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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 14-15-108

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of December 15, 2014
 (Adoption Date)

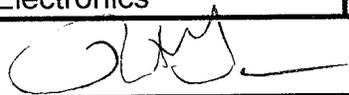
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION REQUESTING THE PURCHASE OF 25 PORTABLE RADIO UNITS AND ACCESSORIES TO DAILEY-WELLS OF SAN ANTONIO, TX IN THE AMOUNT OF \$57,687.50 USING NM SPD #40-000-14-00055.

PURPOSE(S) OF ACTION:

Approve purchase.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Kenneth Luchini	<u>Department/Section:</u> Information Technology/Radio Communications and Electronics	<u>Phone:</u> 541-2625
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Information Technology Radio Communications and Electronics Section (Radio Communications) in congruence with the Las Cruces Police Department (LCPD) is requesting the purchase of 25 portable two-way radios. The LCPD is working closely with Radio Communications to attrition older radios that are currently in use but are no longer supportable by Radio Communications and the manufacturer.

The new radios are designed specifically for the LCPD based on their specific work and performance needs which are directly associated with public safety. The LCPD will be utilizing the cadet recruitment process to attrition the older radios. The 25 portable two-way radios will be issued to incoming Police Cadets so that they may possess critical communications and to provide safety to the LCPD employees.

The LCPD currently maintains the highest number of legacy radios throughout the City's inventory. Radio Communications anticipates upgrading the current EDACs Harris Radio System to a standardized P25 System in the foreseeable future. This technology improvement will provide additional security and reliability features for all of the City's emergency services.

(Continue on additional sheets as required)

Unfortunately the legacy radios are incompatible with the P25 System. The requested radios are P25 System compatible. By purchasing these radios now the LCPD will reduce the overall system wide cost to move to the P25 System in the future.

It is requested the radios be procured in the amount of \$57,687.50 utilizing the State Price Agreement: NM SPD #40-000-14-00055 with Dailey-Wells of San Antonio, TX.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Managers Request to Contract.
3. Attachment "A", NM SPD #40-000-14-00055.
4. Attachment "B", #DWC-LC-102114-XG-25P.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General	10147370-730200	\$57,687.50	\$63,241.77	\$5,554.27	Other minor equipment expenses

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the purchase of 25 portable radio units plus accessories from Dailey-Wells of San Antonio TX, in the amount of \$57,687.50.
2. Vote "No"; this will not approve the purchase and may jeopardize the safety of the employees.
3. Vote to "Amend"; this could cause a delay in obtaining critical communication equipment.
4. Vote to "Table"; this could cause a delay in obtaining critical communication equipment.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 14-15-108

A RESOLUTION REQUESTING THE PURCHASE OF 25 PORTABLE RADIO UNITS AND ACCESSORIES TO DAILEY-WELLS OF SAN ANTONIO, TX IN THE AMOUNT OF \$57,687.50 USING NM SPD #40-000-14-00055.

The City Council is informed that:

WHEREAS, the Information Technology/Radio Communications and Electronics Section (Radio Communications) is requesting the purchase of 25 portable two-way radios and accessories that will be issued to the Las Cruces Police Department (LCPD); and

WHEREAS, the LCPD is working closely with Radio Communications to replace older radios that are currently in use but are no longer supportable by Radio Communications and the manufacturer; and

WHEREAS, the new radios are designed specifically for the LCPD based on their specific work and performance needs which are directly associated with public safety and will be utilized by new cadets in order to possess critical communications and provide safety to the LCPD employees; and

WHEREAS, it is requested that these radios be procured in the amount of \$57,687.50 using the 25% discount offered in price agreement NM SPD #40-000-14-00055 issued to Dailey-Wells of San Antonio, TX.

NOW THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the purchase of 25 portable radio units plus accessories from Dailey-Wells of San Antonio TX, in the amount of \$57,687.50 is hereby approved.

(II)

THAT the Purchasing Manager is authorized to contract with Dailey-Wells of San Antonio TX as outlined in Exhibit "A" attached hereto.

(III)

THAT the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20__.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

- Mayor Miyagishima: _____
- Councillor Silva: _____
- Councillor Smith: _____
- Councillor Pedroza: _____
- Councillor Small: _____
- Councillor Sorg: _____
- Councillor Levatino: _____

APPROVED AS TO FORM:

[Signature]

City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: December 15, 2014

Resolution No.: 14-15-108

Existing Contract Purchase For Cadet Radios - LCPD

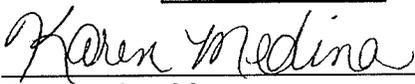
The Las Cruces City Council is provided the following information concerning this request:

RFP/BID SOLICITATION INFORMATION:

- | | |
|---|---------------------------------|
| 1. Existing Contract Issuer | State of New Mexico |
| 2. Contract Number: | 40-000-14-00055 |
| 3. Contract Expiration Date: | March 31, 2015 |
| 4. Description: | Cadet Radios - LCPD |
| 5. Using Department: | Information Technology |
| 6. Current Award Recommendation To: | Dailey-Wells of San Antonio, TX |
| 7. Award Amount (includes any tax and contingency): | \$57,687.50 |
| 8. Projected Completion Date: | One-time purchase |

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316**.


11/26/14
 Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	TBD
---------------------------------------	-----



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State of New Mexico
General Services Department
Statewide Price Agreement

Awarded Vendor
9 Vendors – See Page 7

Price Agreement Number: 40-000-14-00055

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 7

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

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Invoice:
As Requested

Title: Radio Parts & Repair

Term: April 1, 2014 thru March 31, 2015

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 4/1/14

Terms and Conditions
(Unless otherwise specified)

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

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Purchasing Division
Price Agreement #: 40-000-14-00055

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

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

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 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 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: <http://www.insurenewmexico.state.nm.us/>.

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!*

New Mexico Pay Equity Initiative

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V – Termination

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) 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.

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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.

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Awarded Vendors:

(AA)

0000051480

Advanced Communications & Electronics, Inc.
2417 Baylor Drive SE
Albuquerque, NM 87109
505-244-3321

Delivery: 10 Days ARO, Typical
Contract Administrator: Lori Moore
E-mail: lmoore@advtwoway.com

(AB)

00000105339

Clover Telecom Asset Management LLC
dba American Communications
Dept CH 19617
Palatine, IL 60055
610-779-1119

Delivery: 20 Business Days
Contract Administrator: Patrick O'Donnell
E-mail: Patrick.odonnell@go-ac.com

(AC)

0000089975

Aviate US, Inc.
5200 Great America Parkway
Santa Clara, CA 95059
408-567-6630

Delivery: 6-8 Weeks ARO
Contract Administrator: Felix Gurule
E-mail: Felix.gurule@aviatnet.com

(AD)

0000108698

Comlink Wireless Tech, Inc.
1724 Lacy Drive, Suite 106
Ft. Worth, TX 76177
800-853-8165

Delivery: 5-10 Business Days ARO
Contract Administrator: L. Dewitt
E-mail: info@comlinktech.com

(AE)

0000043236

Dailey - Wells Communications, Inc.
3440 E. Houston Street
San Antonio, TX 78219
210-893-6701

Delivery: Most Items 30 Days or Less ARO
Contract Administrator: Jim Sawyer
E-mail: jsawyer@dwcomm.com

(AF)

0000054703

Durham Communications, Inc.
4611 E. Virginia Street
Mesa, AZ 85215
800-981-8875/505-819-7019

Delivery: Prepaid and Added to Invoice
Contract Administrator: Jan Thryegod/Eugene D. Johnson
E-mail: Jan@dcicomm.com/gene@dcicomm.com

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(AG)

0000108664

New London Technology, Inc.
23 Turkey Foot Road
Lynchburg, VA 24502
434-525-0068

Delivery: Destination
Contract Administrator: Mark A. Glahn
E-mail: mark@newlondontech.com

(AH)

0000046297

Specialty Communications
201 Conchas SE
Albuquerque, NM 87123
505-294-6100

Delivery: F.O.B Destination
Contract Administrator: Paul L. Choc
E-mail: specialtycom@aol.com

(AI)

0000066153

Tempest Telecom Solutions LLC
136 W. Canon Perdido, #100
Santa Barbara, CA 93101
805-879-4800

Delivery: As Requested - Varies by Manufacturer
Contract Administrator: Collin Calle/Alma Esquivel
E-mail: ccalle@tempesttelecom.com
aesquivel@tempesttelecom.com

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Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the address that follows.

For all in-warranty repairs the Department of Information Technology will pay the shipping cost to the contractor's repair facility and the contractor must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DOIT will make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Vincent D. Bradley
(505) 231-8989 office
(505) 827-9349 fax

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Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Infrastructure Voice and Radio Division.

The State of New Mexico requires a fixed percentage discount from the manufacturer's depot rate. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no other substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, TX/RX units, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, etc..

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidder will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufacturer's specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.

Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Infrastructure Voice and Radio Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Please provide the following information for your company:

Contract Administrator: _____

E-mail: _____

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 State of New Mexico
 General Services Department
 Purchasing Division
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Method of Award

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.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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Bidders shall provide a percentage discount for only the manufactures that are represented by their company for communications radio equipment, parts & repair:

001 Disc. Discount from Prices Listed for Items in Parts Catalog from Manufactures

	(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)
Alcatel	5%	30%							25%
Aviat	10%	30%	65%						0%
Andrew	5%	30%				10%			25%
ELETK Rectifier	5%	30%							25%
General Electric(GE) (AF) Ma/Comm, Tyco, Harris	5%	0%			25%	10%	20%	10%	2%
ICOM		0%				10%			
InfoSat	5%	0%							
M/A Com (AE) Harris		0%			25%	10%	20%	10%	2%
Midland		0%				10%			
Motorola	15%	30%		12%					0%
Proxim	10%	30%				10%			25%
Tait	8%	0%				10%			

Bidders shall provide an hourly rate for only the manufactures that are represented by their company for communications radio equipment, parts & repair:

002 Hr. Hourly Rate for Repairs

	(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)
Alcatel	\$95.00	\$65.00							\$75.00
Aviat	\$95.00	\$65.00	Varies*						
Andrew	\$95.00	\$40.00				\$85.00			\$50.00
ELETK Rectifier	\$95.00	\$40.00							\$50.00
General Electric(GE) (AF) Ma/Comm, Tyco, Harris	\$95.00	\$0.00			\$85.00	\$85.00	\$58.00	\$75.00	\$85.00
ICOM	\$95.00	\$0.00				\$85.00			
InfoSat	\$95.00	\$0.00				\$85.00			
M/A Com (AE) Harris	\$95.00	\$0.00			\$85.00	\$85.00	\$58.00	\$75.00	\$145.00
Midland	\$95.00	\$0.00				\$85.00			
Motorola	\$95.00	\$65.00							\$295.00
Proxim	\$95.00	\$40.00				\$85.00			\$50.00
Tait	\$95.00	\$0.00				\$85.00			

(AC) *Aviat's repair prices are a flat rate. The prices vary depending on the particular FRU that is being repaired

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 State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 40-000-14-00055

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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Bidders may provide a percentage discount on accessories for only the manufactures that are represented by their company for communications radio equipment, parts & repair:

003 Disc. Percentage Discount for Accessories from Manufactures

	(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)
Alcatel	5%	30%							25%
Aviat	5%	30%	65%						0%
Andrew	5%	30%				10%			25%
ELETK Rectifier	5%	30%							25%
General Electric(GE) (AF) Ma/Comm, Tyco, Harris	5%	0%			25%	10%	20%	10%	2%
ICOM	5%	0%				10%			
InfoSat	5%	0%							
M/A Com (AE) Harris	5%	0%			25%	10%	20%	10%	2%
Midland	5%	0%				10%			
Motorola	5%	30%		12%					0%
Proxim	5%	30%				10%			25%
Tait	5%	0%				10%			

(AF) All other products represented by Durham Communications 5-10%

(AD) Comlink Wireless Tech, Inc.

<u>SUPPLIER</u>	<u>DISCOUNT OFF CURRENT LIST PRICING</u>
COMLINK WIRELESS TECHNOLOGIES	34%
REPLACEMENT RADIO BATTERIES	
OTTO ENGINEERING	15%
AUDIO ACCESSORIES	
EMERGING POWER	20%
FACTORY MUTUAL APPROVED RADIO BATTERIES	
PRYME AUDIO ACCESSORIES	20%
SPEAKER MICS, SURVEILLIANCE KITS, LAPEL MICS ETC	
SIGTRONICS	8%
EMERGENCY VEHICLE INTERCOMS	
STONE MOUNTAIN	15%
SPECIALTY SPEAKER MICS FOR PUBLIC SAFETY	
IMPACT	15%
PORTABLE RADIO CHARGERS	
ITECH	15%
RADIO BATTERY CHARGERS AND ANALYZERS	
CADEX	10%
RADIO BATTERY CHARGERS AND CONDITIONERS	
ADVANCETEC	10%
RADIO BATTERY CHARGERS AND CONDITIONERS	
ADVANCE CHARGER TECHNOLOGIES (ACT)	10%
RADIO BATTERY CHARGERS AND CONDITIONERS	
PROCLIP CHARGERS	10%
NO HOLES PORTABLE RADIO CHARGERS	
LAIRD/LARSEN ANTENNAS	15%
PORTABLE AND MOBILE RADIO ANTENNAS	
LOGICS BATTERIES	20%
FACTORY MUTUAL APPROVED RADIO BATTERIES	
ENDURA CHARGER	15%
PORTABLE RADIO CHARGERS	

DAILEY-WELLS COMMUNICATIONS, INC.

3440 E. Houston St., San Antonio, TX 78219



To: City of Las Cruces
 From: Richard Kirian, 505-453-2029, rkirian@dwcomm.com
 Date: 11/24/14

PRODUCT - PORTABLE RADIO

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
		XG-25P PORTABLE RADIO					
1	DPXG-PB78B	Portable,XG-25P,764-870MHz,Scan	25	\$ 1,100.00	25%	\$ 825.00	\$ 20,625.00
2	DP-PL7Z	Feature,512 Systems/Groups	25	n/c	25%	n/c	n/c
3	DP-PL4U	Feature, Single-Key DES Encryption	25	n/c	25%	n/c	n/c
4	DP-P25ED	Feature Package, P25 Trunking and EDACS	25	\$ 1,200.00	25%	\$ 900.00	\$ 22,500.00
5	DP-PL4F	Feature,P25 Phase 2, TDMA	25	\$ 250.00	25%	\$ 187.50	\$ 4,687.50
6	DP-PA9Y	Battery,Li-Ion,2000mAH	50	\$ 100.00	25%	\$ 75.00	\$ 3,750.00
7	DP-AE9D	Speaker Microphone	25	\$ 135.00	25%	\$ 101.25	\$ 2,531.25
8	MAEX-NNC1K	Antenna,806-870MHz,Whip	25	\$ 25.00	25%	\$ 18.75	\$ 468.75
9	DP-HC7P	Belt Clip,Metal	25	\$ 20.00	25%	\$ 15.00	\$ 375.00
10	DP-CH4G	Charger, Single Bay, Tri-Chemistry	25	\$ 120.00	25%	\$ 90.00	\$ 2,250.00
11	FREIGHT	Freight from San Antonio, TX to Las Cruces, NM	25	\$ 20.00	0%	\$ 20.00	\$ 500.00
		SPD# 40-000-14-00055				TOTAL	\$ 57,687.50

Price valid for 60 days from the date above.

Terms: Net 30 Days

Shipping: Pre-Pay and add to the invoice.