

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Goods and Software Contract Aviat U.S., Inc. Quote NA220902-81333

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Aviat U.S., Inc., herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Aviat U.S., Inc. . "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall perform the following: Deliver Aviat support equipment for PSRS Project as described in the attached quote NA220902-81333

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed in the attached Aviat U.S., Inc. quote NA220902-81333.

The total compensation under this Agreement shall not exceed one hundred fifty-one thousand twenty-nine dollars (\$151,029.00) including New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon

between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on twelve months from the date of approval. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any

other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **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 City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. 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 City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City 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.

18. **Release**

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

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City 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 Paragraph 20 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 Paragraph 20 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 City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. 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.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1)

amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

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.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to 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 City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the 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 City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" 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.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501 To the Contractor: Aviat U.S., Inc.

200 Parker Drive suite C100A

Austin, TX 78728

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Aviat U.S., Inc.

200 Parker Drive suite C100A

Austin, TX 78728

42. Succession

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

42. **Succession**

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

43. **Title and Risk of Loss.**

Title and risk of loss of equipment and software media sold under the Agreement shall transfer to City at upon inspection and acceptance by the City pursuant to Article 32 of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Aviat U.S., Inc.

John Blair
John Blair (Mar 8, 2023 17:49 MST)

JOHN BLAIR, CITY MANAGER

DocuSigned by:
Keith Cameron
Keith Cameron
VP Global Finance & IT

DATE: Mar 8, 2023

DATE: 09-Feb-23
CRS# _____
Registration # _____

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 13, 2023 08:11 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Mar 6, 2023 21:27 MST)

EMILY OSTER, FINANCE DIRECTOR

ITT Infrastructure Data Processing 6203650.572800 AH
Org.Name/Org.# AH



City of Santa Fe, New Mexico

Memorandum



DATE: February 21, 2023

TO: John Blair;
City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Manuel Gonzales, ITT Department Director


Manuel Gonzales (Feb 23, 2023 13:24 MST)

FROM: David C. Tapia; Procurement Coordinator

ITEM AND ISSUE:

ITT Request for the Approval of the General Services Agreement in the Total Amount of \$151,029.00 for Microwave Network Equipment and Point to Point Antennas related to PSRS Project; Aviat US Inc.; (Manuel Gonzales; mmgonzales@santafenm.gov; 505-955-5576)

BACKGROUND AND SUMMARY:

As part of the PSRS project addressing communication for emergency response teams this is necessary equipment to ensure dependable, high speed wireless communications over long distances to enhance point to point communication through the Public Safety Radio System. The point-to-point antennas will provide access to the NM State Public Safety Network.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) # 20-00000-22-00038 which expires on April 24, 2023.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203920.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Srvc of Other Departments/Fund 620

Munis Org Name/Number: ITT ISV / 6203650

Munis Object Name/Number: Data Processing Inventory Exempt / 572800

ACTION REQUESTED:

ITT respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aviat US Inc.

Procurement Title: Statewide Price Agreement 20-00000-22-00038 Exp: April 24, 2023

Procurement Method: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting ITT Staff Name David C. Tapia

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

David C. Tapia Procurement Coordinator 02/23/2023

Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Feb 24, 2023

Purchasing Officer (attesting that all information is reviewed)	Title	Date
	ITT Director	Feb 24, 2023

ITT Representative (attesting that all information is reviewed)	Title	Date
---	-------	------

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203920

Contractor: Aviat US Inc.

Description: Microwave network equipment for Point to Point antennas for high speed wireless communications over long distances necessary for Public Safety and the PSRS project

Contract ☒ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/01/2023 Term End Date: 02/29/2024

☐ Approved by Council Date: _____

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** Statewide Price Agreement 20-00000-22-00038 Exp:04/24/2023

Andy Hopkins

Purchasing Officer Review: _____

Feb 24, 2023

Date: _____

Comment & Exceptions: _____

4. **Funding Source:** ITT INFRA Data Processing **Org / Object:** 6203650.572800

Andy Hopkins

Andy Hopkins (Feb 24, 2023 09:55 MST)

Budget Officer Approval: _____

Feb 24, 2023

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Manuel Gonzales

Manuel Gonzales (Feb 24, 2023 13:13 MST)

ITT Director

Feb 24, 2023

ITT Representative (attesting that all information is reviewed)

Title

Date

City of Santa Fe, NM
Inquest - 10/24/17 / Not StandbyGrand Total (Including Applicable Taxes and Freight)



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

Price Agreement Number: **20-00000-22-00038**

Payment Terms: **Net 30**

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

Delivery: **See pages 6 and 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) 670-1561**

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

Invoice:
As Requested at Time of Order

Title: Radio Parts and Repair

Term: April 25, 2022 thru April 24, 2023

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: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

× This Agreement was signed on behalf of the State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
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

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Statewide Price Agreement #: 20-00000-22-00038

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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

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Statewide Price Agreement #: 20-00000-22-00038

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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 page1. 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

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Statewide Price Agreement #: 20-00000-22-00038

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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 #: 20-00000-22-00038

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Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434
(949) 707-2710
hermogenes.decano@aviatnet.com
Delivery: 7-9 weeks

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106
(505) 244-3321
service@advtwoyway.com; sales@advtwoyway.com
Delivery: 15 days typical

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244
(817) 301-3060
info@comlinktech.com
Delivery: 7-10 days ARO

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com
Delivery: FOB Gilbert, AZ

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511
(800) 654-9550, (973) 389-9600
holzberg@juno.com
Delivery: 15 Days ARO

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com
Delivery: Our battery products are Stock - 4 weeks lead time ARO

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(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745
(310) 639-9000
sholliman@us.jvckenwood.com

Delivery: 60-90 days ARO

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

Delivery: As Requested

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

Delivery: 1-12 weeks depending on part availability

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Specifications:

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.

Term:

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.

Tax Note:

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.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

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.

Bid Review:

State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:

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

Warranty:

For all warranty repairs the contractor will pay the shipping cost to the contractor's repair facility and 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.

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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, shall 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:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325

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 Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. 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 substitutes will be accepted.

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

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, 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 bidders 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 manufactures 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.

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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, Public Safety Communications 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.

Payments 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.

Payment Terms: Net 30

F.O.B.: Destination

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.

Escalation/De-escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

- 1) Agreement Item Number
- 2) Current Item Price
- 3) Proposed New Price
- 4) Percentage of Increase

For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.

SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

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

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Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)					
	1	% Discount	Alcatel		5%			
	1	% Discount	Andrew		10%		10%	
	1	% Discount	Aviat	%Varies	5%			
	1	% Discount	CSS-Mindshare		5%			
	1	% Discount	EF Johnson		15%		10%	20%
	1	% Discount	ELETK Rectifier		5%			
	1	% Discount	General Electric (GE)		15%			
	1	% Discount	Harris		10%		10%	
	1	% Discount	ICOM		8%		10%	
	1	% Discount	InfoSat		8%			
	1	% Discount	Kenwood LMR		15%		10%	20%
	1	% Discount	Kenwood Systems		10%		10%	20%
	1	% Discount	M/A Com		10%		10%	
	1	% Discount	Midland		10%			
	1	% Discount	Motorola		15%			
	1	% Discount	Motorola		15%			
	1	% Discount	Proxim		10%			
	1	% Discount	Pyramid Communications		10%			
	1	% Discount	Tait		10%		10%	
	1	% Discount	Unication USA		8%			
	1	% Discount	Zetron		3%		10%	
	1	% Discount	All other makes, models, and manufacturers		5%	%Varies	5%	
2			Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)					
	1	Hr.	Alcatel		\$150.00			
	1	Hr.	Andrew		\$150.00		\$95 shop \$760 on site	
	1	Hr.	Aviat	% Varies	\$150.00			

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Statewide Price Agreement #: 20-00000-22-00038

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Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		\$150.00		\$95 shop \$760 on site	\$225
	1	Hr.	ELETK Rectifier		\$150.00			
	1	Hr.	Engineer Daily On-Site Labor		\$150.00		\$1560 Hr.	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		\$150.00		\$195 Hr.	
	1	Hr.	General Electric (GE)		\$150.00			
	1	Hr.	ICOM		\$150.00		\$95 shop \$760 on site	
	1	Hr.	InfoSat		\$150.00			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		\$125.00			
	1	Hr.	JVCKENWOOD USA		\$150.00		\$95 shop \$760 on site	
	1	Hr.	Midland		\$150.00			
	1	Hr.	Mobile Radio Installation		\$125.00		\$80 Hr.	
	1	Hr.	Motorola		\$150.00			
	1	Hr.	On-Site Labor Rate (Customer Location)		\$150.00		\$ 760 Hr.	\$225
	1	Hr.	Post Warranty Maintenance		\$150.00			\$225
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		\$75.00		\$35	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		\$75.00		<u>\$35</u>	
	1	Hr.	Proxim		\$150.00			
	1	Hr.	Radio Programming		\$125.00			\$225
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		\$45.00		\$95	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		\$25.00			
	1	Hr.	Software Installation		\$150.00			\$225
	1	Hr.	Standard Shop Installation		\$150.00		\$80 Hr.	\$225
	1	Hr.	Standard Shop Labor Rate		\$150.00		\$95_Hr.	\$225
	1	Hr.	Support Services		\$150.00			\$225
	1	Hr.	System Technologist		\$150.00			\$225
	1	Hr.	Tait		\$150.00		\$95 shop \$760 on site	
	1	Hr.	Technician Daily On-Site Labor		\$150.00		\$760 Hr.	\$225

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Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		\$150.00		\$95 Hr.	\$225
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		\$225.00		\$175 Hr.	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		\$185.00		\$125 Hr.	
	1	Hr.	Training		\$150.00		\$125 Hr.	\$225
	1	Hr.	All other makes, models, and manufacturers		\$150.00	% Varies	Same	
3			Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)					
	1	% Discount	AdvanceTec		5%			
	1	% Discount	Alcatel		5%			
	1	% Discount	AlertSense		3%		10%	
	1	% Discount	Andrew		5%			
	1	% Discount	Asentria		3%			
	1	% Discount	Aviat	40%	5%			
	1	% Discount	Bendix King/ BK/ Reim		10%		10%	
	1	% Discount	Brother		10%			
	1	% Discount	Cambium		5%			
	1	% Discount	Ceragon		5%			
	1	% Discount	Code 3		5%			
	1	% Discount	Comscope		5%			
	1	% Discount	CSS Mindshare		5%			
	1	% Discount	David Clark		3%			
	1	% Discount	Dragon Wave		3%			
	1	% Discount	EF Johnson		10%		10%	20%
	1	% Discount	ELETK Rectifier		5%			
	1	% Discount	Eventide		3%			
	1	% Discount	Federal Signal		5%			
	1	% Discount	General Electric (GE)		15%			
	1	% Discount	Getac		3%			
	1	% Discount	GoRhino		3%			
	1	% Discount	Harris		10%			
	1	% Discount	Havis		5%		10%	
	1	% Discount	HP		3%			
	1	% Discount	Hutton		5%			
	1	% Discount	ICOM		8%		10%	

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Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		8%			
	1	% Discount	Integrated Tower Systems		3%			
	1	% Discount	JVCKENWOOD USA		10%		10%	
	1	% Discount	Kenwood		10%		10%	20%
	1	% Discount	Kenwood LMR		10%		10%	20%
	1	% Discount	L3		10%			
	1	% Discount	InfoSat		8%		10%	
	1	% Discount	M/A Com		10%			
	1	% Discount	Midland		10%			
	1	% Discount	Motorola		15%			
	1	% Discount	Net Motion		3%			
	1	% Discount	Otto		8%			
	1	% Discount	Power Products		10%			
	1	% Discount	Proxim		10%			
	1	% Discount	Pyramid		5%			
	1	% Discount	Pyramid Com		5%			
	1	% Discount	Radwin		10%			
	1	% Discount	Raven		5%			
	1	% Discount	Relm/BK		5%		10%	
	1	% Discount	RSI		5%			
	1	% Discount	Ruckus		5%			
	1	% Discount	Sabre		5%			
	1	% Discount	Santa Cruz		5%			
	1	% Discount	Sense lynx		5%			
	1	% Discount	SetCom		5%			
	1	% Discount	SWAT911		5%			
	1	% Discount	Tait		10%		10%	
	1	% Discount	Talley		3%			
	1	% Discount	Telex		5%			
	1	% Discount	Tessco		3%			
	1	% Discount	ThermoBond		2%			
	1	% Discount	UHFDMMR / VHFDMR		5%			
	1	% Discount	Unication		8%			
	1	% Discount	Whelen		5%			
	1	% Discount	Zetron		3%		10%	
	1	% Discount	All other makes, models, and manufacturers		3%	%Varies	10%	

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Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)					
	1	% Discount	Alcatel	5%				10%
	1	% Discount	Andrew	5%			-10%	10%
	1	% Discount	Aviat	3%				10%
	1	% Discount	CSS-Mindshare	3%				10%
	1	% Discount	EF Johnson	5%				10%
	1	% Discount	ELETK Rectifier	3%				10%
	1	% Discount	General Electric (GE)	3%				10%
	1	% Discount	Harris	3%				10%
	1	% Discount	ICOM	11%			-30%	10%
	1	% Discount	InfoSat	5%				10%
	1	% Discount	Kenwood LMR	11%		30%		10%
	1	% Discount	Kenwood Systems	11%		30%		10%
	1	% Discount	M/A Com	3%				10%
	1	% Discount	Midland	1%				10%
	1	% Discount	Motorola	26%			-10%	10%
	1	% Discount	Motorola	26%				10%
	1	% Discount	Proxim	1%				10%
	1	% Discount	Pyramid Communications	1%				10%
	1	% Discount	Tait	3%				10%
	1	% Discount	Unication USA	1%				10%
	1	% Discount	Zetron	1%				10%
	1	% Discount	All other makes, models, and manufacturers	3%	group 3			10%
2			Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)					
	1	Hr.	Alcatel	\$ 95.00				\$95.00
	1	Hr.	Andrew	\$ 95.00				\$95.00
	1	Hr.	Aviat	\$ 95.00				\$95.00
	1	Hr.	EF Johnson	\$ 95.00				\$95.00
	1	Hr.	ELETK Rectifier	\$ 95.00				\$95.00
	1	Hr.	Engineer Daily On-Site Labor				\$1,200	\$95.00
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				\$150	\$95.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	\$ 95.00				\$95.00
	1	Hr.	ICOM	\$ 95.00			\$85	\$95.00
	1	Hr.	InfoSat	\$ 95.00				\$95.00
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				\$85	\$95.00
	1	Hr.	JVCKENWOOD USA	\$ 95.00		\$135.00		\$95.00
	1	Hr.	Midland	\$ 95.00			\$85	\$95.00
	1	Hr.	Mobile Radio Installation				\$85	\$95.00
	1	Hr.	Motorola	\$ 95.00			\$85	\$95.00
	1	Hr.	On-Site Labor Rate (Customer Location)				\$85	\$95.00
	1	Hr.	Post Warranty Maintenance					\$95.00
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	\$ 95.00			\$65	\$56.00
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	\$ 95.00			\$25	\$56.00
	1	Hr.	Proxim	\$ 95.00				\$95.00
	1	Hr.	Radio Programming	\$ 95.00			\$65	\$80.00
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	\$ 65.00			\$15	47.50 - 95.00
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	\$ 95.00			\$100	\$95.00
	1	Hr.	Software Installation				\$85	\$95.00
	1	Hr.	Standard Shop Installation				\$195	\$95.00
	1	Hr.	Standard Shop Labor Rate	\$ 95.00			\$85	\$95.00
	1	Hr.	Support Services	\$ 95.00			\$85	\$95.00
	1	Hr.	System Technologist					\$125.00
	1	Hr.	Tait	\$150.00				\$95.00
	1	Hr.	Technician Daily On-Site Labor				\$1,200	\$95.00
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				\$85	\$95.00
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				\$135	\$142.50
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				\$110	\$95.00
	1	Hr.	Training				\$85	\$95.00
	1	Hr.	All other makes, models, and manufacturers	\$ 95.00			\$85	\$95.00
3			Percentage Discount for Accessories from Manufacturers (Vendors may opt to include individual discounts for each manufacturer or product offered)					
	1	% Discount	AdvanceTec	5%				10%
	1	% Discount	Alcatel	5%				10%

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Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	1%				10%
	1	% Discount	Andrew	5%			-10%	10%
	1	% Discount	Asentria	1%				10%
	1	% Discount	Aviat	3%				10%
	1	% Discount	Bendix King/ BK/ Reim	5%				10%
	1	% Discount	Brother	1%				10%
	1	% Discount	Cambium	1%			-10%	10%
	1	% Discount	Ceragon	1%				10%
	1	% Discount	Code 3	3%				10%
	1	% Discount	Comscope	5%			-10%	10%
	1	% Discount	CSS Mindshare	3%				10%
	1	% Discount	David Clark	5%				10%
	1	% Discount	Dragon Wave	5%				10%
	1	% Discount	EF Johnson	5%				10%
	1	% Discount	ELETK Rectifier	3%				10%
	1	% Discount	Eventide	3%				10%
	1	% Discount	Federal Signal	3%				10%
	1	% Discount	General Electric (GE)	3%				10%
	1	% Discount	Getac	5%				10%
	1	% Discount	GoRhino	3%				10%
	1	% Discount	Harris	3%				10%
	1	% Discount	Havis	3%				10%
	1	% Discount	HP	1%				10%
	1	% Discount	Hutton	3%				10%
	1	% Discount	ICOM	11%			-30%	10%
	1	% Discount	InfoSat	5%				10%
	1	% Discount	Integrated Tower Systems	1%				10%
	1	% Discount	JVCKENWOOD USA	11%		30%		10%
	1	% Discount	Kenwood	11%		30%		10%
	1	% Discount	Kenwood LMR	11%		30%		10%
	1	% Discount	L3	1%				10%
	1	% Discount	InfoSat	5%				10%
	1	% Discount	M/A Com	3%				10%
	1	% Discount	Midland	1%				10%
	1	% Discount	Motorola	26%			-15%	15%
	1	% Discount	Net Motion	1%				10%
	1	% Discount	Otto	5%				10%
	1	% Discount	Power Products	5%				10%
	1	% Discount	Proxim	1%				10%
	1	% Discount	Pyramid	1%				10%
	1	% Discount	Pyramid Com	1%				10%

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Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	1%				10%
	1	% Discount	Raven	1%				10%
	1	% Discount	Relm/BK	5%				10%
	1	% Discount	RSI	1%				10%
	1	% Discount	Ruckus	1%				10%
	1	% Discount	Sabre	1%				10%
	1	% Discount	Santa Cruz	1%				10%
	1	% Discount	Sense lynx	1%				10%
	1	% Discount	SetCom	1%				10%
	1	% Discount	SWAT911	1%				10%
	1	% Discount	Tait	3%				10%
	1	% Discount	Talley	3%				10%
	1	% Discount	Telex	3%				10%
	1	% Discount	Tessco	3%				10%
	1	% Discount	ThermoBond	1%				10%
	1	% Discount	UHFDMMR / VHFDDMR	1%				10%
	1	% Discount	Unication	1%				10%
	1	% Discount	Whelen	1%				10%
	1	% Discount	Zetron	1%				10%
	1	% Discount	All other makes, models, and manufacturers	3%	see price list		-10%	10%

Vendor	Item	Comments
(AA)	1	Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.
(AA)	2	Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.
(AA)	3	Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038
(AC)	1-3	View Vendor 3 tab for discounts and prices
(AE)	2	Hourly rate, plus travel
(AD)	2	At our NJ location
(AH)	1	All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog
(AH)	2	Per Hour
(AH)	3	All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog
(AI)	2	Per Hour
(AJ)	2	Pricing for repair estimates at sites will be charged on an hourly rate

*** 3 Items Total ***

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Vendor (AC) Attachment:

PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
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WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

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LAIRD/LARSEN ANTENNAS	Communications, Radio Equipment, Parts, Accessories and Related Services	FULL CATALOG	PROTABLE AND MOBILE RADIO ANTENNAS	15%
LOGICS BATTERIES	Communications, Radio Equipment, Parts, Accessories and Related Services	FULL CATALOG	FACTORY MUTUAL APPROVED RADIO BATTERIES	20%
MOTOROLA SOLUTIONS INC	Communications, Radio Equipment, Parts, Accessories and Related Services	FULL CATALOG	TWO-WAY RADIOS PARTS AND ACCESSORIES	10%
OTTO ENGINEERING	Communications, Radio Equipment, Parts, Accessories and Related Services	FULL CATALOG	AUDIO ACCESSORIES	10%
PROCLIP CHARGERS	Communications, Radio Equipment, Parts, Accessories and Related Services	FULL CATALOG	NO HOLES PROTABLE RADIO CHARGERS	10%
PRYME AUDIO ACCESSORIES	Communications, Radio Equipment, Parts, Accessories and Related Services	FULL CATALOG	SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC	20%

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	\$25
LEVEL 1 RADIO REPAIR	\$110
LEVEL 2 RADIO REPAIR	\$120
LEVEL 3 RADIO REPAIR	\$130
LEVEL 4 RADIO REPAIR	\$150
LEVEL 5 RADIO REPAIR	\$215

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing								
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).								
	Unit Pricing/Details				Service		Warranty	

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TWO WAY BATTERY PRODUCT	Product Num	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
<u>HARRIS</u>						For Catalog click Blue link			
<i>Lith Poly P7100/P7200/P5100/P5200</i>	IPT-HA- 2104-LiP	\$129.00	30%	\$90.30	NO			30 Month	NO
<i>Lith Poly P7300/P5300/XG25/XG75</i>	IPT- HAP7300 P	\$129.00	35%	\$90.30	NO			30 Month	NO
<i>Lithium Ion XL200P</i>	IPT-HA- XL200P	\$169.00	25%	\$126.75	NO			12 Month	NO
<u>MOTOROLA</u>						For Catalog click Blue link			
<i>Li Poly XPR3000/7000/APPX1000/4000</i>	IPT-MT- 4409-LiP	\$119.00	20%	\$95.20	NO			30 Month	NO
<i>Lith Ion XPR3000/7000APX1000/4000</i>	IPT-MT- 4409-IS	\$239.00	30%	\$167.30	NO	Intrinsically Safe		12 Month	NO
<i>Li Poly CP200/CP185/P400</i>	IPT-MT- 4497-LiP	\$99.00	20%	\$79.20	NO			30 Month	NO
<i>Li Poly for XPR6550</i>	IPT-MT- 6550-LiP	\$109.00	30%	\$76.30	NO			30 Month	NO
<i>Li Poly for APX6000/7000/8000</i>	IPT-MT- 7038-LiP	\$159.00	30%	\$111.30	NO			30 Month	NO
<i>Li Poly for XTS3000/5000</i>	IPT-MT- 8610-LiP	\$129.00	30%	\$90.30	NO			30 Month	NO
<i>Li Poly for XTS1500/2500/HT1250/750</i>	IPT-MT- 9858-LiP	\$129.00	30%	\$90.30	NO			30 Month	NO
<i>NiMh for MT2000/HT1000</i>	IPT-MT- 7144M27	\$75.00	25%	\$56.25	NO			12 Month	NO
<i>NiMh for XTS3000/5000</i>	IPT-MT- 8299M40	\$85.00	25%	\$63.75	NO			12 Month	NO
<i>NiMh for HT1250/750</i>	IPT-MT- 9009M27	\$75.00	25%	\$56.25	NO			12 Month	NO
<i>NiMh for XTS1500/2500</i>	IPT-MT- 9858M27	\$75.00	25%	\$56.25	NO			12 Month	NO
<i>NiMh for XPR6550</i>	IPT-MT- 4065M16	\$75.00	25%	\$56.25	NO			12 Month	NO
<i>Lithium Ion for XPR6550</i>	IPT-MT- 4066Li18	\$75.00	25%	\$56.25	NO			12 Month	NO
<i>Lithium Ion for HT1250/Ht750</i>	IPT-MT- 9013li18	\$75.00	25%	\$56.25	NO			12 Month	NO
<u>KENWOOD</u>						For Catalog click Blue link			
<i>NiMh for TK238/260/261/270/272/278</i>	IPT-KNE 15M22	\$48.75	10%	\$43.87	NO			12 Month	NO

Certificate Of Completion

Envelope Id: 98AB21028FCC40AA8F7329783DD57B53

Status: Completed

Subject: GSD/SPD Procurement#: 20-00000-22-00038

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Raelynn Lujan

AutoNav: Enabled

13 Bataan Blvd

EnvelopeId Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Raelynn.Lujan@state.nm.us

IP Address: 164.64.63.2

Record Tracking

Status: Original

Holder: Raelynn Lujan

Location: DocuSign

4/25/2022 10:16:42 AM

Raelynn.Lujan@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Travis Dutton- Leyda

Travis.Dutton-Leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

Travis.Dutton-Leyda@state.nm.us

Using IP Address: 73.127.219.222

Sent: 4/25/2022 10:18:04 AM

Viewed: 4/25/2022 10:33:21 AM

Signed: 4/25/2022 10:33:29 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Raelynn Lujan

raelynn.lujan@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to raelynn.lujan@state.nm.us

Using IP Address: 76.18.69.157

Sent: 4/25/2022 10:33:32 AM

Viewed: 4/25/2022 11:34:36 AM

Signed: 4/25/2022 11:34:39 AM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 4:27:38 PM

ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31

Valerie Paulk

valerie.paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to valerie.paulk@state.nm.us

Using IP Address: 97.123.188.71

Signed using mobile

Sent: 4/25/2022 11:34:44 AM

Viewed: 4/25/2022 11:41:02 AM

Signed: 4/25/2022 11:41:31 AM

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
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
Certified Delivered	Security Checked	4/25/2022 11:41:02 AM
Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

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 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 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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110 Attn: SanJose.CertRequest@marsh.com / FAX 212-948-4335 CN101691750--GAWUE-22-23	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : N/A INSURER B : The Continental Insurance Company INSURER C : N/A INSURER D : Transportation Insurance Company INSURER E : American Casualty Company of Reading, PA INSURER F :	FAX (A/C, No): NAIC # N/A 35289 N/A 20494 20427
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COVERAGES

CERTIFICATE NUMBER:

SEA-003891325-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6057082714	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6057082678	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	6057082695 (CA) 6057082681 (AOS)	03/31/2022 03/31/2022	03/31/2023 03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: AVIAT U.S., INC.
DBA: AVIAT U.S., INC.

Business Location: 200 PARKER DR
AUSTIN, TX 78728

Owner: AVIAT U.S., INC.

License Number: 234137

Issued Date: January 31, 2023

Expiration Date: January 31, 2024

CRS Number: 03097820003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

AVIAT U.S., INC.
200 PARKER DR
AUSTIN, TX 78728

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

23-0071 Aviat US Inc. ITT

Final Audit Report

2023-03-09

Created:	2023-03-06
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ7SP2tWCJXmw1nhR6j7eFMSP_WaR8VQb

"23-0071 Aviat US Inc. ITT" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-03-06 - 6:49:24 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-03-06 - 6:52:23 PM GMT

 Email viewed by ekoster@santafenm.gov

2023-03-07 - 4:22:50 AM GMT- IP address: 104.47.65.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2023-03-07 - 4:27:41 AM GMT- IP address: 73.42.116.51

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2023-03-07 - 4:27:43 AM GMT - Time Source: server- IP address: 73.42.116.51

 Document emailed to jwblair@santafenm.gov for signature


2023-03-07 - 4:27:48 AM GMT

 Email viewed by jwblair@santafenm.gov


2023-03-09 - 0:48:49 AM GMT- IP address: 216.207.130.218

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2023-03-09 - 0:49:51 AM GMT- IP address: 216.207.130.218

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-03-09 - 0:49:53 AM GMT - Time Source: server- IP address: 216.207.130.218

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-03-09 - 0:49:58 AM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-03-09 - 5:58:24 AM GMT- IP address: 104.47.64.254





Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-03-09 - 5:58:45 AM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-03-09 - 5:58:45 AM GMT



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