\$200.00
13	Staging	0%	\$500.00	0%	\$200.00
14	Travel Per-diem	0%	\$150.00	0%	\$200.00
15	Travel Mileage	0%	\$0.55	0%	\$100.00

Vendor (AF)		Vendor (AG)		Vendor (AH)		Vendor (AI)		Vendor (AJ)		Vendor (AK)	
MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)
30%	See Appendix ___	0%	Refer to cataloge	0%	\$1,805.00 Daily Rate	0%	\$95.00	n/a	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	\$150.00 Per hour	0%	\$95.00	n/a	\$75.00	0%	\$170.00
30%	See Appendix ___	0%	Refer to cataloge	0%	\$180.00-\$500.00 Per hour	0%	\$95.00	n/a	\$75.00	0%	\$170.00
30%	See Appendix ___	0%	Refer to cataloge	0%	\$55.00-\$125.00 per hour	0%	\$95.00	100% w/purchase	\$75.00	0%	\$30.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	100% w/purchase	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	100% w/purchase	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	100% w/purchase	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	n/a	\$75.00	0%	\$85.00
No Bid	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	n/a	\$75.00	0%	\$85.00

Vendor (AF)		MSRP % Discount	\$ Rate (indicate Hourly or Daily)
10	Additional Items by Vendors: Extended Warranty Options (as per specifications instructions)	30%	See Appendix ___

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**III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:**

<b>Vendor</b>	<b>Links</b>
Vendor (AA)	See Appendix _
Vendor (AB)	<a href="http://www.code3services.com/catalogs.html">www.code3services.com/catalogs.html</a> Sales@code3services.com
Vendor (AC)	mike.wieke@emwaveinc.com <a href="http://www.emwaveinc.com">www.emwaveinc.com</a> <a href="http://www.nearson.com">www.nearson.com</a> sales@emwaveinc.com
Vendor (AD)	
jeffg@ets.us.com Vendor (AE)	No Bid
Vendor (AF)	<a href="http://www.icomamerica.com/clientproposal">http://www.icomamerica.com/clientproposal</a>
Vendor (AG)	<a href="https://premier.pspc.harris.com/infocenter/">https://premier.pspc.harris.com/infocenter/</a> <a href="https://www.harris.com/solution/pspc-technical-training">https://www.harris.com/solution/pspc-technical-training</a>
(AH)	<a href="http://www.motorolasolutions.com/en_xu/product-catalog-search.html">http://www.motorolasolutions.com/en_xu/product-catalog-search.html</a>
Vendor (AI)	URL Links not available. Price Catalogs are available upon request.
Vendor (AJ)	<a href="https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf?dl=0">https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf?</a>
Vendor (AK)	No Bid

ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

- A. Radio Communication Equipment
- B. Emergency Response Command and Control Equipment and Services
- C. Mobile Command Interoperable Communication Equipment and Services
- D. Implementation Services

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount:
1	Microsemi	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
2	9dot NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
3	Access Technologies	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
4	ACTI	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
5	Adtran	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
6	Advanced Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	3%
7	Advanced Tower Services	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
8	Advantec/ACT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
9	Airspan	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
10	AirSpan Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
11	Alber	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
12	AlertSense	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
13	Alvarion	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
14	Alvarion	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
15	Amphenol	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
16	Andrew	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
17	Andrew Commscope	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
18	Anritsu	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
19	Aranet	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
20	Asentria	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
21	Asset Management	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
22	Astron	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
23	Aviat	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
24	Axell Wireless	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
25	Axis Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
26	Balcells	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
27	BDA Bi Directional Amp	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
28	Bendix King / Relm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	8%

## Vendor (AA)

29	Bird	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
30	Brickcom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
31	BridgeWave Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
32	Broken Arrow Electric	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
33	Brother	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
34	CalAmp	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
35	Cambium Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
36	CBNL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
37	Cel-Fi by Nextivity	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
38	Cellular Specialties	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
39	Ceragon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
40	Cisco Systems	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
41	Citel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
42	Cobham	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
43	Codan Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
44	Code 3	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
45	CommScope	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
46	Crane Services of NM	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
47	DAS Distributed Antenna Ssystems	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
48	David Clark	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
49	DDB Unlimited	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
50	Dell	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
51	DigiKey	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
52	Dragonwave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
53	DuraComm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
54	DVL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
55	EF Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	8%
56	EMR Corp.	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
57	EnviroBuilding	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
58	Ericsson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
59	Exalt Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
60	Extralink	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
61	Extreme	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
62	Extreme Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
63	Extricom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
64	FCC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
65	Federal Signal	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
66	Fiplex Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
67	FireCom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
68	Firetide	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%

69	Fontech	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
70	Freedom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
71	FreeWave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
72	G Wave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
73	Gaionics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
74	Gamber Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
75	Gamma Electronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
76	Garmin	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
77	Generac	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
78	General Dynamics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
79	General Electric	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
80	Generators and UPS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
81	GeoTechnical	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
82	Getac	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
83	grounding	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
84	G-Wave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
85	Havis	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
86	HVAC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
87	ICOM	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
88	ICT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
89	Installation	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
90	Integra Enclosures	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
91	Interference	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
92	Iridium	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
93	Itelite	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
94	ITS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
95	JPS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
96	Juniper Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
97	Kenwood EF Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	15%
98	KP Performance Antennas NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
99	L3 Mobile Vision	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
100	L3Harris	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	15%
101	Laird	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
102	LTE	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
103	MARS Antennas	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
104	Maxrad / PC Tel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
105	MCM Technology	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
106	Megger	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
107	Mercury Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
108	Microwave Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%

109	Midland	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
110	MikroTik	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
111	Mimosa	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
112	Mobile Mark	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
113	Mor-Co	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
114	Motorola Solutions, Inc.	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
115	MP Antenna	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	12%
116	MTI Wireless Edge	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
117	NEC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
118	netElastic Systems NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	3%
119	NetworkFleet	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
120	NEWMAR	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
121	Nokia	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
122	Nomadix	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
123	Novi Security	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
124	On Site Repair	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
125	Otto	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
126	Paessler	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
127	Panasonic	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
128	PC Tel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
129	PCTEL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
130	Pepro	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
131	Polyphaser	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
132	Power Products	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
133	Preventative Maintenance	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
134	Primus	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
135	PRO Tower	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
136	Programming	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
137	Project Management	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
138	Proxim	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
139	Pulse Larsen	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
140	Pyramid	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
141	Radio Rental Services	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
142	Radio Waves Inc	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
143	Radiowaves	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
144	Radwin	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
145	Raetheon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
146	Redline Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
147	RFS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
148	Ridgeline Engineering	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
						0%

149	Rohn	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
150	Ruckus	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
151	Sabre	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
152	Samsung	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
153	Santa Cruz	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
154	Service Maintenance	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
155	Setcom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
156	sheller	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
157	SIAE MICROELETTRONICA	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
158	Siklu	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
159	Sinclair	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
160	Site Pro Valmont	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
161	Site Survey	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
162	SkyPilot by Trilliant	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
163	SmartPTT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
164	SOLiD	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
165	Solis Energy	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
166	SPINNER Group	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
167	Sti-Co	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
168	Tait	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
169	Talley	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
170	Teldio	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
171	Telewave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
172	Telex	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
173	Tessco	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
174	ThermoBond	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
175	Times Microwave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
176	Tower Analysis	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
177	Tower Inspection	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
178	Tower Shelter	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
179	Towers	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
180	Transtector	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
181	TruckVault	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
182	Trylon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
183	TX/RX	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
184	Tycon Systems NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
185	Ubiquiti	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
186	Video Solutions	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
187	Videotec	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
188	Vumil	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%



**Vendor (AA)**

189	WaveIP	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
190	Westell	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
191	Whelen	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
192	Wilson Electronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
193	Wincomm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
194	WinnCloud	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
195	Winncom Technologies	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
196	Xirrus by Cambium	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
197	Zetron	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
198	Tariff Charges from Vendor	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	passthrough - no

**Vendor (AA)**

State of New Mexico  
 General Services Department  
 Purchasing Division  
 ITB Statewide Price Agreement #: 10-00000-20-00048  
 Page-17

III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

No.	Manufacturer	URL Link
1	Microsemi	<a href="http://www.wincom.com">www.wincom.com</a>
2	9dot NEW	<a href="http://www.wincom.com">www.wincom.com</a>
3	Access Technologies	<a href="http://www.atism.com">www.atism.com</a>
4	ACTI	<a href="http://www.wincom.com">www.wincom.com</a>
5	Adtran	<a href="https://www.adtran.com/">https://www.adtran.com/</a>
6	Advanced Communications	<a href="https://www.advtoway.com/">https://www.advtoway.com/</a>
7	Advanced Tower Services	<a href="https://www.advtower.com">https://www.advtower.com</a>
8	Advantec/ACT	<a href="https://advantec.com/">https://advantec.com/</a>
9	Airspan	<a href="http://www.wincom.com">www.wincom.com</a>
10	AirSpan Networks	<a href="http://www.airspan.com">www.airspan.com</a>
11	Alber	<a href="https://alpinepowersystems.com/">https://alpinepowersystems.com/</a>
12	AlertSense	<a href="https://www.konexus.com/alertsense/">https://www.konexus.com/alertsense/</a>
13	Alvarion	<a href="http://www.alvarion.com/">http://www.alvarion.com/</a>
14	Alvarion	<a href="http://www.wincom.com">www.wincom.com</a>
15	Amphenol	<a href="https://www.amphenol.com/">https://www.amphenol.com/</a>
16	Andrew	<a href="http://www.wincom.com">www.wincom.com</a>
17	Andrew Commscope	<a href="https://www.commscope.com/">https://www.commscope.com/</a>
18	Anritsu	<a href="https://www.anritsu.com/en-us/">https://www.anritsu.com/en-us/</a>
19	Aranet	<a href="http://www.wincom.com">www.wincom.com</a>
20	Asentria	<a href="https://www.asentria.com/">https://www.asentria.com/</a>
21	Asset Management	<a href="http://www.advtoway.com">www.advtoway.com</a>
22	Astron	<a href="https://www.astroncorp.com/">https://www.astroncorp.com/</a>
23	Aviat	<a href="https://aviatnetworks.com/">https://aviatnetworks.com/</a>
24	Axell Wireless	<a href="http://www.axellwireless.com">www.axellwireless.com</a>
25	Axis Communications	<a href="http://www.wincom.com">www.wincom.com</a>
26	Baicells	<a href="http://www.wincom.com">www.wincom.com</a>
27	BDA Bi Directional Amp	<a href="http://www.advtoway.com">www.advtoway.com</a>
28	Bendix King / Realm	<a href="https://www.bendixking.com/">https://www.bendixking.com/</a>
29	Bird	<a href="https://birdrf.com/">https://birdrf.com/</a>
30	Brickcom	<a href="http://www.wincom.com">www.wincom.com</a>
31	BridgeWave Communications	<a href="http://www.wincom.com">www.wincom.com</a>

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## Vendor (AA)

PG 2

32	Broken Arrow Electric	no website
33	Brother	<a href="https://www.brother-usa.com/">https://www.brother-usa.com/</a>
34	CalAmp	<a href="https://www.calamp.com/">https://www.calamp.com/</a>
35	Cambium Networks	<a href="https://www.cambiumnetworks.com/">https://www.cambiumnetworks.com/</a>
36	CBNL	<a href="http://www.winncom.com">www.winncom.com</a>
37	Cel-Fi by Nextivity	<a href="http://www.winncom.com">www.winncom.com</a>
38	Cellular Specialties	<a href="https://www.westell.com/">https://www.westell.com/</a>
39	Ceragon	<a href="https://www.ceragon.com/">https://www.ceragon.com/</a>
40	Cisco Systems	<a href="http://www.winncom.com">www.winncom.com</a>
41	Citel	<a href="http://www.winncom.com">www.winncom.com</a>
42	Cobham	<a href="https://cobhamwireless.com/">https://cobhamwireless.com/</a>
43	Codan Communications	<a href="https://codancomms.com/">https://codancomms.com/</a>
44	Code 3	<a href="https://www.code3esq.com/">https://www.code3esq.com/</a>
45	CommScope	<a href="https://www.commscope.com/">https://www.commscope.com/</a>
46	Crane Services of NM	<a href="http://www.craneserviceinc.com">www.craneserviceinc.com</a>
47	DAS Distributed Antenna Ssystems	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
48	David Clark	<a href="https://www.davidclarkcompany.com/">https://www.davidclarkcompany.com/</a>
49	DDB Unlimited	<a href="http://www.winncom.com">www.winncom.com</a>
50	Dell	<a href="http://www.dell.com">www.dell.com</a>
51	DigiKey	<a href="http://www.digikey.com">www.digikey.com</a>
52	Dragonwave	<a href="https://www.dragonwavex.com/">https://www.dragonwavex.com/</a>
53	DuraComm	<a href="http://www.winncom.com">www.winncom.com</a>
54	DVL	<a href="http://www.dvlnet.com">www.dvlnet.com</a>
55	EF Johnson	<a href="http://www.efjohnson.com">www.efjohnson.com</a>
56	EMR Corp.	<a href="http://www.emrcorp.com/">http://www.emrcorp.com/</a>
57	EnviroBuilding	<a href="http://www.envirobuildings.com">www.envirobuildings.com</a>
58	Ericsson	<a href="http://www.winncom.com">www.winncom.com</a>
59	Exalt Communications	<a href="http://www.winncom.com">www.winncom.com</a>
60	Extralink	<a href="http://www.winncom.com">www.winncom.com</a>
61	Extreme	<a href="https://www.extremenetworks.com/">https://www.extremenetworks.com/</a>
62	Extreme Networks	<a href="http://www.winncom.com">www.winncom.com</a>
63	Extricom	<a href="http://www.winncom.com">www.winncom.com</a>
64	FCC	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
65	Federal Signal	<a href="https://www.fedsig.com/">https://www.fedsig.com/</a>
66	Fiplex Communications	<a href="http://www.winncom.com">www.winncom.com</a>
67	FireCom	<a href="https://www.firecom.com/">https://www.firecom.com/</a>
68	Firetide	<a href="http://www.winncom.com">www.winncom.com</a>
69	Fontech	<a href="http://www.winncom.com">www.winncom.com</a>
70	Freedom	<a href="http://freedomcte.com">http://freedomcte.com</a>
71	FreeWave	<a href="http://www.winncom.com">www.winncom.com</a>

## Vendor (AA)

72	G Wave	<a href="https://gwaverf.com/">https://gwaverf.com/</a>
73	Gaitronics	<a href="https://www.hubbell.com/gai-tronics">https://www.hubbell.com/gai-tronics</a>
74	Gamber Johnson	<a href="https://www.gamberjohnson.com/">https://www.gamberjohnson.com/</a>
75	Gamma Electronics	<a href="http://www.winncom.com">www.winncom.com</a>
76	Garmin	<a href="http://www.garmin.com">www.garmin.com</a>
77	Generac	<a href="http://www.generac.com">www.generac.com</a>
78	General Dynamics	<a href="https://www.gd.com/">https://www.gd.com/</a>
79	General Electric	<a href="http://www.ge.com">www.ge.com</a>
80	Generators and UPS	no website
81	GeoTechnical	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
82	Getac	<a href="https://www.getac.com/">https://www.getac.com/</a>
83	grounding	no website
84	G-Wave	<a href="https://gwaverf.com/">https://gwaverf.com/</a>
85	Havis	<a href="https://www.havis.com/">https://www.havis.com/</a>
86	HVAC	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
87	ICOM	<a href="http://www.icomamerica.com">http://www.icomamerica.com</a>
88	ICT	<a href="http://www.winncom.com">www.winncom.com</a>
89	Installation	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
90	Integra Enclosures	<a href="http://www.winncom.com">www.winncom.com</a>
91	Interference	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
92	Iridium	<a href="https://www.iridium.com/">https://www.iridium.com/</a>
93	Itelite	<a href="http://www.winncom.com">www.winncom.com</a>
94	ITS	<a href="http://www.itsowers.com/">http://www.itsowers.com/</a>
95	JPS	<a href="https://www.jpsinterop.com/">https://www.jpsinterop.com/</a>
96	Juniper Networks	<a href="https://www.juniper.net/us/en/">https://www.juniper.net/us/en/</a>
97	Kenwood EF Johnson	<a href="https://www.kenwood.com/usa/com">https://www.kenwood.com/usa/com</a>
98	KP Performance Antennas NEW	<a href="http://www.winncom.com">www.winncom.com</a>
99	L3 Mobile Vision	<a href="https://www.mobile-vision.com/">https://www.mobile-vision.com/</a>
100	L3Harris	<a href="https://www.l3harris.com/">https://www.l3harris.com/</a>
101	Laird	<a href="https://www.lairdtech.com/">https://www.lairdtech.com/</a>
102	LTE	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
103	MARS Antennas	<a href="http://www.winncom.com">www.winncom.com</a>
104	Maxrad / PC Tel	<a href="https://www.pctel.com/">https://www.pctel.com/</a>
105	MCM Technology	<a href="http://www.mcmtechnology.com">www.mcmtechnology.com</a>
106	Megger	<a href="https://megger.com/">https://megger.com/</a>
107	Mercury Networks	<a href="http://www.winncom.com">www.winncom.com</a>
108	Microwave Networks	<a href="https://www.microwavenetworks.com/">https://www.microwavenetworks.com/</a>
109	Midland	<a href="https://midlandusa.com/">https://midlandusa.com/</a>
110	MikroTik	<a href="http://www.winncom.com">www.winncom.com</a>
111	Mimosa	<a href="http://www.winncom.com">www.winncom.com</a>

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## Vendor (AA)

PG 4

112	Mobile Mark	<a href="https://www.mobilemark.com/">https://www.mobilemark.com/</a>
113	Mor-Co	<a href="https://www.morcobattery.com/">https://www.morcobattery.com/</a>
114	Motorola Solutions, Inc.	<a href="https://www.motorolasolutions.com">https://www.motorolasolutions.com</a>
115	MP Antenna	<a href="http://www.winncom.com">www.winncom.com</a>
116	MTI Wireless Edge	<a href="http://www.winncom.com">www.winncom.com</a>
117	NEC	<a href="http://www.nec.com">www.nec.com</a>
118	netElastic Systems NEW	<a href="http://www.winncom.com">www.winncom.com</a>
119	NetworkFleet	<a href="https://www.networkfleet.com">https://www.networkfleet.com</a>
120	NEWMAR	<a href="https://www.newmarpower.com/">https://www.newmarpower.com/</a>
121	Nokia	<a href="https://www.nokia.com/">https://www.nokia.com/</a>
122	Nomadix	<a href="http://www.winncom.com">www.winncom.com</a>
123	Novi Security	<a href="http://www.winncom.com">www.winncom.com</a>
124	On Site Repair	<a href="http://www.advtoway.com">www.advtoway.com</a>
125	Otto	<a href="https://www.ottoexcellence.com/">https://www.ottoexcellence.com/</a>
126	Paessler	<a href="http://www.winncom.com">www.winncom.com</a>
127	Panasonic	<a href="https://na.panasonic.com/">https://na.panasonic.com/</a>
128	PC Tel	<a href="https://www.pctel.com/">https://www.pctel.com/</a>
129	PCTEL	<a href="http://www.winncom.com">www.winncom.com</a>
130	Pepero	<a href="http://www.advtoway.com">www.advtoway.com</a>
131	Polyphaser	<a href="https://www.polyphaser.com/">https://www.polyphaser.com/</a>
132	Power Products	<a href="https://www.powerproducts.com/">https://www.powerproducts.com/</a>
133	Preventative Maintenance	<a href="http://www.advtoway.com">www.advtoway.com</a>
134	Primus	<a href="https://www.primuselectronics.com/">https://www.primuselectronics.com/</a>
135	PRO Tower	<a href="http://www.protowermfg.com">www.protowermfg.com</a>
136	Programming	<a href="http://www.advtoway.com">www.advtoway.com</a>
137	Project Management	<a href="http://www.advtoway.com">www.advtoway.com</a>
138	Proxim	<a href="https://www.proxim.com/">https://www.proxim.com/</a>
139	Pulse Larsen	<a href="https://www.pulseelectronics.com/">https://www.pulseelectronics.com/</a>
140	Pyramid	<a href="http://www.pyramidcomm.com/">http://www.pyramidcomm.com/</a>
141	Radio Rental Services	<a href="http://www.advtoway.com">www.advtoway.com</a>
142	Radio Waves Inc	<a href="http://www.winncom.com">www.winncom.com</a>
143	Radiowaves	<a href="https://www.radiowaves.com/">https://www.radiowaves.com/</a>
144	Radwin	<a href="https://www.radwin.com/">https://www.radwin.com/</a>
145	Raetheon	<a href="https://www.raytheon.com/">https://www.raytheon.com/</a>
146	Redline Communications	<a href="http://www.winncom.com">www.winncom.com</a>
147	RFS	<a href="https://www.rfsworld.com/">https://www.rfsworld.com/</a>
148	Ridgeline Engineering	<a href="http://www.rdgline.com">www.rdgline.com</a>
149	Rohn	<a href="https://www.rohnnet.com/">https://www.rohnnet.com/</a>
150	Ruckus	<a href="https://www.ruckussecurity.com/">https://www.ruckussecurity.com/</a>
151	Sabre	<a href="http://www.sabreindustries.com">www.sabreindustries.com</a>

152	Samsung	<a href="http://www.winncom.com">www.winncom.com</a>
153	Santa Cruz	<a href="https://santacruzgunlocks.com/">https://santacruzgunlocks.com/</a>
154	Service Maintenance	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
155	Setcom	<a href="https://setcomcorp.com/">https://setcomcorp.com/</a>
156	shelter	no website
157	SIAE MICROELETTRONICA	<a href="http://www.winncom.com">www.winncom.com</a>
158	Siklu	<a href="http://www.winncom.com">www.winncom.com</a>
159	Sinclair	<a href="http://www.sinclairtechnologies.com/">http://www.sinclairtechnologies.com/</a>
160	Site Pro Valmont	<a href="http://www.valmontstructures.com">www.valmontstructures.com</a>
161	Site Survey	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
162	SkyPilot by Trilliant	<a href="http://www.winncom.com">www.winncom.com</a>
163	SmariPTT	<a href="https://smartpit.com/">https://smartpit.com/</a>
164	SOLID	<a href="http://www.winncom.com">www.winncom.com</a>
165	Solis Energy	<a href="http://www.winncom.com">www.winncom.com</a>
166	SPINNER Group	<a href="http://www.winncom.com">www.winncom.com</a>
167	Sti-Co	<a href="https://sti-co.com/">https://sti-co.com/</a>
168	Tait	<a href="http://www.taitradio.com">www.taitradio.com</a>
169	Talley	<a href="https://www.talleycom.com/">https://www.talleycom.com/</a>
170	Teldio	<a href="https://www.teldio.com/">https://www.teldio.com/</a>
171	Telewave	<a href="https://www.telewave.com/">https://www.telewave.com/</a>
172	Telex	<a href="https://telex.com/">https://telex.com/</a>
173	Tessco	<a href="https://www.tessco.com/">https://www.tessco.com/</a>
174	ThermoBond	<a href="http://www.thermobond.com">www.thermobond.com</a>
175	Times Microwave	<a href="https://www.timesmicrowave.com/">https://www.timesmicrowave.com/</a>
176	Tower Analysis	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
177	Tower Inspection	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
178	Tower Shelter	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
179	Towers	<a href="http://www.advtower.com">www.advtower.com</a>
180	Transtector	<a href="http://www.winncom.com">www.winncom.com</a>
181	TruckVault	<a href="https://truckvault.com/">https://truckvault.com/</a>
182	Trylon	<a href="http://www.winncom.com">www.winncom.com</a>
183	TX/RX	<a href="https://txrx.com/">https://txrx.com/</a>
184	Tycon Systems NEW	<a href="http://www.winncom.com">www.winncom.com</a>
185	Ubiquiti	<a href="https://www.ui.com/">https://www.ui.com/</a>
186	Video Solutions	<a href="http://www.advtwoway.com">www.advtwoway.com</a>
187	Videotec	<a href="http://www.winncom.com">www.winncom.com</a>
188	Vumil	<a href="http://www.winncom.com">www.winncom.com</a>
189	WaveIP	<a href="http://www.winncom.com">www.winncom.com</a>
190	Westell	<a href="https://www.westell.com/">https://www.westell.com/</a>
191	Whelen	<a href="https://www.whelen.com/">https://www.whelen.com/</a>

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PG 6

Vendor (AA)

192	Wilson Electronics	<a href="https://www.wilsonelectronics.com/">https://www.wilsonelectronics.com/</a>
193	Wincomm	<a href="http://www.wincom.com">www.wincom.com</a>
194	WinnCloud	<a href="http://www.wincom.com">www.wincom.com</a>
195	Wincom Technologies	<a href="http://www.wincom.com">www.wincom.com</a>
196	Xirus by Cambium	<a href="http://www.wincom.com">www.wincom.com</a>
197	Zetron	<a href="https://www.zetron.com/">https://www.zetron.com/</a>

**Code 3  
Services,  
LLC**

State of New Mexico  
General Services Department  
Purchasing Division  
ITB Statewide Price Agreement #: 10-00000-20-00048

PG 1

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and/or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	KENWOOD	LMR Radio	N/A	CURRENT CATALOG	KENWOOD LMR RADIOS AND ACCESSORIES	25%
2.	BK TECHNOLOGIES	LMR Radio	N/A	Current Catalog	BK Radios & Accessories	30%
3.	Harris	LMR Radio	N/A	Current Catalog	Harris Radios and Accessories	25%
4.	Harris Software	LMR Software	N/A	Current Catalog	Harris Software	10%
5.	Unication USA	LMR Radio	N/A	Current Catalog	Unication Fire Pagers and Accessories	10%
6.	Pyramid	LMR Radio	N/A	Current Catalog	Pyramid Vehicle Repeaters	25%
7.	Tait	LMR Radio	N/A	Current Catalog	Tait Radios and Accessories	20%
8.	Motorola	LMR Radio	N/A	Current Catalog	Motorola Radios and Accessories	10%
9.	Zetron	LMR Radio	N/A	Current Catalog	Zetron Radio Consoles, Paging, and Accessories	15%
10.	MindShare	LMR Radio	N/A	Current Catalog	MindShare Dispatch Console and Accessories	10%
11.	Codan	LMR Radio	N/A	Current Catalog	LMR Repeaters	15%
12.	DTRS Airtime	LMR Radio	DTRS	Current Catalog	Monthly Radio System Airtime	0%
13.	OTTO	Accessories	N/A	Current Catalog	Radio Accessories	20%
14.	Icom America	LMR Radio	N/A	Current Catalog	Icom LMR Radio & Accessories	25%
15.	Impact	Accessories	N/A	Current Catalog	Radio Accessories	15%
16.	JPS Interop	LMR Radio	N/A	Current Catalog	Interop Gateways and Voters	5%
17.	Other	LMR Radio	N/A	Current Catalog	Other LMR Radio Not Listed	5%
18.	Sinclair	LMR Radio	N/A	Current Catalog	Radio Antenna and Filtering	15%
19.	CommScope	Accessories	N/A	Current Catalog	Coax, Connectors, & Accessories	15%
20.	Laird	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
21.	Pulse / Larsen	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
22.	RF Industries	Accessories	N/A	Current Catalog	Connectors, Coax, & Accessories	20%
23.	Tram Browning	Accessories	N/A	Current Catalog	Antennas, Coax, & Accessories	20%
24.	Sti-Co	Antenna	N/A	Current Catalog	Antennas, Coax & Accessories	10%
25.	Telex	LMR Radio	N/A	Current Catalog	Dispatch Console, Tone Remote	10%
26.	Power Products	Accessories	N/A	Current Catalog	Batteries, Chargers, & Accessories	15%
27.	David Clark	Accessories	N/A	Current Catalog	Radio Headsets and Accessories	10%
28.	Hytera	LMR Radio	N/A	Current Catalog	Radios & Accessories	25%
29.	Mimosa	LMR Network	N/A	Current Catalog	LMR Radio Network & Accessories	10%
30.	Repair Depot	LMR Radio	N/A	Current Catalog	Depot Factory Repair Service LMR	0%



Vendor (AC)

PG 1

Electro-Magwave, Inc



State of New Mexico - Communications, radio equipment, parts, accessories and related services  
 Event 10-00000-20-00046 MSRP/ Discount Price List - Confidential Effective September 30, 2020  
 Phone: 216-463-1160 Ext.8329  
 Cell Direct: 216-242-0244  
 Fax: 815-904-6052

E/M Wave, Inc.  
 6111 Carey Drive, Unit 1 Valley View, OH 44125  
 Mike Wienke - Business Development Manager  
 mike.wienke@emwaveinc.com

Model	Description	MSRP	State of New Mexico Price	State of New Mexico Discount
<b>NMO Cables - Mounts</b>				
EM-BSA001	Antenna Adapter, NMO to Type N Jack, 0 to 3000 MHz	\$23.10	\$11.55	50.00%
EMBKT-016SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 5/8" Hole, Stainless Steel	\$18.00	\$9.00	50.00%
EMBKT-019SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 3/4" Hole, Stainless Steel	\$19.00	\$9.50	50.00%
EM-M11001	NMO 3/4" Hole Mount Only, No Cable	\$10.00	\$5.00	50.00%
EM-M11001-058	NMO Mount, 17' RG58U cable, 30-1000 MHz, no connector	\$19.00	\$9.50	50.00%
EM-M11001-058-35	NMO Mount, 35' RG58U cable, 30-1000 MHz, no connector	\$36.00	\$18.00	50.00%
EM-M11001-195	NMO Mount, 17' RF195 low loss cable, 30-1000 MHz, no connector	\$27.00	\$13.50	50.00%
EM-M11001-195-35	NMO Mount, 35' RF195 low loss cable, 30-1000 MHz, no connector	\$48.00	\$24.00	50.00%
EM-MAG-058	Magnet Mount Base, NMO, Black w/17' RG58U cable attached, no connector	\$39.00	\$19.50	50.00%
EM-MAG-195	Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector	\$49.00	\$24.50	50.00%
EM-MAG-058-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' RG58U cable attached, no connector (50 lbs pull strength)	\$49.00	\$24.50	50.00%
EM-MAG-195-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector (50 lbs pull strength)	\$59.00	\$29.50	50.00%
EM-MTR11001	NMO Thick Roof Mount Only	\$18.00	\$9.00	50.00%
EM-MTR11001-058	NMO Thick Roof Mount w/17' RG58U cable attached, no connector	\$23.00	\$11.50	50.00%
EM-MTR11001-195	NMO Thick Roof Mount w/17' 195 low loss cable attached, no connector	\$33.00	\$16.50	50.00%
<b>Connectors</b>				
EMMP-058	Mini-UHF male plug connector for RG-58 and 195 type cable	\$2.30	\$1.15	50.00%
EMPL259-CRIMP	PL-259 connector solder center pin, crimp sleeve for RG-58 and 195 type cable	\$2.60	\$1.40	50.00%
EMBP-058	BNC male plug connector for RG-58 and 195 type cable	\$2.80	\$1.40	50.00%
EMNP-058	N Plug (male) connector-nickel plated body, goldplated center pin, crimp/solder for RG-58 and 195 type cable	\$5.00	\$2.50	50.00%
EMSP-058	SMA male plug connector for RG-58 and 195 type cable	\$5.00	\$2.50	50.00%
EMTP-058	TNC male plug connector for RG-58 and 195 type cable	\$2.80	\$1.40	50.00%
<b>Mobile VHF/UHF e/m-Flex® Antennas</b>				
EMFLX-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 108-520 MHz (tunable range)	\$51.00	\$25.50	50.00%
EMFLX-M10003	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	\$56.50	\$28.25	50.00%
EMFLX-M10003-GPI	UHF 2dB gain roof mount antenna, e/m-Flex® spring 380-520 MHz (tunable range) Ground Plane Independent	\$60.00	\$30.00	50.00%
EMFLX-M10004	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10004-GPI	VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EMFLX-M10007	UHF 5dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	\$65.50	\$32.75	50.00%

Vendor (AC)

EMFLX-M10007-GPI	UHF 3dB gain roof mount antenna, elm-Flex® spring 440-480 MHz Ground Plane Independent	\$70.00	\$35.00	50.00%
EMFLX-M10013	UHF 3dB gain roof mount antenna, elm-Flex® Poly spring 470-520 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10014	VHF 3dB gain roof mount antenna, elm-Flex® Poly spring 144-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10014-GPI	VHF 2dB gain roof mount antenna, elm-Flex® Poly spring 144-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EMFLX-M10008-WB	VHF Wide Band quarter-wave roof mount antenna, elm-Flex® Poly spring 144-174 MHz, No Tuning Required	\$59.00	\$44.50	50.00%
<b>Mobile VHF/UHF S.S. Spring Antennas</b>				
EM-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna w/S.S. spring 108-520 MHz (tunable range)	\$51.00	\$25.50	50.00%
EM-M10003	UHF 3dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	\$56.50	\$28.25	50.00%
EM-M10003-GPI	UHF 2dB gain roof mount antenna w/S.S. spring 380-520 MHz (tunable range) Ground Plane Independent	\$60.00	\$30.00	50.00%
EM-M10004	VHF 3dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EM-M10004-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EM-M10007	UHF 5dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	\$65.50	\$32.75	50.00%
EM-M10007-GPI	UHF 3dB gain roof mount antenna, w/S.S. spring 440-480 MHz Ground Plane Independent	\$70.00	\$35.00	50.00%
EM-M10014	VHF 3dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EM-M10014-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
<b>Mobile VHF/UHF No Spring Antennas</b>				
EM-M10001-LS	VHF/UHF Broad Band quarter-wave roof mount antenna, No Spring 108-520 MHz (tunable range)	\$35.00	\$17.50	50.00%
EM-M10003-LS	UHF 3dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	\$35.00	\$17.50	50.00%
EM-M10003-GPI-LS	UHF 2dB gain roof mount antenna, No Spring 380-520 MHz (tunable range) Ground Plane Independent	\$36.00	\$18.00	50.00%
EM-M10004-LS	VHF 3dB gain roof mount antenna, No Spring 132-174 MHz (tunable range)	\$43.00	\$21.50	50.00%
EM-M10004-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 132-174 MHz (tunable range) Ground Plane Independent	\$46.00	\$23.00	50.00%
EM-M10014-LS	VHF 3dB gain roof mount antenna, No Spring 144-174 MHz (tunable range)	\$36.00	\$18.00	50.00%
EM-M10014-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 144-174 MHz (tunable range) Ground Plane Independent	\$39.00	\$19.50	50.00%
EM-M10007-LS	UHF 5dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	\$48.00	\$24.00	50.00%
<b>Mobile 700/800/900 MHz</b>				
EM-M11003	Roof mount antenna, 3dB gain, 764-869 MHz	\$39.90	\$19.95	50.00%
EM-M11004	Roof mount antenna, 3dB gain, 890-960 MHz	\$39.90	\$19.95	50.00%
EM-M11009	Quarter-wave roof mount antenna, 748-960 MHz	\$29.00	\$14.50	50.00%
EM-M11008	Roof mount antenna, 3dB gain, 806-894 MHz	\$39.90	\$19.95	50.00%
EM-M11014	Roof mount antenna, 6dB gain, Collinear, 890-960 MHz	\$51.50	\$25.75	50.00%
<b>Mobile Multi-Band Antennas</b>				
EM-M2007	LTE Poly Pro flexible antenna for NMO applications, 698-960 MHz/1710-2700 MHz	\$54.00	\$27.00	50.00%
EM-M2201	LMR Poly Pro, Dual Band low profile flexible antenna for NMO applications, UHF 450-520 MHz/748-960 MHz	\$64.00	\$32.00	50.00%
<b>Mobile/Fixed GPS Antennas and Combination Mounts</b>				
EM-MG11006-SP	NMO/GPS Combo Mount, NMO RG58/U-no connector, GPS RG174 w/SMA plug connector	\$110.00	\$55.00	50.00%
EM-MG11006-SP-195	NMO/GPS Combo Mount, NMO 195 type low loss-no connector, GPS RG174 w/SMA plug connector	\$125.00	\$62.50	50.00%
EM-MG11022-SP	NMO/GPS/GLONASS Combo Mount, NMO RG58/U-no connector, GPS/GLONASS RG174 w/SMA plug connector	\$110.00	\$55.00	50.00%
EM-MG11022-SP-195	NMO/GPS/GLONASS Combo Mount, NMO 195 type low loss-no connector, GPS, GLONASS RG174 w/SMA plug	\$125.00	\$62.50	50.00%
<b>Mobile WiFi Combination Antennas</b>				
EM-M51001	NMO/WiFi Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA	\$130.00	\$65.00	50.00%
EM-MG51002-SP	NMO/WiFi/GPS/GLONASS Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA, GPS RG174/U	\$145.00	\$72.50	50.00%
<b>"X"-Nuts</b>				
EM-MX0152	"X"-Nut™ quarter-wave VHF 152-182 MHz	\$18.50	\$9.25	50.00%
EM-MX0182 (*)	"X"-Nut™ quarter-wave VHF 182-174 MHz	\$18.50	\$9.25	50.00%
EM-MX0450	"X"-Nut™ quarter-wave UHF 450-530 MHz	\$18.50	\$9.25	50.00%
EM-MX0746	"X"-Nut™ quarter-wave 746-894 MHz	\$18.50	\$9.25	50.00%
EM-MX0890 (*)	"X"-Nut™ quarter-wave 890-960 MHz	\$18.50	\$9.25	50.00%
EM-MX0108-FT	"X"-Nut™ 108-960 MHz - Field Tunable	\$20.50	\$10.25	50.00%
<b>*Available until Depleted</b>				
<b>Base Station and Fixed Station Antennas</b>				
EM-A11015	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, Black	\$60.00	\$30.00	50.00%
EM-A11015-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, Black	\$60.00	\$30.00	50.00%
EM-A11016	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, White	\$60.00	\$30.00	50.00%
EM-A11016-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, White	\$60.00	\$30.00	50.00%
EM-A20003-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (Black)	\$50.00	\$25.00	50.00%
EM-A20004-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (White)	\$50.00	\$25.00	50.00%
EM-A40001	Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (Black)	\$50.00	\$25.00	50.00%
EM-A40002	Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (White)	\$50.00	\$25.00	50.00%
EM-B40004-NJ	Multi-Band IDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz	\$39.00	\$19.50	50.00%
EM-B40005-NJ	Multi-Band IDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz, PIM Rated	\$51.00	\$25.50	50.00%
EM-B42001-NJ	Wide Band IDAS Indoor Ceiling Mount Antenna 698-8000 MHz	\$47.00	\$23.50	50.00%
EM-B42002-NJ	Wide Band IDAS Indoor Ceiling Mount Antenna, PIM Rated 698-8000 MHz	\$69.00	\$34.50	50.00%
EM-B11410	Yagi Antenna, 10 dBi, 7 Element, 450-470 MHz, N Jack Connector, Black	\$155.00	\$77.50	50.00%
EM-B11609	Yagi Antenna, 9.5dBi, 6 Element, 760-870 MHz, N Jack Connector, Black	\$94.00	\$47.00	50.00%
EM-B11909	Yagi Antenna, 9.5dBi, 6 Element, 890-960 MHz, N Jack Connector, Black	\$94.00	\$47.00	50.00%
EM-BFG11905-NJ	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Jack Connector	\$112.00	\$56.00	50.00%
EM-BFG11905-NP	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Plug Connector	\$50.00	\$25.00	50.00%
EM-BFG4006-NJ	Base Station, 4G/LTE Fiberglass, Omnidirectional, 2dBi, 698-960/1710-2500 MHz, N Jack Connector	\$250.00	\$125.00	50.00%
EM-BGT13005-TJ	Tuning Antenna, GPS/GLNASS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray	\$98.00	\$49.00	50.00%
EM-BGT13006-TJ	Tuning Antenna and Mount Kit, GPS/GLNASS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray, Steel Mounting	\$149.00	\$74.50	50.00%
EM-BKT-BSA100	Base Station Ground Plane Kit, NMO to N Type, 108-520 MHz	\$42.45	\$21.23	50.00%
EM-BKT-BSA800	Base Station Ground Plane Kit, NMO to N Type, 800/900 MHz	\$40.00	\$20.00	50.00%
EM-BKT-IDAS4004	Bracket, Twist Lock Type for Mounting EM-B40004 & EM-B40005 IDAS Series Antennas	\$9.00	\$4.50	50.00%
<b>Duplexed Antenna Kits</b>				

Vendor (AC)

EM-MBD41000-NJ	Duplexer, N-Jack connectors (108-180/380-870 MHz)	\$105.00	\$52.50	50.00%
EM-MBD41002	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer	\$222.00	\$111.00	50.00%
EM-MBD41003	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer,	\$284.00	\$142.00	50.00%
EM-MBD41004	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband	\$370.00	\$185.00	50.00%
EM-MBD41005	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband	\$294.00	\$147.00	50.00%
EM-MBD41006	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz	\$325.00	\$162.50	50.00%
EM-MBD41007	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz,	\$415.00	\$207.50	50.00%
<b>Portable Antennas</b>				
EM-P9007-BP	Molded Flexible Unity Gain portable antenna, Telescopic, Adj. Field Tune, 118-174 MHz, BNC Connector	\$34.80	\$17.30	50.00%
EM-P9009-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 450-470 MHz, BNC Connector	\$27.00	\$13.50	50.00%
EM-P90011-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 150-160 MHz, BNC Connector	\$26.75	\$13.38	50.00%
EM-P90013-148-SF	Molded Flexible Unity Gain portable antenna, Helical, 148-162 MHz, SF Connector for Motorola APX Series	\$15.00	\$7.50	50.00%
EM-P90013-162-MD	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, MD Connector for Harris Series	\$15.00	\$7.50	50.00%
EM-P90013-162-SF	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SF Connector for Motorola APX Series	\$15.00	\$7.50	50.00%
EM-P90013-162-SFK	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SFK Connector for Kenwood & EF Johnson	\$15.00	\$7.50	50.00%
EM-P90013-162-SM	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SM Connector for ReIm Wireless BK Series	\$15.00	\$7.50	50.00%
EM-P90016-SF	Molded flexible 1/4 wave portable antenna, SF connector 380-520 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P90018-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 380-520 MHz for Kenwood and EF Johnson Series	\$29.90	\$14.95	50.00%
EM-P9010-MD	Molded flexible 1/2 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	\$29.90	\$14.95	50.00%
EM-P9010-SF	Molded flexible 1/2 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P9010-SFK	Molded flexible 1/2 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	\$29.90	\$14.95	50.00%
EM-P9011-MD	Molded flexible 1/4 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	\$15.90	\$7.95	50.00%
EM-P9011-SF	Molded flexible 1/4 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	\$15.90	\$7.95	50.00%
EM-P9011-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	\$15.90	\$7.95	50.00%
EM-P9020-MD	Molded flexible 1/2 wave portable antenna, MD conn. 890-960 MHz for Harris P5300 series	\$29.90	\$14.95	50.00%
EM-P90403-SF	Portable Antenna, 5 dBi Gain, 0 & 90 deg. Articulating, 2400-2500 MHz, SMA Connector	\$24.00	\$12.00	50.00%
EM-P90918-SF	Molded flexible 1/4 wave portable antenna, SF connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Motorola	\$42.00	\$21.00	50.00%
EM-P90918-SFK	Molded flexible 1/4 wave portable antenna, SFK connector, Unity Gain, Broad Band VHF, 150-174 MHz, for KW and	\$42.00	\$21.00	50.00%
EM-P90918-SM	Molded flexible 1/4 wave portable antenna, SM connector, Unity Gain, Broad Band VHF, 150-174 MHz, for ReIm	\$42.00	\$21.00	50.00%
EM-PS2202-SH	Molded flexible 1/4 wave portable antenna, SF connector 380-520/698-870 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-PS2202-SH	Portable, LTE Multi-Band, 698-960 / 1710-2700 MHz, 0 & 90 Degree Articulating, SMA Male (SM)	\$25.00	\$12.50	50.00%
EM-PS2401-SF	All Band VHF/UHF/700/800/900 MHz Portable Antenna 136-174/380-512/763-940 MHz Motorola™ APX™ Series	\$70.00	\$35.00	50.00%
<b>Replacement Parts</b>				
EM2A-08RP	Whip 30" Blk Chrome, for EM-M10001 & EMFLX-M10001	\$18.00	\$9.00	50.00%
EM2A-11RP	Whip 55" Tapered Blk Chrome, for EM-M10004, EM-M10004-GPI, EMFLX-M10004, EMFLX-M10004-GPI	\$20.00	\$10.00	50.00%
EM2A-15RP	Whip 40" Tapered Open Coil, UHF 5dB Gain for EM-M10007 & EMFLX-M10007	\$24.00	\$12.00	50.00%
EM2A-18RP	Whip 46" Tapered Blk Chrome, for EM-M10014, EM-M10014-GPI, EMFLX-M10014, EMFLX-M10014-GPI	\$20.00	\$10.00	50.00%
EM2A-17RP	Whip 15" Blk Chrome, for EM-M10003 & EMFLX-M10003	\$18.00	\$9.00	50.00%
EM2A-152RP	Whip Assy. "X"-Nut™ model EM-MX0152	\$18.00	\$9.00	50.00%
EM2A-450RP	Whip Assy. "X"-Nut™ model EM-MX0450	\$10.00	\$5.00	50.00%
EM2A-746RP	Whip Assy. "X"-Nut™ model EM-MX0746	\$10.00	\$5.00	50.00%
EM2A-896RP	Whip Assy. "X"-Nut™ model EM-MX0890	\$10.00	\$5.00	50.00%
EM2A-103-FTRP	Whip Assy. "X"-Nut™ model EM-MX0103-FT	\$12.00	\$6.00	50.00%
EM3A-01RP	S.S. Spring, Blk Chrome for EM-M10001, EM-M10003, EM-M10003-GPI & EM-M10004	\$30.00	\$15.00	50.00%
EM3A-02RP	S.S. Spring, Blk Chrome for EM-M10007	\$30.00	\$15.00	50.00%
EMFLX3A-01RP	e/m-Flex® Poly Spring for EMFLX-M10001, EMFLX-M10003, M10003-GPI & EMFLX-M10004	\$30.00	\$15.00	50.00%
EMFLX3A-02RP	e/m-Flex® Poly Spring for EMFLX-M10007	\$30.00	\$15.00	50.00%
EM6A-01RP	Base EM-M & EMFLX-M10001; EM-M10003, 11004, 11005, 11008; EM-MX All Models	\$18.00	\$9.00	50.00%
EM6A-04RP	Base Coil for VHF models EM-M10004 & EMFLX-M10004, EM-M10014 & EMFLX-M10014	\$25.00	\$12.50	50.00%
EM6A-05RP	Base Coil for UHF models EM-M10003, EMFLX-M10003, EM-M10007 & EMFLX-M10007	\$25.00	\$12.50	50.00%
EM6A-06RP	Base Coil for UHF models EM & EMFLX-M10003-GPI's, EM & EMFLX-M10007-GPI's	\$30.00	\$15.00	50.00%
EM6A-07RP	Base Coil for VHF models EM & EMFLX-M10004-GPI's, EM & EMFLX-M10014-GPI's	\$32.50	\$16.25	50.00%
EM6A-11RP	Base Coil for VHF model EMFLX-M10008-W/B, 144-174 MHz	\$58.00	\$29.00	50.00%
EM9-02RP	Base O-Rings - (25 pack) fit all EM6A type bases	\$25.00	\$12.50	50.00%
EM9-11RP	Gasket/Dust Pad for NIM/GPS Combination Mount Models	\$10.00	\$5.00	50.00%

**Vendor (AD)**

State of New Mexico  
General Services Department  
Purchasing Division

ITB Statewide Price Agreement #: 10-00000-20-00048

Page-1

**BID PRICING RESPONSE FORM****I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
2.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Antennas	10%
3.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless Software and Services	0%
4.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
5.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint Software and Services	0%
6.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Router LTE/FirstNet/WiFi Gateway Hardware and Hardware Accessories	5%
7.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Software and Services	0%
8.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	LTE/FirstNet/WiFi Rugged Tablets, Laptops, Cameras and Handheld Computers	10%
9.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Accessories for LTE/FirstNet/WiFi Rugged Tablets, Laptops, and Handheld Computers	10%
10.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Warranties, Software and Services	0%
11.	Nextivity	Wireless Mobility Systems	N/A	Current Catalog	Cel-Fi Cellular/4G/LTE/FirstNet/WiFi Smart Signal Boosters & Accessories	5%
12.	L-TRON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Accessory	10%
13.	Leonardo/ELSAG	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Hardware and Accessories	10%
14.	Other	Wireless Mobility Systems	N/A	Others not listed	Other LMR Radio/LTE Accessories.	5%
15.	Brother	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Printer, Mounts and Accessories	5%
16.	Gamber Johnson	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	30%
17.	Havis	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	20%
18.	Airgain	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
19.	Panorama	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
20.	Weboost	Wireless Mobility Systems	N/A	Current Catalog	Cellular//4G/LTE/FirstNet/5G/WiFi Signal Boosters & Accessories	5%
21.	Startech.com	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	15%
22.	Belkin	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	20%

State of New Mexico  
General Services Department  
Purchasing Division

Vendor (AD)

ITB Statewide Price Agreement #: 10-00000-20-00048

23.	LEM Solutions	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
24.	AXON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
25.	Lind Electronics	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Power Accessories	5%
26.						
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Vendor (AE)

State of New Mexico  
General Services Department  
Purchasing Division  
ITB Statewide Price Agreement #: 10-00000-20-00048

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio Pts./Access		Parts/Access	2-Way Radio/Parts/Access	26
2.	Jesaco	Communic.		Access	Wireless Comm. Products	5
3.	PTel	Radio Access		Antennas	Mobile/Parts/Porti Antennas	5
4.	Harris/GE	Radio Parts		Radio Pts./Access	Parts 2-Way radios	3
5.	Patrol PC	Comms.		MDT	Mobile Data Systems	3
6.	Allied Comm	Parts		Components	Parts/Access	3
7.	Digitek	Parts		Components	IC, Resistor, Cap, Xistors	3
8.	Midland Radio	Radio Equip		2-Way Radio	2-Way radios/Access	3
9.	Alcatel	Radio Equip		Microwave	MW Radios/Access	5
10.	NWK. Elect.	Parts		Components	IC/Resistor/Caps/Xistors	3
11.	Idem	Radio Equip		2-Way Radio	2-Way radios/Access	11
12.	Etek	Radio Equip		Rectifier	Diodes/Connectors	5
13.	Proxim	Radio Equip		Wireless LAN	Wireless Equip/Access	5
14.	Infosat	Radio Equip		Comms.	Remote Comm. Satellite	5
15.	Commsop/Andrew	Comms.		Cables	Cables/Connectors	5
16.	Tait	Radio Equip		2-Way radios	Radio Access/Parts	5
17.	Carltronics	Comms.		Consoles	Base Stn. Consoles	3
18.	Getac	Comms.		MDT	Mobile Data Systems	1
19.	Panasonic	Comms.		CCTV	Cameras/Monitors/Recorders	1
20.	John Fred.			Towers	Towers/Poles	3
21.	Surecall			Cellular	Cell. Repeater/Amplifier	3
22.	GPS Network			GPS Repeater	GPS Repeater/amp/lfr.	3
23.	Microhard Sys.			Wireless	Wireless Equip/Access	3
24.	Bird Elect.			Test Equip	Wireless Components	3
25.	Belden			Cables	Cables/Connectors	1
26.	Klein Tools	Tools		Hand Tools	Shop Tools	3
27.	Amphenol	Parts		Connectors	PL259, BNC, TNC, Mini UHF	3
28.	RFS/Coluware	Comms.		Antenna	Ant. cable, site equip.	3
29.	Times MW	Comms.		Cable	Cable/Connectors	3
30.	EMR Corp.	Radio Equip		Site Equip	Combiners/multicouplers	3

Vendor (AE)

State of New Mexico  
 General Services Department  
 Purchasing Division  
 ITB Statewide Price Agreement #: 10-00000-20-00048

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
31.	Fluke	Comm.		Test Equip	Test meters	3
32.	GE/MDS	Radio Equip.		MW Radio	MW Data Systems	3
33.	Laird	Access.		Antennas	Mobile Base, Portable	5
34.	Sony	Comm.		Camera	CCV Cameras/Monitors	3
35.	Pace	Tools		Solder/Bopler	Solder Guns/Tips	3
36.	Phyphase	Access.		Lighting	Lighting Protection	5
37.	RAD	Comm.		Telecom	Telecom Access Soln.	3
38.	Raytheon/JIS	Comm.		Hardware	Interoperability & RAIF	3
39.	RF Product	Parts		Connectors	PL259, N, TNC, Mini UHF	5
40.	Aston	Radio Equip		Por. Supply	Por. Supply Conv. Devices	3
41.	Sierra Wireless	Comm.		Modems	Modems	3
42.	St-Co	Comm.		Antennas	Disguise Antennas	3
43.	Telexware	Radio Equip		Antennas	Ant. combiners, Filters	3
44.	TrippLite	Comm.		Por. Supply	Por. Sup. Converters	3
45.	Weller	Radio Equip		Solder	Solder/desolder stn.	3
46.	Xcolite	Tools		Hand tools	Shop tools	3
47.	Fed. Signal	Comm.		Light Bars	Light Bar Assy. / Swr.	3
48.	Whelch			Light Bars	Light Bar Assy. / Swr.	3
49.	Permin			GPS	GPS Receivers/Mapping	3
50.	Kind Elect.	Access.		Adapters	DC-DC Adapters	1
51.	Spentacom	Comm.		Net Clock	Timing Solns.	1
52.	Oto	Access.		Spkr. Mic	Spkr. Mic, Surveillance	5
53.	Power Products	Access.		Batteries	Batteries, Chargers	5
54.	TRX Syst	Radio Equip		Combiners	Combiners, Multicouplers	3
55.	Pinarise	Access.		Mounts	Pedestals/Mounts, Hdwr.	1
56.	Sassen Ant.	Radio Equip		Antennas	Mob. Port., Base Ant.	5
57.	RAM Mounts	Access.		Mounts	Pedestal Mounts, Hdwr.	1
58.	Plantronics			Headsets	Headsets, Surv. Kits	3
59.	D. Clark			Headsets	Mob. Safety headsets	1
60.	Holzberg	Radio Equip		2-Way Radio	Radios, Antennas, Misc	5









No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP %
356	icom	A, B or C	Accessories	CFFR500MT	CFFR500MT	Multi-site (conventional & trunking) IP repeater link card (requires UC-FR5000 or UC-FR5300 board)	-30%
357	icom	A, B or C	Accessories	CFFR5300SC	CFFR5300SC	Simulcast IP Repeater link card (requires UC-FR5300)	-30%
358	icom	A, B or C	Accessories	CFUF7100	CFUF7100	Cooling fan unit	-30%
359	icom	A, B or C	Accessories	CP12L	CP12L	Cigarette lighter cable with noise filter and right angle connector	-30%
360	icom	A, B or C	Accessories	CP20	CP20	Cigarette lighter cable with noise filter and DC-DC converter. Charges the DC167 with a 12V/24V cigarette lighter socket.	-30%
361	icom	A, B or C	Accessories	CP22	CP22	Cigarette lighter cable with DC-DC converter for use with the DC179 for the A14S. 12-24V DC input available.	-30%
362	icom	A, B or C	Accessories	CP23L	CP23L	12V cigarette lighter cable for use with rapid chargers	-30%
363	icom	A, B or C	Accessories	CP24	CP24	Cigarette lighter cable that charges the charger in a vehicle	-30%
364	icom	A, B or C	Accessories	CS2300H	CS2300H	Cleaning software for 2300H	-30%
365	icom	A, B or C	Accessories	CS7100	CS7100	Programming software for 7100	-30%
366	icom	A, B or C	Accessories	CS9100	CS9100	Cleaning software for 9100	-30%
367	icom	A, B or C	Accessories	CSA120	CSA120	Programming software A120	-30%
368	icom	A, B or C	Accessories	CSA14	CSA14	Programming software for the A14/A14S	-30%
369	icom	A, B or C	Accessories	CSA220	CSA220	Programming software A220	-30%
370	icom	A, B or C	Accessories	CSA24	CSA24	A24 Cloning Software	-30%
371	icom	A, B or C	Accessories	CSA23	CSA23	A23 programming software	-30%
372	icom	A, B or C	Accessories	CSF11	CSF11	F11/F21 Program S/W	-30%
373	icom	A, B or C	Accessories	CSF14	CSF14	F14/F24 Program S/W w/ MDC	-30%
374	icom	A, B or C	Accessories	CSF2000	CSF2000	Programming software for the F1000/2000 series	-30%
375	icom	A, B or C	Accessories	CSF2100D	CSF2100D	Programming software for the F1100D/2100D	-30%
376	icom	A, B or C	Accessories	CSF3001	CSF3001	F3001/F4001 programming software	-30%
377	icom	A, B or C	Accessories	CSF3011	CSF3011	F3011/F4011 software	-30%
378	icom	A, B or C	Accessories	CSF3021/F5021/F5011	CSF3021/F5021/F5011	F3021/F5021/F5011 series programming software	-30%
379	icom	A, B or C	Accessories	CSF3101DF3121D	CSF3101DF3121D	F3101DF3121D series programming software	-30%
380	icom	A, B or C	Accessories	CSF3161/F5061	CSF3161/F5061	F3161/F5061 series programming software	-30%
381	icom	A, B or C	Accessories	CSF3210D	CSF3210D	Software to program the F3161/4161 & F5061/6061 radios	-30%
382	icom	A, B or C	Accessories	CSF3360DF3360D	CSF3360DF3360D	Programming software for E2110D/4110D, F2300D/4230D & F5220D/6220D	-30%
383	icom	A, B or C	Accessories	CSF3400D	CSF3400D	Programming software for the F3400/F3400D series	-30%
384	icom	A, B or C	Accessories	CSF5122DD	CSF5122DD	F5122D/6122DD programming software	-30%
385	icom	A, B or C	Accessories	CSF52D	CSF52D	F52D/F52D programming software	-30%
386	icom	A, B or C	Accessories	CSF700F700	CSF700F700	Cloning Software F700/F80/F121/F1821/F271/F282	-30%
387	icom	A, B or C	Accessories	CSF8101	CSF8101	Programming software for the F7010 & F7510 P25 radios	-30%
388	icom	A, B or C	Accessories	CSF8101	CSF8101	Programming software. Use a generic USB "A" to "B" cable to program radio.	-30%
389	icom	A, B or C	Accessories	CSF9010/F9510	CSF9010/F9510	F9010/F9510 programming software	-30%
390	icom	A, B or C	Accessories	CSF9000	CSF9000	FR5000/6000 programming software	-30%
391	icom	A, B or C	Accessories	CSF9010	CSF9010	Programming software for the FR9010/9020	-30%
392	icom	A, B or C	Accessories	CSM1600	CSM1600	GM1600 programming software	-30%
393	icom	A, B or C	Accessories	CSMP901H	CSMP901H	IP501H programming software	-30%
394	icom	A, B or C	Accessories	CSK102	CSK102	Encryption key loader software for F3400/F3400 series	-30%
395	icom	A, B or C	Accessories	CSM24	CSM24	M24 programming software	-30%
396	icom	A, B or C	Accessories	CSM125	CSM125	M25 programming software (requires OPC478UC+OPC1655)	-30%
397	icom	A, B or C	Accessories	CSM330	CSM330	M330 programming software	-30%
398	icom	A, B or C	Accessories	CSM400BB	CSM400BB	M400BB programming software. Requires OPC-478UC + OPC-980 cables.	-30%
399	icom	A, B or C	Accessories	CSM506	CSM506	M506 programming software. Requires OPC-478UC + OPC-980 cables.	-30%
400	icom	A, B or C	Accessories	CSM604A	CSM604A	M604A programming software	-30%
401	icom	A, B or C	Accessories	CSM605	CSM605	Programming software for the M605. Includes MMSI reset dongle. Requires OPC2382 = OPC478UC for programming.	-30%
402	icom	A, B or C	Accessories	CSM72	CSM72	M72 Programming Software	-30%
403	icom	A, B or C	Accessories	CSM73	CSM73	Programming software for the M73	-30%
404	icom	A, B or C	Accessories	CSM802	CSM802	M802 Program Software	-30%
405	icom	A, B or C	Accessories	CSM85	CSM85	M85 programming software	-30%
406	icom	A, B or C	Accessories	CSM92DM424	CSM92DM424	Programming software for M92D & M424	-30%
407	icom	A, B or C	Accessories	CSOTPM1	CSOTPM1	Over-the-air programming (OTAP) manager software	-30%
408	icom	A, B or C	Accessories	CSOTPM2	CSOTPM2	P25 over-the-air programming (OTAP) manager software; support only conventional mode	-30%
409	icom	A, B or C	Accessories	CSR30	CSR30	Programming software for R30	-30%
410	icom	A, B or C	Accessories	CSR6	CSR6	Programming software for R6	-30%
411	icom	A, B or C	Accessories	CSR600	CSR600	R600 programming software	-30%
412	icom	A, B or C	Accessories	CSRMK4	CSRMK4	Programming software for the RMK4	-30%
413	icom	A, B or C	Accessories	CS70	CS70	170A software	-30%
414	icom	A, B or C	Accessories	CSV80	CSV80	V80 software	-30%
415	icom	A, B or C	Accessories	CT23 01	CT23 01	PTT microphone adapter to use SM-26 or HM-152 with a PC. Requires BC-147S.	-30%
416	icom	A, B or C	Accessories	CT24	CT24	Digital voice converter (supplied with RCS10 and works with VEPO2)	-30%
417	icom	A, B or C	Accessories	EHL15B	EHL15B	Earphone with 2.5mm plug to use with HM-163MC	-30%
418	icom	A, B or C	Accessories	EM80	EM80	2-pin full size speaker m/c for F300 series. IS approved to work with F300 IS radios.	-30%
419	icom	A, B or C	Accessories	EX2785J01	EX2785J01	P25 activation software for F7000 & F1721/2721 radios	-30%
420	icom	A, B or C	Accessories	EX2785J03	EX2785J03	AES activation upgrade	-30%
421	icom	A, B or C	Accessories	F121 MMB	F121 MMB	Mounting bracket F121/F221 F5011/F5021 series	-30%
422	icom	A, B or C	Accessories	F1721 MMB	F1721 MMB	Mounting bracket for F1721/F1821, F2721/2821, F9015/T	-30%
423	icom	A, B or C	Accessories	F3061 ION SENSE CABLE	F3061 ION SENSE CABLE	96" cable with 3A fuse	-30%
424	icom	A, B or C	Accessories	F3061 MMB	F3061 MMB	Mounting bracket included with the F3061/F5061	-30%
425	icom	A, B or C	Accessories	FAB02AR	FAB02AR	Standard antenna for Aviation handheld radios	-30%
426	icom	A, B or C	Accessories	FAS100U	FAS100U	1000MHz antenna	-30%
427	icom	A, B or C	Accessories	FAS102U	FAS102U	Antenna for SAT100	-30%
428	icom	A, B or C	Accessories	FAS24V	FAS24V	136-150MHz antenna for the F50V handhelds (Blue ring)	-30%
429	icom	A, B or C	Accessories	FAS270C	FAS270C	Wideband RX antenna (SMA)	-30%
430	icom	A, B or C	Accessories	FAS27U	FAS27U	400-470MHz antenna for the F60V (green ring)	-30%
431	icom	A, B or C	Accessories	FAS56U	FAS56U	450-520MHz antenna for F60V (red ring)	-30%
432	icom	A, B or C	Accessories	FAS57U	FAS57U	450-490MHz stubby antenna for F60V (red ring)	-30%
433	icom	A, B or C	Accessories	FAS58U	FAS58U	400-470MHz antenna - standard on the F9021	-30%
434	icom	A, B or C	Accessories	FAS59V	FAS59V	150-174MHz standard antenna for the F50 & M88 (red ring)	-30%
435	icom	A, B or C	Accessories	FAS61V	FAS61V	Standard antenna for GM1600	-30%
436	icom	A, B or C	Accessories	FAS62VS	FAS62VS	150-162MHz stubby antenna for F50V (Red ring)	-30%
437	icom	A, B or C	Accessories	FAS63VS	FAS63VS	160-174MHz stubby antenna for F50V (green ring)	-30%
438	icom	A, B or C	Accessories	FAS64V	FAS64V	Standard antenna for the M72A/M73 (4 1/2" x 3" or 115mm)	-30%
439	icom	A, B or C	Accessories	FAS65V	FAS65V	148-160 MHz flexible antenna - standard on P9011	-30%
440	icom	A, B or C	Accessories	FAS71VC	FAS71VC	136-174MHz cut antenna - F3400/F7010/F9011	-30%
441	icom	A, B or C	Accessories	FAS74U	FAS74U	400-520MHz antenna for F60V (blue ring)	-30%
442	icom	A, B or C	Accessories	FAS76UC	FAS76UC	380-430MHz cut antenna for the F400/F9021	-30%
443	icom	A, B or C	Accessories	FAS81U	FAS81U	380-430MHz antenna for F460	-30%
444	icom	A, B or C	Accessories	FAS81US	FAS81US	400-450MHz stubby antenna for F460	-30%
445	icom	A, B or C	Accessories	FAS81V	FAS81V	136-150MHz antenna for F3400/F7010/F9011	-30%
446	icom	A, B or C	Accessories	FAS81VS	FAS81VS	136-150MHz stubby antenna for F3400	-30%
447	icom	A, B or C	Accessories	FAS82U	FAS82U	430-480MHz antenna for F4400	-30%
448	icom	A, B or C	Accessories	FAS82US	FAS82US	450-490MHz stubby antenna for F4400	-30%
449	icom	A, B or C	Accessories	FAS82V	FAS82V	148-162MHz antenna	-30%
450	icom	A, B or C	Accessories	FAS82VS	FAS82VS	148-162MHz stubby antenna	-30%
451	icom	A, B or C	Accessories	FAS83U	FAS83U	470-520MHz antenna for F420	-30%
452	icom	A, B or C	Accessories	FAS83V	FAS83V	160-174MHz antenna for F3400	-30%
453	icom	A, B or C	Accessories	FAS83VS	FAS83VS	160-174MHz stubby antenna for F3400	-30%
454	icom	A, B or C	Accessories	FAS83VU	FAS83VU	400-430MHz antenna for LMP portables	-30%
455	icom	A, B or C	Accessories	FAS82VS	FAS82VS	136-150MHz antenna for LMP portables	-30%
456	icom	A, B or C	Accessories	FAS826US	FAS826US	136-150MHz antenna for LMP portables	-30%
457	icom	A, B or C	Accessories	FAS826VS	FAS826VS	400-500MHz stubby antenna for LMP portables	-30%
458	icom	A, B or C	Accessories	FAS827VS	FAS827VS	136-144MHz stubby antenna for LMP portables	-30%
459	icom	A, B or C	Accessories	FAS828V	FAS828V	142-162MHz stubby antenna for LMP portables	-30%
460	icom	A, B or C	Accessories	FAS829V	FAS829V	160-174MHz antenna for LMP portables	-30%
461	icom	A, B or C	Accessories	FAS835V	FAS835V	146-174MHz standard antenna for LMP portables	-30%
462	icom	A, B or C	Accessories	FAS836VS	FAS836VS	150-160MHz stubby antenna for LMP portables	-30%
463	icom	A, B or C	Accessories	FAS837U	FAS837U	430-470MHz standard antenna for LMP radios (red ring)	-30%
464	icom	A, B or C	Accessories	FAS837VS	FAS837VS	160-174MHz standard antenna for LMP portables	-30%
465	icom	A, B or C	Accessories	FAS838V	FAS838V	Standard antenna M25/M37/M19D/M20D	-30%
466	icom	A, B or C	Accessories	FAS839V	FAS839V	380-520MHz cut antenna for the specific frequency desired	-30%
467	icom	A, B or C	Accessories	FAS861UC	FAS861UC	136-174MHz cut antenna for the specific frequency desired	-30%
468	icom	A, B or C	Accessories	FAS862V	FAS862V	150-160MHz high gain antenna for LMP portables (10")	-30%
469	icom	A, B or C	Accessories	FAS863V	FAS863V	155-165MHz high gain antenna for LMP portables (9.5")	-30%
470	icom	A, B or C	Accessories	FAS872U	FAS872U	470-520MHz antenna for LMP portables	-30%
471	icom	A, B or C	Accessories	FAS873US	FAS873US	136-174MHz stubby antenna for LMP portable radios	-30%
472	icom	A, B or C	Accessories	GM106026	GM106026	Standard black front mount mic for M504	-30%
473	icom	A, B or C	Accessories	HM126B	HM126B	Standard black rear mount mic for M504/M604	-30%
474	icom	A, B or C	Accessories	HM126RB	HM126RB	Standard black rear mount mic with 2-pin straight connector	-30%
475	icom	A, B or C	Accessories	HM128	HM128	Earphone-microphone with 2-pin straight connector	-30%











Vendor (AF)

PG 9

## II. Implementation Services: Software Integration, Hardware Installation and Training

No.	Service	MSRP % Discount	Retail	\$ Rate (Indicate Hourly or)	UOM
1.	<b>System Technician Technologist</b>	30% off retail			
	QENG-PH	Engineering support - per hour	\$ 285.70	\$ 200.00	Hourly
	QFS-ID	OnSite Technical/Field Support 1st Day	\$ 7,856.75	\$ 5,500.00	Daily
	QFS-AD	OnSite Technical/Field Support Additional Days	\$ 4,571.20	\$ 3,200.00	Daily
2.	<b>Standard Shop Installation</b>	30% off retail			
	CONTROL STATION ASSEMBLE	Install mobile into power supply and cabinet to make control station (no charge courtesy service)	\$ -	\$ -	Each
	ENGRAVE	Engrave radio	\$ 42.86	\$ 30.00	Each
	IASTUN1001	Icom to tune your system products	\$ 80.35	\$ 56.25	Each
	INSTALLATION AVIONICS	Install radio into power supply	\$ 80.35	\$ 56.25	Each
	INSTALLATION MARINE	Install a component into an Marine mobile or portable	\$ 42.86	\$ 30.00	Each
	INSTALL-IAS	Install a component into a repeater or an item into a cabinet	\$ 80.35	\$ 56.25	Each
	INSTALL-MF	Install a component into an LM mobile or portable	\$ 42.86	\$ 30.00	Each
	SERVICE/SALE BUILD-UP IAS	Systems support - per hour	\$ 171.42	\$ 120.00	Hourly
3.	<b>Mobile Radio Installation</b>	30% off retail			
	DEALER FIELD INSTALL	Dealer Mobile Installation Charge (underdash)	\$ 357.13	\$ 250.00	Each
	DEALER HOURLY RATE	Authorized Dealer Support	\$ 257.13	\$ 180.00	Hourly
4.	<b>Radio Programming</b>	30% off retail			
	PROG-IAS	Icom to program your system products	\$ 80.35	\$ 56.25	Each
	PROGLM6789	Icom to program your radio or IAS product	\$ 62.75	\$ 43.93	Each
	PROG-MF	Icom to program your land mobile mainframe with provided icf file or 1	\$ 42.86	\$ 30.00	Each
5.	<b>Training</b>	30% off retail			
	QTT-OSID	On-Site Technical Training 1st Day, Up to 6 People	\$ 7,856.75	\$ 5,500.00	Daily
	QTT-OSAD	On-Site Technical Training Additional Days, Up to 6 People	\$ 4,571.20	\$ 3,200.00	Daily
	QTT-OSPH	Technical training from their desk	\$ 249.99	\$ 175.00	Hourly
6.	<b>Post-Warranty Maintenance</b>	30% off retail for labor; 23% off retail for parts			
	REPAIR LABOR	Icom Service Center Repair Labor for Icom mainframes/accessories.	\$ 131.99	\$ 92.40	Hourly
	REPAIR PARTS	Any required parts or components may be charged separately.	Multiple	Multiple	Each
7.	<b>Support Services - Implementation</b>	30% off retail			
	QFS-PH	Field/design support	\$ 249.99	\$ 175.00	Hourly
8.	<b>Support Services - Post Implementation</b>	30% off retail			
	QFS-PH	Field/design support	\$ 249.99	\$ 175.00	Hourly
9.	<b>Project Management Services</b>	NO BID			
10.	<b>Extended Warranty Options (as per specification instructions)</b>	30% off retail			
	EXTWARR211	1 year extended warranty for a total 3 years for low tier mainframes	\$ 26.78	\$ 18.75	Each
	EXTWARR212	2 year extended warranty for a total 4 years for low tier mainframes	\$ 48.21	\$ 33.75	Each
	EXTWARR213	3 year extended warranty for a total 5 years for low tier mainframes	\$ 69.64	\$ 48.75	Each
	EXTWARR611	1 year extended warranty for mid tier mainframes	\$ 42.86	\$ 30.00	Each
	EXTWARR612	2 year extended warranty for mid tier mainframes	\$ 75.00	\$ 52.50	Each
	EXTWARR613	3 year extended warranty for mid tier mainframes	\$ 117.85	\$ 82.50	Each
	EXTWARR811	1 year extended warranty for P25 mainframes	\$ 92.85	\$ 65.00	Each
	EXTWARR812	2 year extended warranty for P25 mainframes	\$ 132.85	\$ 93.00	Each
	EXTWARR813	3 year extended warranty for P25 mainframes	\$ 185.71	\$ 130.00	Each
	EXTWARR912	1 year extended warranty for Landmobile HF mainframes	\$ 133.92	\$ 93.75	Each
	EXTWARR913	2 year extended warranty for Landmobile HF mainframes	\$ 171.42	\$ 120.00	Each
	EXTWARR914	3 year extended warranty for Landmobile HF mainframes	\$ 262.49	\$ 183.75	Each
	EXTWARRPT1	1 year extended warranty, a total 3 years for repeaters	\$ 192.85	\$ 135.00	Each
	EXTWARRPT2	2 year extended warranty, a total 4 years for repeaters	\$ 348.20	\$ 243.75	Each
	EXTWARRPT3	3 year extended warranty, a total 5 years for repeaters	\$ 503.55	\$ 352.50	Each



ITB Statewide Price Agreement #: 10-00000-20-00048  
Communications, Radio Equipment, Parts, Accessories and Related Services  
State of New Mexico, General Services Department

Bid Pricing Response Form

### BID PRICING RESPONSE FORM

#### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	L3Harris	Equipment			Equipment listed in the catalog with equipment codes C, N, NB, S, and P.	26%
2.	L3Harris	Software			Software listed in the catalog with equipment code L.	26%
3.	L3Harris	Licenses			Licenses listed in the catalog with equipment code LD.	26%
4.	L3Harris	Services			<i>Please refer to table in Section II.</i>	
5.	L3Harris	Standard Vendor Equipment			Equipment listed in the catalog with equipment codes V, VC, and 77.	10%
6.	L3Harris	Non-Standard Vendor Equipment			Equipment listed in the catalog with other equipment codes not listed above.	0%
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State of New Mexico  
 General Services Department  
 Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	Product Code (APC)	Item	Short Description	MSRP %
1	Motorola	HW_MAINTENANCE	3	Field Services	SITE MAINTENANCE	0.00%
2	Motorola	HW_MAINTENANCE	6	Infrastructure Tech Support	ASTRO Dispatch	0.00%
3	Motorola	XTS_XTL_OTHER	15	PC_SPECIAL APPLICATIONS	DATA SOFTWARE-FIREGROUND	20.00%
4	Motorola	ASTRO_SYSTEMS_CONSOLES	28	DATA SYSTEM DISC	DATA CARROT APC	10.00%
5	Motorola	ASTRO_SYSTEMS_CONSOLES	29	DATA SYSTEM DISC	DATA MARGIN ADJUSTMENT	10.00%
6	Motorola	ASTRO_SUA	42	Astro SW Maint	Astro SUA Upgrade Operations	0.00%
7	Motorola	ASTRO_SUA	43	Astro SW Maint	ASTRO SUA Field Services	0.00%
8	Motorola	ASTRO_SYSTEMS_DROPSHIP	76	Cambium Backhaul Equipment	WIRELESS VALLEY SERVICES	0.00%
9	Motorola	EMERGING_SOLUTIONS	85	PD_AandC PRODUCTS	SCADA	10.00%
10	Motorola	ASTRO_SI	100	SI SITE DESIGN	HSD	0.00%
11	Motorola	ASTRO_SI	101	SI PASSTHROUGH_ET&S	350W VHF GTR	0.00%
12	Motorola	ASTRO_SYSTEMS_INFRA	104	PREPAID FREIGHT	PREPAID FREIGHT	0.00%
13	Motorola	APX_PORTABLE	108	APX7000	APX7000L	27.00%
14	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
15	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
16	Motorola	A&E_OTHER_ACCY	115	TWO WAY TRADITIONAL (Elgin DC)	COMMPORT	10.00%
17	Motorola	ASTRO_SYSTEMS_INFRA	117	FSA SW	FSA SW	10.00%
18	Motorola	ASTRO_SI	127	SI PASSTHROUGH_ET&S	SI OUTSOURCING	0.00%
19	Motorola	ASTRO_SI	128	SI INSOURCING	SI INSOURCING	0.00%
20	Motorola	A&E_OTHER_ACCY	129	TWO WAY DROPSHIP ACCY	MISC DROPSHIP	27.00%
21	Motorola	ASTRO_SYSTEMS_DROPSHIP	131	MW Backhaul & Channel Banks & Freq Std	Microwave	10.00%
22	Motorola	ASTRO_SYSTEMS_DROPSHIP	135	FREIGHT DROPSHIP	FREIGHT DROPSHIP	0.00%
23	Motorola	ASTRO_SYSTEMS_INFRA	137	Encryption Products Astro	KMF	5.00%
24	Motorola	APX_PORTABLE	142	AMP Single Band	AMP Single Band	20.00%
25	Motorola	ASTRO_SYSTEMS_INFRA	147	IP Transport HW	IP TRANSPORT HW	10.00%
26	Motorola	ASTRO_SYSTEMS_DROPSHIP	152	PT_OUTSOURCED STATION ACCESS	PT TRUNKED INTERCON MBX	5.00%
27	Motorola	EMERGING_SOLUTIONS	160	PD_IRRIGATION	Emerging Solutions DS	10.00%
28	Motorola	ASTRO_SYSTEMS_DROPSHIP	183	AFTERMARKET SITE EQUIPMENT	Distributed Antenna Systems	10.00%
29	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
30	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
31	Motorola	A&E_OTHER_ACCY	187	TWO WAY DROPSHIP ACCY	PORTABLE ACCESSORIES DROPSHIP	27.00%
32	Motorola	A&E_OTHER_ACCY	189	TWO WAY DROPSHIP ACCY	MOBILE ACCESSORIES	19.00%
33	Motorola	ASTRO_SYSTEMS_INFRA	200	D - Infrastructure	DELIVERY	0.00%
34	Motorola	XTS_XTL_OTHER	201	KVL	KVL II	10.00%
35	Motorola	ASTRO_SYSTEMS_CONSOLES	202	CONTROL CENTERS	MCD 5000 Deskset	20.00%

State of New Mexico  
 General Services Department  
 Purchasing Division  
 ITB Statewide Price Agreement #: 10-00000-20-00048

Item #	Vendor (AH)	Item Description	Quantity	Item Description	Item Description	Page-2 %
36	Motorola	HW_MAINTENANCE	206	Demand and Local Device Repair	Local Device Repair	0.00%
37	Motorola	ASTRO_SYSTEMS_DROPSHIP	207	Site Equipment	Site Equipment	10.00%
38	Motorola	ASTRO_SI	208	SI PROJECT MANAGEMENT LABOR	SI PROJECT MANAGEMENT LABOR	0.00%
39	Motorola	HW_MAINTENANCE	209	System Installation Services	System Installation	0.00%
40	Motorola	ASTRO_SYSTEMS_INFRA	212	Encryption Products Astro	PKI Solution	0.00%
41	Motorola	HW_MAINTENANCE	219	G&PS DEVICE & ASSET MANAGEMENT	ASSET & CONFIGURATION MGMT	0.00%
42	Motorola	ASTRO_SYSTEMS_INFRA	225	QUANTAR_QUANTRO ANAL	QTAR QTAR RCVR 6809 TRNK	0.00%
43	Motorola	ASTRO_SYSTEMS_CONSOLES	229	Console Accessories	Logging and Furniture	15.00%
44	Motorola	HW_MAINTENANCE	231	Infrastructure Tech Support	3rd Party Case Support	0.00%
45	Motorola	ASTRO_SYSTEMS_INFRA	243	D - Infrastructure	QUANTAR QUANTRO ASTRO RP	0.00%
46	Motorola	ASTRO_SYSTEMS_CONSOLES	244	CONTROL CENTERS	MCC 7500e	10.00%
47	Motorola	HW_MAINTENANCE	261	REPLACEMENT PARTS 2-WAY	SERVICE AIDS SHOP SUPPLIES	5.00%
48	Motorola	ASTRO_SYSTEMS_DROPSHIP	262	Towers	TOWERS	10.00%
49	Motorola	A&E_OTHER_ACCY	271	TWO WAY TRADITIONAL (Elgin DC)	CARRY CASES	20.00%
50	Motorola	HW_MAINTENANCE	272	REPLACEMENT PARTS 2-WAY	RNSG INFRA MANUFACTURED	0.00%
51	Motorola	ASTRO_SYSTEMS_INFRA	273	Comparators Legacy	DIGITAC COMPARATOR	0.00%
52	Motorola	ASTRO_SYSTEMS_INFRA	274	Encryption Products Astro	OEM CryptR Micro	0.00%
53	Motorola	XTS_XTL_OTHER	276	Millennium Mobile	XTL5000 CONSOLETTTE	0.00%
54	Motorola	ASTRO_SYSTEMS_INFRA	277	SmartX	SMARTX	0.00%
55	Motorola	ASTRO_SYSTEMS_INFRA	280	DATA BASE STATION SMARTZONE	SMARTZONE CONTROLLER	0.00%
56	Motorola	ASTRO_SYSTEMS_INFRA	281	DATA BASE STATION SMARTZONE	SMARTZONE MANAGER	0.00%
57	Motorola	ASTRO_SYSTEMS_DROPSHIP	282	Cambium Backhaul Equipment	HF-SSB BUY-IN PRODUCTS	10.00%
58	Motorola	ASTRO_SI	285	Astro SI Training	Infrastructure Training	0.00%
59	Motorola	ASTRO_SI	286	Astro SI Training	SI CUSTOMER TRAINING	0.00%
60	Motorola	XTS_XTL_OTHER	287	PC_SPECIAL APPLICATIONS	PAC-RTVRS	0.00%
61	Motorola	ASTRO_SYSTEMS_INFRA	288	PT_RISK	ALTERNATIVE CHANNEL ENGR SERVI	0.00%
62	Motorola	HW_MAINTENANCE	290	Local Operational Support Services	WARRANTY WRAP	0.00%
63	Motorola	A&E_OTHER_ACCY	291	TWO WAY DROPSHIP ACCY	MOBILE DROPSHIP	20.00%
64	Motorola	HW_MAINTENANCE	293	Demand and Local Device Repair	Device Diagnostics	0.00%
65	Motorola	APX_PORTABLE	305	APX4000XH	APX4000XH	27.00%
66	Motorola	ASTRO_SI	306	SI SITE DESIGN	SI SITE DESIGN	0.00%
67	Motorola	ASTRO_SI	308	SI SYSTEMS RISK	SYSTEMS INTEGRATION SYSTEM DIS	0.00%
68	Motorola	ASTRO_SI	309	SI SYSTEMS RISK	SYSTEMS INTEGRATION STANDARDIZ	0.00%
69	Motorola	ASTRO_SYSTEMS_INFRA	316	Infrastructure Pricing Adjustments	INFRASTRUCTURE SYSTEM DISC APC	0.00%
70	Motorola	ASTRO_SYSTEMS_INFRA	318	Infrastructure Pricing Adjustments	INFRASTRUCTURE MARGIN ADJ	0.00%
71	Motorola	XTS_XTL_OTHER	326	COSMO PT_ASTRO XTS	ASTRO XTS3000 TRUNKED	0.00%
72	Motorola	ASTRO_SYSTEMS_CONSOLES	328	CONTROL CENTERS	CENTRACM II ELECT SP	25.00%
73	Motorola	ASTRO_SYSTEMS_DROPSHIP	329	Buildings & Sites on Wheels	MSI Std Bldg	10.00%
74	Motorola	ASTRO_SUBS_SOFTWARE	332	PC_SOFTWARE SALES	CONV FLASHPORT SUBSCR	27.00%
75	Motorola	ASTRO_MANAGED_SERVICES	348	Astro System Premier	Astro System Premier	0.00%
76	Motorola	ASTRO_SYSTEMS_DROPSHIP	351	Site Equipment	RF Antenna and TX Line	10.00%

State of New Mexico  
General Services Department  
Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

						Page-3 15.00%
77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	
78	Motorola	Field_Response_Reporting	357	Gridstone	Gridstone MSI Software Licenses	0.00%
79	Motorola	ASTRO_SYSTEMS_INFRA	358	IP Transport SW	IP TRANSPORT SW	10.00%
80	Motorola	ASTRO_MANAGED_SERVICES	359	MotoConsole Support Svcs	MotoConsole Support Svcs	0.00%
81	Motorola	HW_MAINTENANCE	362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	0.00%
82	Motorola	HW_MAINTENANCE	371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	0.00%
83	Motorola	A&E_OTHER_ACCY	372	TWO WAY TRADITIONAL (Elgin DC)	SPEAKER MICROPHONES	27.00%
84	Motorola	HW_MAINTENANCE	373	Astro System Advanced	Astro System Advanced	0.00%
85	Motorola	XTS_XTL_OTHER	374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTTE	0.00%
86	Motorola	ASTRO_SYSTEMS_INFRA	377	Site Controllers Legacy	MTC CONTROLLERS	0.00%
87	Motorola	ASTRO_SYSTEMS_INFRA	381	D - Infrastructure	WNG RNC SW	15.00%
88	Motorola	ASTRO_SYSTEMS_INFRA	382	NFM SW	NFM SW	10.00%
89	Motorola	HW_MAINTENANCE	386	Demand and Local Device Repair	Repair Bank	0.00%
90	Motorola	ASTRO_SI	387	Consoles SI	Consoles SI	0.00%
91	Motorola	HW_MAINTENANCE	390	Field Services	System Management	0.00%
92	Motorola	HW_MAINTENANCE	393	Field Services	Contract Administration	0.00%
93	Motorola	HW_MAINTENANCE	395	Devices Essential	ASTRO Device Comprehensive	0.00%
94	Motorola	ASTRO_SYSTEMS_INFRA	405	K Core	K Core	15.00%
95	Motorola	APX_PORTABLE	411	VX P949	VX P949	25.00%
96	Motorola	A&E_OTHER_ACCY	414	TWO WAY TRADITIONAL	VISAR ACCY	0.00%
97	Motorola	ASTRO_SYSTEMS_DROPSHIP	415	TEST EQUIPMENT	Test Equipment	10.00%
98	Motorola	ASTRO_SYSTEMS_DROPSHIP	417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	10.00%
99	Motorola	ASTRO_SYSTEMS_INFRA	424	Master Site Astro HW	MASTER SITE ASTRO HW	15.00%
100	Motorola	ASTRO_SYSTEMS_INFRA	425	L Core	L Core	15.00%
101	Motorola	APX_PORTABLE	426	APX4000 APX2000	APX4000 APX2000	27.00%
102	Motorola	ASTRO_SI	427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0.00%
103	Motorola	ASTRO_SUBS_SOFTWARE	430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	27.00%
104	Motorola	HW_MAINTENANCE	431	Devices Advanced	Astro Device Management Essential	0.00%
105	Motorola	ASTRO_SI	441	SI SITE DESIGN	SPECIAL SERVICE	0.00%
106	Motorola	ASTRO_SYSTEMS_CONSOLES	443	CONTROL CENTERS	MCC 7500	15.00%
107	Motorola	ASTRO_SYSTEMS_INFRA	448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0.00%
108	Motorola	A&E_BATTERIES	453	REPL BATTERIES	CGISS BATTERIES	27.00%
109	Motorola	HW_MAINTENANCE	454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	0.00%
110	Motorola	HW_MAINTENANCE	456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0.00%
111	Motorola	ASTRO_SYSTEMS_DROPSHIP	457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10.00%
112	Motorola	HW_MAINTENANCE	458	Devices Essential	ASTRO Device Repair	0.00%
113	Motorola	HW_MAINTENANCE	461	Devices Installation Services	Device Installation	0.00%
114	Motorola	APX_MOBILE	466	APX1500	APX1500	27.00%
115	Motorola	ASTRO_SYSTEMS_INFRA	469	NFM HW	NFM HW	15.00%
116	Motorola	APX_PORTABLE	470	SoldierMac	SOLDIER MAC	27.00%
117	Motorola	APX_MOBILE	471	APX4500 APX2500	APX4500 APX2500	27.00%
118	Motorola	ASTRO_SYSTEMS_INFRA	474	MTR3000	MTR2000 CONV INDIRECT	0.00%
119	Motorola	A&E_OTHER_ACCY	476	TWO WAY TRADITIONAL	SCHAUMBURG DC ACCESSORIES	20.00%
120	Motorola	APX_PORTABLE	481	APX 6000 Mackinaw	APX 6000 MACKINAW	27.00%

State of New Mexico  
 General Services Department  
 Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

						Page-4
121	Motorola	ASTRO_SYSTEMS_INFRA	482	PDR 8000	PDR 8000	15.00%
122	Motorola	ASTRO_SYSTEMS_DROPSHIP	490	DROPSHIP	DROPSHIP SYSTEM	10.00%
123	Motorola	ASTRO_SYSTEMS_INFRA	495	Standardization_System Discount	DISCOUNT APC	
124	Motorola	ASTRO_SYSTEMS_DROPSHIP	501	Astro 25 Data Solutions	PDG HARDWARE	15.00%
125	Motorola	ASTRO_SYSTEMS_INFRA	505	Cambium Backhaul Equipment	MICOM-2000	10.00%
126	Motorola	A&E_OTHER_ACCY	509	TWO WAY DROPSHIP ACCY	CALLBOX	5.00%
127	Motorola	ASTRO_SYSTEMS_INFRA	512	QUANTAR_QUANTRO DIG	ASTRO QUANTAR	0.00%
128	Motorola	ASTRO_SYSTEMS_INFRA	515	MTR3000	MTR3000	0.00%
129	Motorola	ASTRO_SYSTEMS_DROPSHIP	524	Services Led Dropship	Services Led Dropship	10.00%
130	Motorola	ASTRO_SYSTEMS_INFRA	525	MOTOBRIDGE	MOTOBRIDGE	15.00%
131	Motorola	ASTRO_SYSTEMS_INFRA	526	Comparators Legacy	ASTROTAC COMPARATOR	0.00%
132	Motorola	XTS_XTL_OTHER	527	PC_ASTRO SPECTRA MOBILE	ASTRO SPECTRA PLUS	0.00%
133	Motorola	APX_MOBILE	536	APX 6500 Mobile	APX 6500 MOBILE	27.00%
134	Motorola	APX_PORTABLE	537	APX Covert Portable	APX Covert Portable	27.00%
135	Motorola	ASTRO_SYSTEMS_INFRA	562	QUANTAR_QUANTRO DIG	QATAR SZ ASTRO INTELLIRPT	0.00%
136	Motorola	APX_PORTABLE	571	APX7000XE	APX7000XE APXFIRE	27.00%
137	Motorola	XTS_XTL_OTHER	577	Astro Subs Dropship	Astro Subs Dropship	0.00%
138	Motorola	A&E_OTHER_ACCY	579	TWO WAY TRADITIONAL	WARIS ACCESSORIES	0.00%
139	Motorola	APX_PORTABLE	581	APX8000	APX8000	27.00%
140	Motorola	APX_PORTABLE	581	APX8000XE	APX8000XE	27.00%
141	Motorola	ASTRO_SYSTEMS_INFRA	593	MTR3000	MTR2000 TRNK DIRECT	0.00%
142	Motorola	ASTRO_SYSTEMS_INFRA	595	G-Series SW	G-SERIES SW	18.00%
143	Motorola	ASTRO_SUA	613	Consoles SW Maintenance	Consoles SW Maintenance	0.00%
144	Motorola	HW_MAINTENANCE	614	Consoles HW Maintenance	Consoles HW Maintenance	0.00%
145	Motorola	A&E_OTHER_ACCY	619	TWO WAY TRADITIONAL (Elgin DC)	900 DIGITAL ACCESSORIES	27.00%
146	Motorola	ASTRO_SYSTEMS_INFRA	643	Comparators Legacy	MODEMS	15.00%
147	Motorola	A&E_OTHER_ACCY	644	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS/RECONDITIONERS	19.00%
148	Motorola	HW_MAINTENANCE	646	Sonoma Hardware Support	Sonoma Hardware Support	0.00%
149	Motorola	ASTRO_SYSTEMS_INFRA	647	D - Infrastructure	TRUNKED TERMINALS	10.00%
150	Motorola	APX_MOBILE	652	APX6500 Basic product	APX6500 Basic	27.00%
151	Motorola	A&E_OTHER_ACCY	653	MISC ACCY	MISC	0.00%
152	Motorola	APX_PORTABLE	655	APX7000	APX7000	27.00%
153	Motorola	APX_MOBILE	656	APX7500	APX7500	27.00%
154	Motorola	XTS_XTL_OTHER	671	PT_DS KTP PHASEOUT	SUBSCRIBER MARGIN ADJUSTMENT	0.00%
155	Motorola	APX_PORTABLE	673	APX8000H	APX8000H	27.00%
156	Motorola	ASTRO_SYSTEMS_INFRA	675	D-Series Base Radio HW	D-Series Base Radio HW	0.00%
157	Motorola	HW_MAINTENANCE	676	HW Maintenance Video	Video Advanced	0.00%
158	Motorola	ASTRO_SYSTEMS_INFRA	677	D-Series Site Controller HW	D-Series Site Controller HW	0.00%
159	Motorola	XTS_XTL_OTHER	678	PT_LTS2000 TRUNKED	LTS2000 TRNK	0.00%
160	Motorola	ASTRO_SYSTEMS_INFRA	680	D-Series SW	D-Series SW	0.00%
161	Motorola	APX_MOBILE	681	APX8500	APX8500	27.00%
162	Motorola	ASTRO_SYSTEMS_INFRA	704	AME	AME	10.00%
163	Motorola	A&E_OTHER_ACCY	706	TWO WAY TRADITIONAL (Elgin DC)	MOBILE CONSOLE ACCESSORIES	20.00%
164	Motorola	ASTRO_SYSTEMS_DROPSHIP	708	Computers & Monitors	Computers & Monitors	10.00%
165	Motorola	ASTRO_SYSTEMS_INFRA	729	INFRASTRUCTURE UPGRADE	CONV FLASHPORT INFRA	20.00%

State of New Mexico  
General Services Department  
Purchasing Division  
ITB Statewide Price Agreement #: 10-00000-20-00048

Page-5

						5.00%
165	Motorola	ASTRO_SYSTEMS_CONSOLES	735	Avtec Product	Avtec Product	5.00%
166	Motorola	ASTRO_SUA	738	Avtec Scoutcare	Avtec Scoutcare	0.00%
167	Motorola	ASTRO_SUA	739	Astro SW Maint	ASTRO SUA Completed Contract	0.00%
168	Motorola	ASTRO_SYSTEMS_CONSOLES	740	Outsourced Consoles	MIP 5000	10.00%
169	Motorola	ASTRO_SUA	741	Astro SW Maint	ASTRO SUA Upgrade Operations Completed Contract	0.00%
170	Motorola	A&E_OTHER_ACCY	742	TWO WAY TRADITIONAL (Elgin DC)	PORTABLE AUDIO ACCESSORIES	20.00%
171	Motorola	ASTRO_SYSTEMS_INFRA	743	QUANTAR_QUANTRO DIG	ASTRO RECEIVERS	15.00%
172	Motorola	HW_MAINTENANCE	744	REPLACEMENT PARTS 2-WAY	MISC SUBSCRIBER INFRASTRUCTURE	0.00%
173	Motorola	ASTRO_SUA	745	Astro SW Maint	ASTRO SUA Field Services Completed Contract	0.00%
174	Motorola	HW_MAINTENANCE	746	Services (Non-SI) Training	SUA TRAINING Completed Contract	0.00%
175	Motorola	HW_MAINTENANCE	753	Devices Tech Support	Devices Tech Support	0.00%
176	Motorola	ASTRO_SYSTEMS_CONSOLES	754	Outsourced Consoles	Console Peripherals	10.00%
177	Motorola	APX_PORTABLE	755	APX6000 Basic	APX6000 BASIC	27.00%
178	Motorola	APX_PORTABLE	756	APX6000XE	APX6000XE	27.00%
179	Motorola	APX_MOBILE	757	APX4500 Li	APX4500 Li	27.00%
180	Motorola	APX_MOBILE	761	APX7500	APX 7500 CONSOLETTTE	27.00%
181	Motorola	HW_MAINTENANCE	769	Field Services	Preventive Maintenance	0.00%
182	Motorola	ASTRO_SUA	771	Devices and Accessories SMA	Devices and Accessories SMA	0.00%
183	Motorola	HW_MAINTENANCE	772	Infrastructure Tech Support	Astro Infrastructure Tech Support	0.00%
184	Motorola	XTS_XTL_OTHER	775	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 7 800	0.00%
185	Motorola	A&E_OTHER_ACCY	785	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS RECONDITIONERS	20.00%
186	Motorola	ASTRO_SYSTEMS_INFRA	786	D - Infrastructure	AIR TIME ACCUMULATOR	0.00%
187	Motorola	A&E_OTHER_ACCY	795	TWO WAY TRADITIONAL (Elgin DC)	GP P110 ACCESSORIES	20.00%
188	Motorola	A&E_OTHER_ACCY	796	TWO WAY TRADITIONAL	VISAR ACCESSORIES MT PL	0.00%
189	Motorola	A&E_BATTERIES	798	REPL BATTERIES	ABC BATTERY PROGRAM	0.00%
190	Motorola	ASTRO_SYSTEMS_DROPSHIP	800	Cambium Backhaul Equipment	WIRELESS VALLEY MAINTENANCE	10.00%
191	Motorola	HW_MAINTENANCE	813	Devices Essential	Accessories SFS Comprehensive	0.00%
192	Motorola	HW_MAINTENANCE	814	Security Services	Astro CyberSecurity	0.00%
193	Motorola	HW_MAINTENANCE	816	Devices Essential	Accessories Essential	0.00%
194	Motorola	ASTRO_SUA	823	Astro SW Maint	Astro SUA & SMA	0.00%
195	Motorola	ASTRO_SYSTEMS_INFRA	824	SUA POC	SUA POC	0.00%
196	Motorola	ASTRO_POC	833	G&PS Astro SI POC OLD	SI SITE CONSTRUCTION	0.00%
197	Motorola	APX_PORTABLE	837	APX1000	APX1000	27.00%
198	Motorola	ASTRO_SYSTEMS_DROPSHIP	856	Buildings & Sites on Wheels	MOTOROLA ALTERNATIVE BUILDING	10.00%
199	Motorola	EMERGING_SOLUTIONS	870	PD_IRRIGATION	IRRIGATION PRODUCTS	10.00%
200	Motorola	ASTRO_SI	872	SI ET&S Vendors	SI ET&S VENDORS	0.00%
201	Motorola	ASTRO_SI	874	SI Third Party Vendors	SI THIRD PARTY VENDORS	0.00%
202	Motorola	ASTRO_SYSTEMS_INFRA	877	Master Site Astro SW	MASTER SITE ASTRO SW	18.50%
203	Motorola	ASTRO_SYSTEMS_DROPSHIP	881	Cambium Backhaul Equipment	POWERLINE LV	10.00%
204	Motorola	HW_MAINTENANCE	882	Field Services	On-site Field Services	0.00%

State of New Mexico  
General Services Department  
Purchasing Division

**Vendor (AH)**

ITB Statewide Price Agreement #: 10-00000-20-00048

						Page-6
205	Motorola	HW_MAINTENANCE	900	Infrastructure Repair Services	T&M System Repair	0.00%
206	Motorola	A&E_OTHER_ACCY	903	BUSINESS LIGHT ACCY	RBR ACCY	0.00%
207	Motorola	ASTRO_SYSTEMS_DROPSHIP	904	Cambium Backhaul Equipment	Point to Multipoint	10.00%
208	Motorola	ASTRO_SYSTEMS_DROPSHIP	906	MW Backhaul & Channel Banks & Freq Std	Time and Frequency Systems	10.00%
209	Motorola	ASTRO_SYSTEMS_DROPSHIP	908	Cambium Backhaul Equipment	DROPSHIP LICENSE POINT TO POIN	10.00%
210	Motorola	HW_MAINTENANCE	929	Infrastructure Repair Services	ASTRO Repair	0.00%
211	Motorola	HW_MAINTENANCE	943	Services (Non-SI) Training	Training	0.00%
212	Motorola	ASTRO_SYSTEMS_DROPSHIP	947	Cambium Backhaul Equipment	RAD	10.00%
213	Motorola	HW_MAINTENANCE	948	Infrastructure Repair Services	Local System Repair	0.00%
214	Motorola	ASTRO_SYSTEMS_DROPSHIP	963	Cambium Backhaul Equipment	TUT	10.00%
215	Motorola	HW_MAINTENANCE	964	PCR System Essential & Advanced	PCR System Essential	0.00%
216	Motorola	ASTRO_SYSTEMS_INFRA	967	D - Infrastructure	PRIV SYS INTLNOC RELEASE	0.00%
217	Motorola	HW_MAINTENANCE	969	Security Services	Astro SUS Patching	0.00%
218	Motorola	HW_MAINTENANCE	972	PERFORMANCE SERVICES	ASTRO Network Performance	0.00%
219	Motorola	HW_MAINTENANCE	978	Demand and Local Device Repair	T&M Device Repair	0.00%
220	Motorola	ASTRO_SYSTEMS_DROPSHIP	980	Computers & Monitors	Third Party Astro Data Applications	0.00%
221	Motorola	HW_MAINTENANCE	984	Infrastructure Tech Support	Software Installs	0.00%
222	Motorola	HW_MAINTENANCE	986	REPLACEMENT PARTS 2-WAY	LEGACY SUBSCRIBER	0.00%
223	Motorola	HW_MAINTENANCE	988	Infrastructure Repair Services	Non-MSI Serviceable Item	0.00%

**Vendor (AH)**

State of New Mexico  
 General Services Department  
 Purchasing Division  
 ITB Statewide Price Agreement #: 10-00000-20-00048

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio	007	EVX-S24	EVX-S24	25%-30%
2.	Motorola	TRBO	018	CP Portfolio	CP Portfolio	25%-30%
3.	Motorola	TRBO	019	PM/CM Portfolio	PM/CM Portfolio	25%-30%
4.	Motorola	Portable Radios	037	TRBO Radio Portfolio	TRBO Radio Portfolio	25%-30%
5.	Motorola	Mobile Stations	038	MotoTRBO	MotoTRBO	25%-30%
6.	Motorola	LTE Systems Dropship	055	LTE Switch Routers	LTE Switch Routers	10%
7.	Motorola	Portable Radios	087	TRBO Radio Portables	TRBO Radio Portables	25%-30%
8.	Motorola	Pagers/Receivers	136	Minitor Products	Minitor Products	15%
9.	Motorola	Portable Radios TRBO	158	TRBO Radio CP Portfolio	TRBO Radio CP Portfolio	25%-30%
10.	Motorola	Portable Radios APX Accessories	187	APX Portable Accessories	APX Portable Accessories	27%
11.	Motorola	Mobiles	189	Mobile Accessories	Mobile Accessories	20%
12.	Motorola	MotoTRBO	421	Application Partner Programs	Application Partner Programs	0%
13.	Motorola	MotoTRBO	422	Infrastructure	Infrastructure	10%-15%
14.	Motorola	MotoTRBO	433	MotoTRBO High Tier Repeater	MotoTRBO High Tier Repeater	15%-30%
15.	Motorola	Professional Commercial Radio	435	Capacity Max Hardware	Capacity Max Hardware	20%
16.	Motorola	Professional Commercial Radio	449	Capacity Max Software License	Capacity Max Software License	20%
17.	Motorola	Pagers/Receivers	452	Pagers	Pagers	15%
18.	Motorola	Dispatch	454	Audio Accessories	Audio Accessories	15%
19.	Motorola	Fixed Station	457	Infrastructure Antennas	Infrastructure Antennas	20%
20.	Motorola	Professional Commercial Radio	475	MotoTRBO Trunking Mobile	MotoTRBO Trunking Mobile	25%-30%
21.	Motorola	MotoTRBO	478	MotoTRBo Mid Tier Repeater	MotoTRBo Mid Tier Repeater	15%-30%
22.	Motorola	Mobiles	484	MotoTRBO	MotoTRBO	25%-30%
23.	Motorola	Dispatch	520	Wave Technology	Wave Technology	0%
24.	Motorola	MotoTRBO	521	MotoTRBO Low Tier Repeater	MotoTRBO Low Tier Repeater	15%-30%
25.	Motorola	Accessories	271	Carry Cases	Carry Cases	15%
26.	Motorola	Fixed Station	273	Analog Comparator	Analog Comparator	10%



## Vendor (AH)

State of New Mexico  
General Services Department  
Purchasing Division  
ITB Statewide Price Agreement #: 10-00000-20-00048

Page-2

27.	Motorola	Accessories	291	Mobile Dropship	Mobile Dropship	10%
28.	Motorola	Vertex	301	Vertex Parts	Vertex Parts	10%
29.	Motorola	Wave PTT	336	Wave on Cloud 3 <sup>rd</sup> Party Services - Recurring	Wave on Cloud 3 <sup>rd</sup> Party Services - Recurring	0%
30.	Motorola	Professional Commercial Radio	345	Low Tier Business Radio	Low Tier Business Radio	25%-30%
31.	Motorola	MotoTRBO	356	MotorTRBO Anywhere Gateway	MotorTRBO Anywhere Gateway	10%
32.	Motorola	MotoTRBO	346	MotorTRBO Anywhere License	MotorTRBO Anywhere License	10%
33.	Motorola	Pagers/Receivers	361	Paging	Paging	15%
34.	Motorola	Accessories	372	Speaker Microphones	Speaker Microphones	27%
35.	Motorola	Professional Commercial Radios	401	Digital Portable	Digital Portable	25%-30%
36.	Motorola	Wave PTT Wave on Cloud Product	583	Wave on Cloud 3 <sup>rd</sup> Party Hardware and Software	Wave on Cloud 3 <sup>rd</sup> Party Hardware and Software	0%
37.	Motorola	Portable Radios	626	TRBO Radio PR Portfolio	TRBO Radio PR Portfolio	25%-30%
38.	Motorola	Wave PTT	642	Wave on Cloud MSI Hardware	Wave on Cloud MSI Hardware	10%
39.	Motorola	MotoTRBO Radios	777	Portables	Portables	25%-30%
40.	Motorola	Portable Radios - Misc Accessories	785	APX Accessories	APX Accessories	27%
41.	Motorola	LTE	790	LTE LEX 11	LTE LEX 11	0%
42.	Motorola	Professional Commercial Radio	794	Professional Fixed Equipment	Professional Fixed Equipment	15%
43.	Motorola	Portable Radios	795	Misc APX Accessories	Misc APX Accessories	27%
44.	Motorola	Portable Radios	798	Misc APX Accessories	Misc APX Accessories	27%
45.	Motorola	Professional Commercial radio	807	Subscribers	Subscribers	25%-30%
46.	Motorola	Professional Commercial radio	819	VX-261	VX-261	25%-30%
47.	Motorola	Professional Commercial radio	821	Limited Display Keypad Subscriber	Limited Display Keypad Subscriber	25%-30%
48.	Motorola	Portable Radios	837	Misc APX Accessories	Misc APX Accessories	27%
49.	Motorola	Accessories	849	Other Consumer Accessories	Other Consumer Accessories	15%-27%
50.	Motorola	Professional Commercial radio	871	Full Display Keypad Subscriber	Full Display Keypad Subscriber	25%-30%
51.	Motorola	Dispatch	892	Wave Technology	Wave Technology	0%

**Vendor (AH)**

State of New Mexico  
General Services Department  
Purchasing Division

ITB Statewide Price Agreement #: 10-00000-20-00048

52.	Motorola	Mobiles	922		CM200/300	25%-30%

Vendor (AJ)

State of New Mexico  
General Services Department  
Purchasing Division  
ITB Statewide Price Agreement #: 10-00000-20-00048

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG2 PORTABLE (RADIO ONLY)	40%
2.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG MOBILES (RADIO ONLY)	35%
3.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG SERIES ACCESSORIES	35%
4.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES PORTABLE (RADIO ONLY)	30%
5.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES ACCESSORIES	30%
6.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES FEATURE UPGRADES	50%
7.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	RAW/LEGACY/REPLACEMENT PARTS	10%
8.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	ALL OTHER ITEMS	25%
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Vendor (AK)

State of New Mexico  
General Services Department  
Purchasing Division  
ITB Statewide Price Agreement #: 10-00000-20-00048

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*\*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	JVCKendwood	Land Mobile Radios			Land Mobile Radios	30
2.	JVCKendwood	Land Mobile Radios			Radio Accessories	30
3.	JVCKendwood	Repeater & Accessories.			Repeater, Accessories & Systems	20
4.	EFJohnson	Repeater & Accessories.			Repeater, Accessories & Systems	20
5.	EFJohnson	Land Mobile Radios			Land Mobile Radios	20
6.	Zetron					10
7.	Telex					10
8.	Pyramid Comm.					10
9.	Talley Comm.					10
10.	Generic				VHF, UHF, 800 Antenna Kits	0
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**Certificate Of Completion**

Envelope Id: 5F2F624250994FC98BAB0585B5284915	Status: Completed
Subject: GSD/SPD Procurement#: 10-00000-20-00048	
Source Envelope:	
Document Pages: 58	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	Raelynn Lujan
	13 Bataan Blvd
	Santa Fe, NM 87508
	Raelynn.Lujan@state.nm.us
	IP Address: 164.64.63.2

**Record Tracking**

Status: Original	Holder: Raelynn Lujan	Location: DocuSign
11/13/2020 1:51:22 PM	Raelynn.Lujan@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico	Location: DocuSign
	GSD-SPD	

**Signer Events**

Signature	Timestamp
Raelynn Lujan	Sent: 11/13/2020 1:56:01 PM
raelynn.lujan@state.nm.us	Viewed: 11/13/2020 1:56:20 PM
New Mexico General Services	Signed: 11/13/2020 1:56:27 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 73.26.157.179	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/26/2020 4:27:38 PM  
ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31

Travis Dutton- Leyda		Sent: 11/13/2020 1:56:32 PM
Travis.Dutton-Leyda@state.nm.us	<i>JD</i>	Viewed: 11/13/2020 1:57:02 PM
IT & Construction Bureau Chief		Signed: 11/13/2020 1:57:11 PM
New Mexico General Services, State Purchasing Division	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 67.164.144.62	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Valerie Paulk		Sent: 11/13/2020 1:57:18 PM
valerie.paulk@state.nm.us	<i>Valerie Paulk</i>	Viewed: 11/13/2020 1:58:45 PM
State Purchasing Agent		Signed: 11/13/2020 2:01:56 PM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 97.123.85.3	
Security Level: Email, Account Authentication (None)	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Accepted: 5/29/2020 9:40:59 AM  
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/13/2020 1:56:01 PM
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Certified Delivered	Security Checked	11/13/2020 1:58:45 PM
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Signing Complete	Security Checked	11/13/2020 2:01:56 PM
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Completed	Security Checked	11/13/2020 2:01:56 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>		
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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

### **B. Obtaining paper copies**

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

### **C. Withdrawing your consent**

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

### **D. Consequences of changing your mind**

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

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

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

## **F. How to contact GSD:**

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

## **G. To advise SPD of your new email address**

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

## **H. To request paper copies from SPD**

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

## **I. To withdraw your consent with SPD**

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



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

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

## **J. Required hardware and software**

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

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

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

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

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

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

1. The first part of the document is a header section containing the title and author information.



*Agenda Item  
No. 12-D*



**Torrance County Board of Commissioners**  
**Meeting 10/27/2021**  
**Item 12D**

Department: Manager  
Prepared by: Juan Torres  
Reviewed by: Janice Barela

**Title: Motion to approve Memorandum of Understanding (MOU) between Torrance County and the Town of Mountainair for Dangerous Animal Services.**

**Action:**

Approval of Memorandum of Understanding

**Summary:** Memorandum of Understanding (MOU) between Torrance County and the Town of Mountainair for Dangerous Animal Services.

**Significant Issues:**

- The Town of Mountainair currently does not have an animal control officer and the police department is handling the calls for animal services.
- Mountainair Police Department does not have the necessary equipment to handle calls involving potentially dangerous animals.
- Torrance County Animal Services will respond to assist Mountainair Police Department if they have an animal control officer available.

**Financial:**

- The Town of Mountainair will agree to pay Torrance County \$60 per dispatched response.

**Staff Recommendation:**

Approve MOU Between Torrance County and Mountainair for Dangerous Animal Services.

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE COUNTY OF TORRANCE, NEW MEXICO  
AND  
THE TOWN OF MOUNTAINAIR, NEW MEXICO**

This Memorandum of Understanding entered into by and between the County of Torrance, State of New Mexico (hereinafter "County") and the Municipality of Mountainair, New Mexico (hereinafter "Municipality") effective as of the date of execution of the last of the parties to execute the same.

**Whereas**, the Municipality has the need to provide temporary emergency animal capture and transportation to the Municipality shelter (hereinafter "shelter") within the Municipality until an Officer can be hired; and,

**Whereas**, the parties hereto wish to enter into an temporary agreement whereby County Animal Services Department will provide the above services for the Municipality, if a County Animal Control Officer is available, and to set out the fees for such services.

**Now, therefore, it is agreed as follows:**

1. County Animal Services Department will respond to calls involving a potentially dangerous animal if a County Animal Control Officer is available and the Municipality's Law Enforcement Officers need assistance in capturing and transporting the animal to the Municipality's Shelter.
2. The Municipality agrees to pay to the County the following fees:
  - a. \$60.00 per response by County Animal Services Department; to be billed monthly.
  - b. Response shall be defined by County Animal Services Department being dispatched at the request of Municipality's Law Enforcement Officers.

3. County Animal Services Department will be given keys to the shelter so Animal Control Officers can place animals in the shelter and written notice will be given to the Municipality that the animal has been placed there.
4. Either party may terminate this Memorandum of Understanding upon giving the other party thirty (30) days written notice of its intent to terminate.
5. This writing constitutes the entire agreement of the parties and may not be modified unless in writing and executed, after appropriate review and acceptance, by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates noted below.

TORRANCE COUNTY

TOWN OF MOUNTAINAIR

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

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

County Manager

Mayor

ATTEST:

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

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

COUNTY CLERK

TOWN CLERK

Approved as to legal form and sufficiency:

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

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

County Attorney

Town Attorney



*Agenda Item  
No. 12-E*



**Torrance County Board of Commissioners**  
**Meeting 10/27/2021**  
**Item 12E**

Department: Manager  
Prepared by: Juan Torres  
Reviewed by: Janice Barela

**Title: Motion to approve Grievance Hearing Officer (Professional Services) Contract between Brennan & Sullivan, P.A. and Torrance County.**

**Action:**

Approval of Grievance Hearing Officer

**Summary:** Professional Services Contract award between Brennan & Sullivan, P.A. and Torrance County per RFP TC-FY22-01.

**Significant Issues:**

- Torrance County Personnel Ordinance Section 9.4 requires the County to maintain a list of five (5) hearing officers for the Formal Grievance Procedure.
- The term of the agreement is for one (1) year from the date of award with the option to renew for up to three (3) additional one (1) year terms.

**Financial:**

- Annual cost not to exceed \$50,000. Actual cost based on hourly rate per hearing.
- \$225 hourly rate.
- Personnel Ordinance Fee specifies the fees and expense shall be paid by the following
  - o Equally by the County and employee if the decision is modified by the hearing officer.
  - o By the employee if the hearing officer finds in favor of the County.
  - o By the County if the hearing officer finds in favor of the employee.

**Staff Recommendation:**

Approve Professional Services Agreement between Torrance County and Brennan & Sullivan, P.A.



# PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

## Grievance Hearing Officers RFP TC-FY22-01

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and **BRENNAN & SULLIVAN, P.A.**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

### **1. Scope of Work.**

The successful Offeror shall provide the services as a Hearing Officer, and shall conduct administrative hearings at the final administrative level that are related to disciplinary action and the application of the County's Personnel Ordinance as follows:

1. Grievances involving interpretation of the County of Torrance's Personnel Ordinance; and
2. Grievances involving disciplinary actions of suspension, demotion, and dismissal of employees arising from the County's Personnel Ordinance.
3. Other related services required of the successful Offeror(s):
  - a. Scheduling of hearings.
  - b. Conducting any necessary pre-hearing conferences;
  - c. Conducting full evidentiary hearings; and

Providing, within thirty (30) calendar days of the conclusion of the hearing, or submittal of past arbitration briefs, written findings of fact and conclusions of law and final decisions.

### **2. Compensation.**

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis per the attached Cost Response Form per hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice for services provided and will be compensated per the Cost Response Form, plus New Mexico Gross Receipts Tax, following the end of professional services.

Such amount shall be payable monthly upon the submission and approval of an invoice for Torrance County Manager's Office. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:

**Contractor:** Brennan & Sullivan, P.A

**Address:** 128 East Vargas Street

**City, State, Zip:** Santa Fe, NM 87501

**THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY MANAGER'S OFFICE NO LATER THAN JUNE 15 OF THE CURRENT FISCAL YEAR. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.**

3. **Term.**

This professional services agreement is for one (1) year from the date of award. This professional services contract will be for one year, with an automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement may result in a multiple source award.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the County 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 County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County 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 County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County 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 County and are not employees of the County of Torrance. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Torrance 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 County of Torrance 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 County.

**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 County. 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 County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance 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 County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County 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 Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County 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 County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, 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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County 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 County and notwithstanding anything in the Agreement to the contrary, the County 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.**

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

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior 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, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Torrance County. 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 County.

**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 County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney

fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Torrance 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 County of Torrance and the New Mexico Association of Counties by certified mail.

**22. 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.

**23. 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.

**24. 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.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal

contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. 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 of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.



**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. TC-FY22-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;

- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**38. Termination For Failure to Comply with All County Tax Requirements.**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**39. 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 County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM  
87016

To the Contractor: Brennan & Sullivan, P.A.// 128 East Vargas Street // Santa Fe, NM  
87501

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: Brennan & Sullivan, P.A.

Address: 128 East Vargas Street, Santa Fe, NM 87501

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 27<sup>th</sup> day of October, 2021.

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Ryan Schwebach  
Chairman, District II

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Kevin McCall  
Commissioner, District I

---

LeRoy Candelaria  
Commissioner, District III

Approved as to form:

---

John M. Butrick  
County Attorney

Attest:

---

Yvonne Otero  
Torrance County Clerk

**C. COST RESPONSE FORM**

**RFP TC-FY22-01  
Grievance Hearing Officers**

**OFFEROR NAME: Brennan & Sullivan, P.A. - Christina Brennan, Esq.**

**TOTAL PROPOSED ANNUAL COST: \$ 50,000.00**

SUPPLEMENT TO COST RESPONSE FORM – ACTUAL FEES PER HOUR

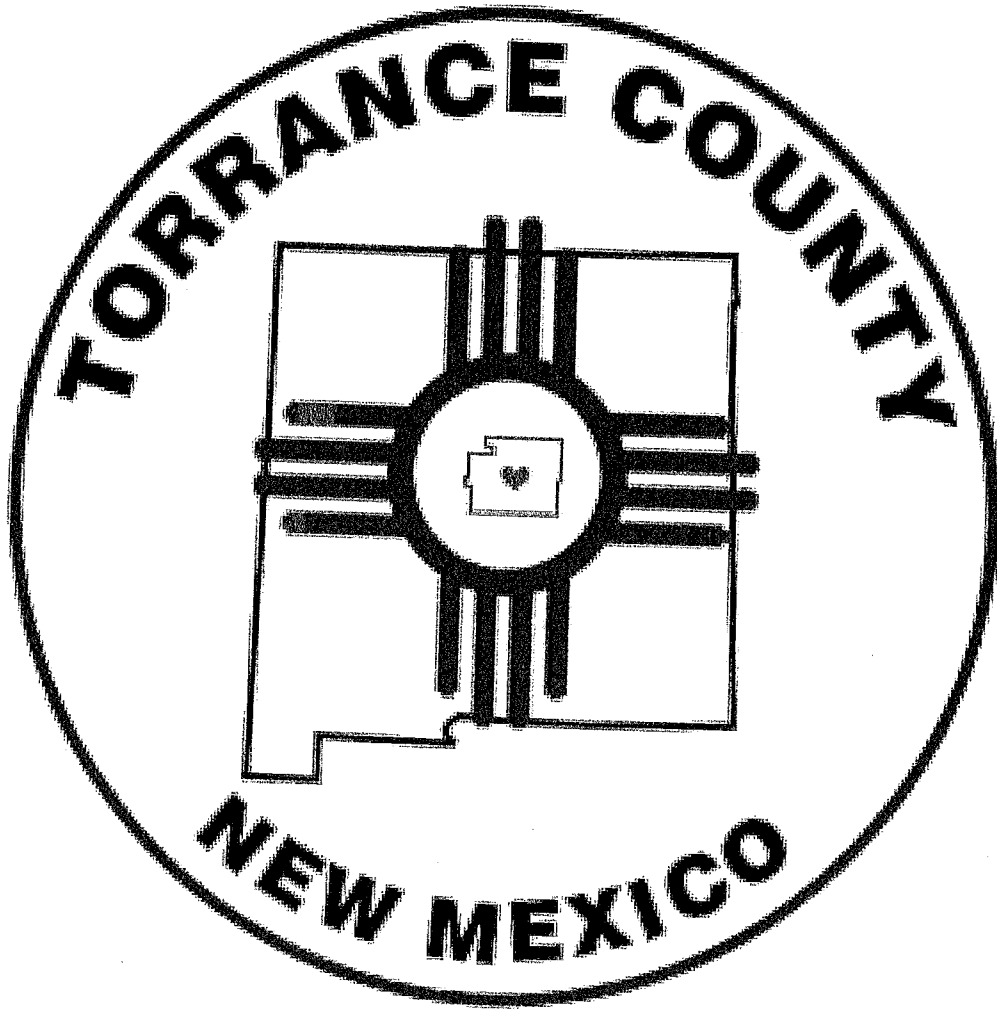
Ms. Brennan's hourly rate is \$225.00.

This rate includes all aspects of grievance officer duties, including attending hearings, legal research and writing, and review of evidence.

All billing will be done in increments of one-tenth (0.1) of an hour.

Ms. Brennan's daily rate (assuming an 8-hour day) is \$1800.00.

Ms. Brennan's annual rate would be dependent on the number of matters assigned. The proposed annual cost of \$50,000 is based on a total yearly estimate of 220 hours, or approximately 18.5 hours of work per month.



*Agenda Item  
No. 12-F*



**Torrance County Board of Commissioners**  
**Meeting 10/27/2021**  
**Item 12F**

Department: Manager  
Prepared by: Juan Torres  
Reviewed by: Janice Barela

**Title: Motion to approve Grievance Hearing Officer (Professional Services) Contract between Garcia Law Group, LLC and Torrance County.**

**Action:**

Approval of Grievance Hearing Officer

**Summary:** Professional Services Contract award between Garcia Law Group, LLC and Torrance County per RFP TC-FY22-01.

**Significant Issues:**

- Torrance County Personnel Ordinance Section 9.4 requires the County to maintain a list of five (5) hearing officers for the Formal Grievance Procedure.
- The term of the agreement is for one (1) year from the date of award with the option to renew for up to three (3) additional one (1) year terms.

**Financial:**

- Annual cost not to exceed \$24,000. Actual cost based on hourly rate per hearing.
- \$300 hourly rate.
- Personnel Ordinance Fee specifies the fees and expense shall be paid by the following
  - o Equally by the County and employee if the decision is modified by the hearing officer.
  - o By the employee if the hearing officer finds in favor of the County.
  - o By the County if the hearing officer finds in favor of the employee.

**Staff Recommendation:**

Approve Professional Services Agreement between Torrance County and Garcia Law Group, LLP.



# PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

## Grievance Hearing Officers RFP TC-FY22-01

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and **GARCIA LAW GROUP, LLC**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

### **1. Scope of Work.**

The successful Offeror shall provide the services as a Hearing Officer, and shall conduct administrative hearings at the final administrative level that are related to disciplinary action and the application of the County's Personnel Ordinance as follows:

1. Grievances involving interpretation of the County of Torrance's Personnel Ordinance; and
2. Grievances involving disciplinary actions of suspension, demotion, and dismissal of employees arising from the County's Personnel Ordinance.
3. Other related services required of the successful Offeror(s):
  - a. Scheduling of hearings.
  - b. Conducting any necessary pre-hearing conferences;
  - c. Conducting full evidentiary hearings; and

Providing, within thirty (30) calendar days of the conclusion of the hearing, or submittal of past arbitration briefs, written findings of fact and conclusions of law and final decisions.

### **2. Compensation.**

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis per the attached Cost Response Form per hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice for services provided and will be compensated per the Cost Response Form, plus New Mexico Gross Receipts Tax, following the end of professional services.

Such amount shall be payable monthly upon the submission and approval of an invoice for Torrance County Manager's Office. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:

**Contractor:** Garcia Law Group, LLC  
**Address:** 6739 Academy Rd. NE, Suite 200  
**City, State, Zip:** Albuquerque, NM 87109

**THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY MANAGER'S OFFICE NO LATER THAN JUNE 15 OF THE CURRENT FISCAL YEAR. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.**

3. **Term.**

This professional services agreement is for one (1) year from the date of award. This professional services contract will be for one year, with an automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement may result in a multiple source award.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the County 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 County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County 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 County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County 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 County and are not employees of the County of Torrance. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Torrance 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 County of Torrance 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 County.

**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 County. 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 County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance 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 County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County 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 Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County 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 County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, 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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County 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 County and notwithstanding anything in the Agreement to the contrary, the County 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.**

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

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior 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, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Torrance County. 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 County.

**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 County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney

fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Torrance 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 County of Torrance and the New Mexico Association of Counties by certified mail.

**22. 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.

**23. 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.

**24. 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.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal

contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. 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 of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.



**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. TC-FY22-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;

- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**38. Termination For Failure to Comply with All County Tax Requirements.**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**39. 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 County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM  
87016

To the Contractor: Garcia Law Group, LLC // 6739 Academy Rd. NE, Suite 200 //  
Albuquerque, NM 87109

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: Garcia Law Group, LLC

Address: 6739 Academy Rd. NE, Suite 200, Albuquerque, NM 87109

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 27<sup>th</sup> day of October, 2021.

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Ryan Schwebach  
Chairman, District II

---

Kevin McCall  
Commissioner, District I

---

LeRoy Candelaria  
Commissioner, District III

Approved as to form:

---

John M. Butrick  
County Attorney

Attest:

---

Yvonne Otero  
Torrance County Clerk

**APPENDIX C**  
**COST RESPONSE FORM**

**RFP TC-FY22-01**  
**Grievance Hearing Officers**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: Garcia Law Group, LLC

TOTAL PROPOSED ANNUAL COST \$ 24,000

Judge French charges a rate of \$300 per hour for services rendered, not to exceed the total proposed annual cost of \$24,000. The Garcia Law Group agrees to the monthly invoice submission procedures identified in Section 2 of Appendix B. However, this firm is also willing to consider any reasonable fee structure for a given matter. This would include flat fees, monthly phone retainers, and load-star approaches in appropriate circumstances.



*Agenda Item*  
*No. 12-G*



**Torrance County Board of Commissioners**  
**Meeting 10/27/2021**  
**Item 12G**

Department: Manager  
Prepared by: Juan Torres  
Reviewed by: Janice Barela

**Title: Motion to approve Grievance Hearing Officer (Professional Services) Contract between Robert F. Curtis and Torrance County.**

**Action:**

Approval of Grievance Hearing Officer

**Summary:** Professional Services Contract award between Robert F. Curtis and Torrance County per RFP TC-FY22-01.

**Significant Issues:**

- Torrance County Personnel Ordinance Section 9.4 requires the County to maintain a list of five (5) hearing officers for the Formal Grievance Procedure.
- The term of the agreement is for one (1) year from the date of award with the option to renew for up to three (3) additional one (1) year terms.

**Financial:**

- Annual cost not to exceed \$8,200. Actual cost based per hearing.
- \$1,500 per hearing, \$200 hourly rate (pre-hearing conference, research, and writing award), and \$1,500 travel.
- Personnel Ordinance Fee specifies the fees and expense shall be paid by the following
  - o Equally by the County and employee if the decision is modified by the hearing officer.
  - o By the employee if the hearing officer finds in favor of the County.
  - o By the County if the hearing officer finds in favor of the employee.

**Staff Recommendation:**

Approve Professional Services Agreement between Torrance County and Robert F. Curtis.

# PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

## Grievance Hearing Officers RFP TC-FY22-01

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and **ROBERT F. CURTIS**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

### **1. Scope of Work.**

The successful Offeror shall provide the services as a Hearing Officer, and shall conduct administrative hearings at the final administrative level that are related to disciplinary action and the application of the County's Personnel Ordinance as follows:

1. Grievances involving interpretation of the County of Torrance's Personnel Ordinance; and
2. Grievances involving disciplinary actions of suspension, demotion, and dismissal of employees arising from the County's Personnel Ordinance.
3. Other related services required of the successful Offeror(s):
  - a. Scheduling of hearings.
  - b. Conducting any necessary pre-hearing conferences;
  - c. Conducting full evidentiary hearings; and

Providing, within thirty (30) calendar days of the conclusion of the hearing, or submittal of past arbitration briefs, written findings of fact and conclusions of law and final decisions.

### **2. Compensation.**

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis per the attached Cost Response Form per hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice for services provided and will be compensated per the Cost Response Form, plus New Mexico Gross Receipts Tax, following the end of professional services.

Such amount shall be payable monthly upon the submission and approval of an invoice for Torrance County Manager's Office. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:



**Contractor:** Robert F. Curtis  
**Address:** 3120 W. Carefree Hwy., Ste. 1-332  
**City, State, Zip:** Phoenix, AZ 85086

**THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY MANAGER'S OFFICE NO LATER THAN JUNE 15 OF THE CURRENT FISCAL YEAR. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.**

3. **Term.**

This professional services agreement is for one (1) year from the date of award. This professional services contract will be for one year, with an automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement may result in a multiple source award.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the County 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 County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County 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 County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County 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 County and are not employees of the County of Torrance. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Torrance 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 County of Torrance 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 County.

**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 County. 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 County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance 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 County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County 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 Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County 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 County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, 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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County 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 County and notwithstanding anything in the Agreement to the contrary, the County 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.**

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

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior 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, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Torrance County. 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 County.

**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 County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney

fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Torrance 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 County of Torrance and the New Mexico Association of Counties by certified mail.

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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.

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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.

**24. 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.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal

contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. 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 of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

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The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

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

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In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

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In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. TC-FY22-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;



- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**38. Termination For Failure to Comply with All County Tax Requirements.**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**39. 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 County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM  
87016

To the Contractor: Robert F. Curtis // 3120 W. Carefree Hwy., Ste. 1-332 // Phoenix,  
AZ 85086

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: Robert F. Curtis

Address: 3120 W. Carefree Hwy., Ste. 1-332, Phoenix, AZ 85086

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 27<sup>th</sup> day of October, 2021.

---

Ryan Schwebach  
Chairman, District II

---

Kevin McCall  
Commissioner, District I

---

LeRoy Candelaria  
Commissioner, District III

Approved as to form:

---

John M. Butrick  
County Attorney

Attest:

---

Yvonne Otero  
Torrance County Clerk

**APPENDIX C  
COST RESPONSE FORM**

**RFP TC-FY22-01  
Grievance Hearing Officers**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Cost.  
Such Taxes shall not be separately reimbursed by the County.

**OFFEROR NAME:** -----



Robert F. Curtis

**TOTAL PROPOSED ANNUAL COST<sup>4</sup> \$8,200.00**

---

<sup>4</sup> This proposed cost is based upon a one day hearing each year. Any additional hearings will be charged pursuant to the fees identified on page 21 of this RFP.

### Grievance Hearing Officer Fees

The below identified costs are provided on a cost per hearing basis. Additional costs associated with travel expenses will be provided upon request.

**Fees:**

Hearing: \$1,500.00 per day.

A Hearing Day is defined as any portion of an eight-hour day.

Pre-Hearing Conference: \$200.00 per hour

Travel: \$1,500.00

Includes all travel to and from home location.

Review of Record and Post-Hearing Briefs: \$200.00 per hour

Research: \$200.00 per hour

Writing Award: \$200.00 per hour

Expenses: The Respondent shall charge travel expenses e.g., Air Fare from Phoenix, AZ to Albuquerque, NM, ground transportation from Albuquerque to hearing locations in Torrance County, parking fees, lodging and meals. Receipts shall be provided upon request.



*Agenda Item  
No. 12-H*

# Hazard Mitigation Grant Application

## Subapplicant information

Name of federal agency  
FEMA

Type of submission

Application

**TORRANCE, COUNTY OF**

205 S 9TH ST AND ALLEN  
ESTANCIA, NM 87016 United States

State

DUNS #

EIN #

NM

095746617

856000257

Subapplicant type

Local Government

Is the subapplicant subject to review by Executive Order 12372 Process?

Yes - This Pre-application application was made available to the Executive Order 12372 Process for review on:

Enter date (MMDD/YYYY)

09/30/2021

No, Program is not covered by E.O. 12372.

No, Program has not been selected by state for review.

Is the subapplicant delinquent on any federal debt?

Yes

No

# TORRANCE COUNTY, NM

Status: Pending submission

OMB number: 1860-0072. Expiration date: 10/31/2021. [View burden statement](#)

## Contact information

### Subrecipient Authorized Representative (SAR)

<b>Matt Propp</b>  mpropp@tcom.us	<b>Primary phone</b>	<b>Mailing address</b>	<b>Delete</b>
---	----------------------	------------------------	---------------

**Add a SAR**

### Point(s) of contact

<b>Matt Propp</b> Emergency Manager  mpropp@tcom.us	<b>Primary phone</b> 6057050836 Mobile  <b>Fax</b>	<b>Additional phones</b> 5055444727 Work	<b>Mailing address</b> PO Box 48 205 S Ninth St Estancia NM 87016	<b>Edit</b>
--	--	--	--	-------------

**Add a point of contact**



## Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

### Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District	
ENCINO, VILLAGE OF	057	350102	N		1,2	<a href="#">X Delete</a>
ESTANCIA, TOWN OF	057	350082	N		1	<a href="#">X Delete</a>
MORIARTY, CITY OF	057	350083	N		1	<a href="#">X Delete</a>

Please provide any additional comments below (optional).

Town of Mountainair  
Claunch-Pino 300 Conservation District

### Attachments

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
<a href="#">Hazard Mitigation Plan.pdf 2017.pdf</a>	10/21/2021	mpropp@cnm.us	18 MB		<a href="#">X Delete</a>

## Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?

Yes

Please provide plan detail

<b>Plan name</b> Torrance County Hazard Mitigation Plan	<b>Plan type</b> Local MultiJurisdictional Multi-Hazard Mitigation Plan	<b>Plan approval date</b> 05/01/2017	<a href="#">Edit</a>
--	--	---	----------------------

**Proposed activity description**

No

Please provide any additional comments below (optional).

## Attachments



Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
<a href="#">Hazard Mitigation Plan.pdf 2017.pdf</a>	10/21/2021	mpropp@tcnm.us	18 MB		<a href="#">X Delete</a>

## Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

### Subapplication title (include type of activity and location)

TORRANCE COUNTY, NM

### Activities

#### Primary activity type

Plan update

#### Primary sub-activity type

Local multi-jurisdictional multi-hazard mitigation plan

#### Secondary activity type (Optional)

Select

#### Geographic areas description

Torrance County, Town of Mountainair, Town of Estancia, City of Moriarty, Clauth-Pino Soil and Water Conservation District and the Village of Encino.

### Hazard sources

#### Primary hazard source

Drought

#### Secondary hazard source (optional)

Extreme temperature

#### Tertiary hazard source (optional)

Fire

#### Evaluation process description

Assess risks in the County and Jurisdictions within, Develop a mitigation strategy, adopt and implement the plan.

#### Implementation process description

Prioritize projects for implementation, explore funding options, ensure projects meet state and regional priorities, identify local opportunities to integrate projects, implement the projects.

#### Primary sources description

Prior Approved Torrance County Hazard Mitigation Plan

#### Staff and resources description

Matt Propp, Torrance County Emergency Manager and Samantha Lundy, Emergency Management Specialist (Torrance County). Staff from represented agencies.  
Contractor (yet to be determined, will have to quote/bid).  
Facilities used for stakeholder meetings will be public buildings.

#### Additional comments (optional)

There are no new represented agencies/jurisdictions from previous plan, and no anticipated changes to scope of work.

## Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
 Hazard Mitigation Plan.pdf 2017.pdf	10/21/2021	mpropp@tcnm.us	18 MB		 Delete

## Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames

Task Name	Start Month	Task Duration (in Months)	
Plan Update	7	5 months	<a href="#">✎ Edit</a> <a href="#">✕ Delete</a>
<b>Task Description</b> Update current Hazard Mitigation Plan			

[+ Add a task](#)

Estimate the total duration of your proposed activities (in months).

6

Proposed project start and end dates

Start Date (MM/DD/YYYY)

07/01/2021

End Date (MM/DD/YYYY)

12/01/2021

## Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than \$0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

### Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

[+ Add cost type](#)

**Grand total: \$67,550.00**

### Budget type: Non construction

Cost type: Cost estimate	<b>\$67,550.00</b>
--------------------------	--------------------

Program income (optional)

\$

### Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

#### Proposed federal vs. non-federal funding shares

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

<p>Is this a small impoverished community? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>This determines your federal/non-federal share ratio.</p>	Proposed federal share	75.00	\$50,662.50
	Proposed non-federal share	25.00	\$16,887.50
	Based on total budget cost: \$67,550.00		

#### Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

[+ Add funding source](#)

Funding source	Funding amount	% Non-federal share by source
Funding source: In Kind Match	\$3,500.00	20.73%
Funding source: Cash Match	\$13,387.50	79.27%

Please provide any additional comments below (optional).

### Attachments

[+ Attach a document](#)

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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## Evaluation

Is the applicant participating in the Community Rating System (CRS)?

- Yes  
 No

Is the applicant a Cooperating Technical Partner (CTP)?

- Yes  
 No

Was this created from a previous FEMA HMA Advance assistance / Project scoping award?

- Yes  
 No

Has the applicant adopted building codes consistent with the International codes?

- Yes  
 No

Year of building code

2015

Please provide the building code.

International Building Code

Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?

- Yes  
 No

Describe involvement of partners to enhance the mitigation activity outcome.

Cooperation with community partners allows us to have an all hazards view of the vulnerability in the County. Cooperation ensures that all areas of the County are represented, and plans can effectively mitigate threats at all levels

Describe how this planning activity benefits your community and how the plan/data will be used to promote resiliency.

The plan allows the community, businesses and other stakeholders to see how Torrance County and included entities will prepare and respond to disasters in our area. The plan allows for jurisdictions within to apply for federal grants as needed to completed mitigation projects, and therefore, make the community safer.

Additional comments (optional)

Torrance County has strong cooperation with the jurisdictions within the county, and provides a whole community approach

## Attachments

Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
<input checked="" type="radio"/> Hazard Mitigation Plan.pdf.2017.pdf	10/21/2021	mprepp@tcm.us	18 MB		<input checked="" type="checkbox"/> Delete

## Comments & attachments

› Community	1 comment, 1 attachments
› Mitigation plan	0 comment, 1 attachments
› Scope of work	1 comment, 1 attachments
› Budget	0 comment, 0 attachments
› Evaluation	1 comment, 1 attachments

## Assurances and certifications

### Certifications regarding lobbying; Debarment, Suspension and other responsibility matters; and Drug-free workplace requirements

OMB number 1650-0083, Expiration date 10/31/2021, [View burden statement](#)

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 16, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 16, for persons entering into a grant or cooperative agreement over \$ 100,000, as defined at 44 CFR Part 16, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT) As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A

#### A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

#### A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Optional

Torrance County Office of Emergency Management  
903-A State Highway 41  
Estancia, NM 87016

There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.



SF-LLL: Disclosure of Lobbying Activities

OMB number 4010-0013 Expiration date 02/08/2022 [View this statement](#)

1. Type of federal action:

grant

2. Status of federal action:

bid/offer/application

3. Report Type:

initial filing

4. Name and address of reporting entity:

- Prime  
 SubAwardee

Tier, if known:

Optional

Name

Torrance County, NM

Street 1

205 S Ninth St

Street 2

Optional

City

Espanola

State

New Mexico

Optional

Zip

87016

Optional

Zip Ext

Optional

Congressional district, if known:

Optional

1,2

5. If reporting entity in No.4 is subawardee, enter name and address of prime:

Name

State of NM Office of Homeland Security and Emergency Mgt

Street 1

13 Bataan Blvd

Street 2

Optional

City

Santa Fe

State

New Mexico

Optional

Zip

87508

Optional

Zip Ext

Optional

Congressional district, if known:

Optional

6. Federal department/agency:

FEMA

7. Federal program name/description:

Hazard Mitigation Plan Grant

CFDA number, if applicable:

Optional

8. Federal action number, if known: *Optional*

9. Award amount, if known: *Optional*  
\$

10a. Name and address of lobbying registrant: *Optional*

Prefix *Optional*  
Select

First Name  
Matt

Middle Name *Optional*

Last Name  
Propp

Suffix *Optional*  
Select

Street 1  
903-A State Highway 41

Street 2 *Optional*

City  
Estancia

State *Optional*  
New Mexico

Zip *Optional*  
87015

Zip Ext *Optional*

10b. Individual performing services: (including address if different from No. 10a)

Prefix *Optional*  
Select

First Name  
Samantha

Middle Name *Optional*

Last Name  
Lundy

Suffix *Optional*  
Select

Street 1  
903-A State Highway 41

Street 2 *Optional*

City  
Estancia

State *Optional*  
New Mexico

Zip *Optional*  
87015












Zip Ext *Optional*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Review subapplication

[Submit for signature](#)

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

 This application is ready to submit for signature Submit this application for final signature to complete the application submission process	
 Subapplicant Information	<a href="#">View/edit</a>
 Contact information	<a href="#">View/edit</a>
 Community	<a href="#">View/edit</a>
 Mitigation plan	<a href="#">View/edit</a>
 Scope of work	<a href="#">View/edit</a>
 Schedule	<a href="#">View/edit</a>
 Budget	<a href="#">View/edit</a>
 Evaluation	<a href="#">View/edit</a>
 Comments & attachments	<a href="#">View/edit</a>
 Assurances and certifications	<a href="#">View/edit</a>



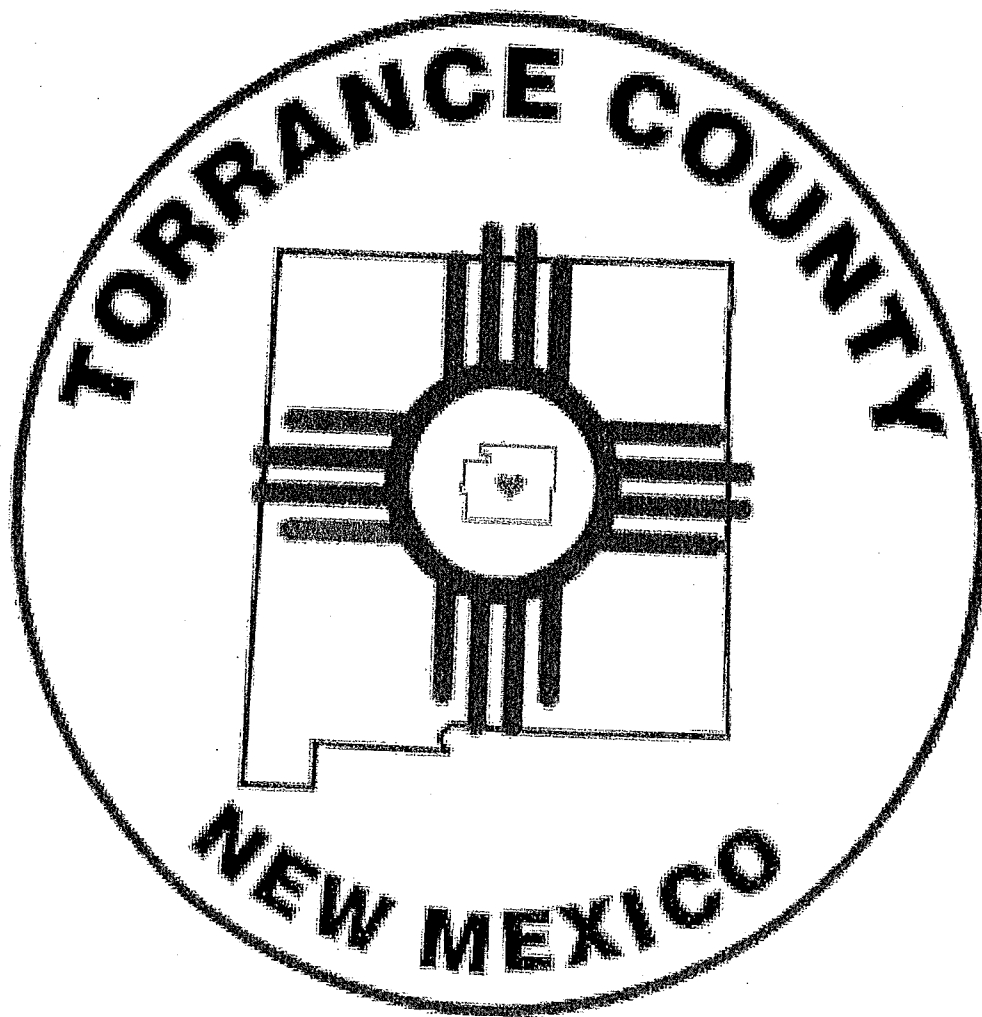
*Agenda Item*  
*No. 12-I*



*Agenda Item  
No. 13-A*

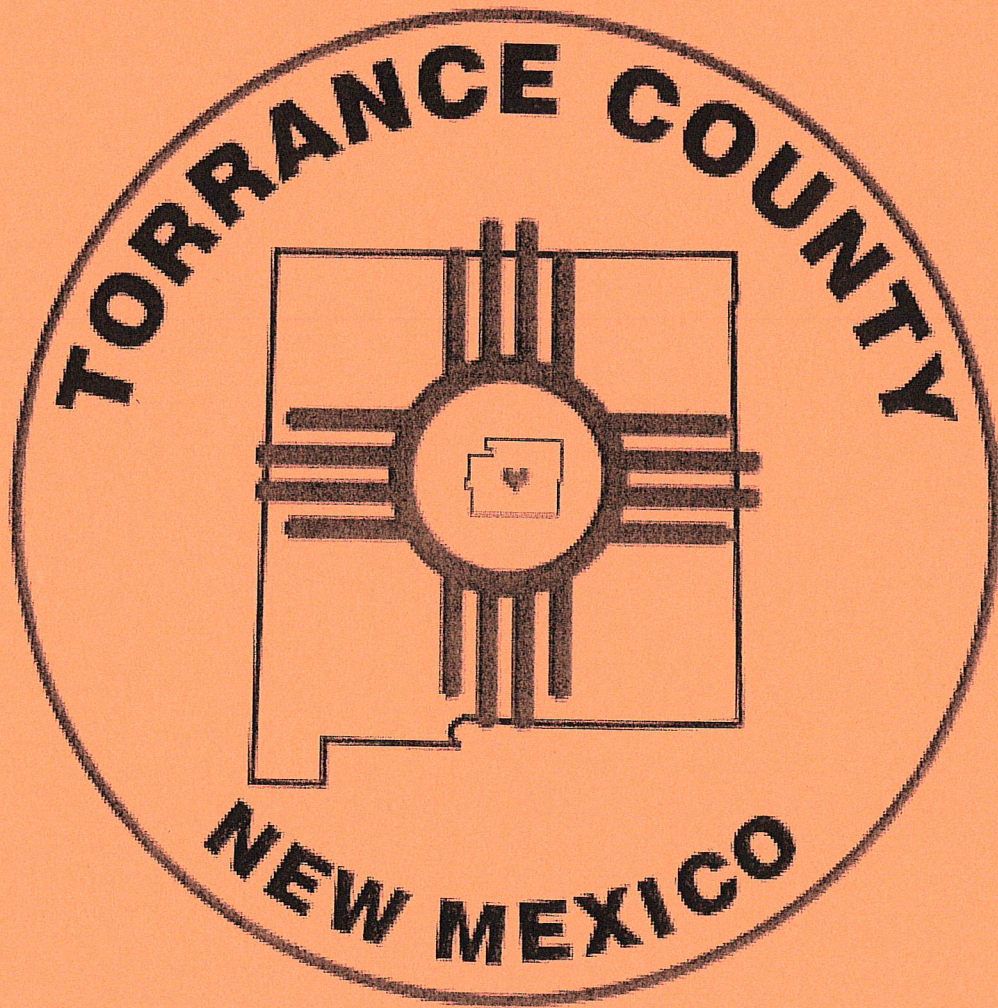


*Agenda Item*  
*No. 13-B*



*Agenda Item  
No. 13-C*



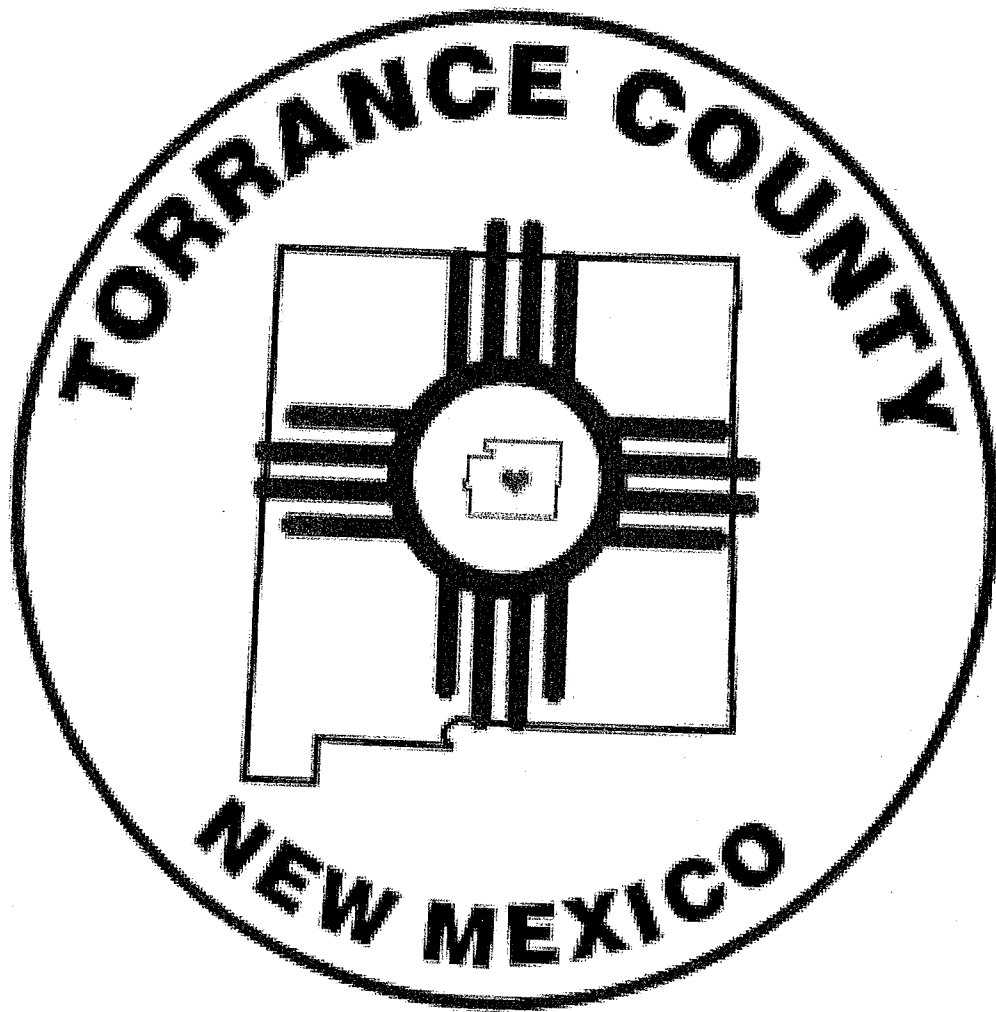


*Agenda Item  
No. 14-A*





*Agenda Item*  
*No. 15*



*Agenda Item*

*No. 17*