



City of Santa Fe, New Mexico

Memorandum



DATE: 03/15/2024

TO: Governing Body
Finance Committee
Quality of Life

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Eric Candelaria, ITT Director Eric Candelaria

FROM: David C. Tapia, Procurement Coordinator

ITEM AND ISSUE:

ITT Request for the Approval of Professional Services Contract in the Total Amount of \$159,692.68 for Labor and Installation of Radio Equipment; Advanced Communications and Electronics Inc.:(Eric Candelaria, edcandelaria@santafenm.gov (505)-470-5963; Larry Worstell, lfworstell@santafenm.gov (505)-955-5580)

BACKGROUND AND SUMMARY:

Advanced Communications will provide the hardware, labor, installation, and programming of radios and required equipment for the City of Santa Fe Transit Department.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) # 05-00000-20-00086 which expires on August 13, 2024.

CONTRACT NUMBER:

The FY20 Munis contract number is 3204603.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Services of Other Departments / 620

Munis Org Name/Number: ITT Infrastructure / 6203650

Munis Object Name/Number: Data Processing Equipment I.E. / 572800

ACTION REQUESTED:

ITT respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Advanced Communications and Electronics Inc.

Procurement/contract Title: Radio Installation for Transit Department

Procurement Method: Sole Source State Price Agreement/Existing Cooperative

Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: ITT

Staff Name: David C. Tapia

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP (include ECR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration (always)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

David C. Tapia
Department Point of Contact

Eric Candelaria
Department Director

JoAnn Levato Montano
Chief Procurement Officer

Eric Candelaria
ITT Representative

03/15/2024
Procurement Coordinator Date

Date
Mar 25, 2024

Director, Information Technology

Title Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204603 Procurement # (RFP/ITB# If any): 05-00000-20-00086

Contractor: Advanced Communications and Electronics Inc

Procurement Method Small Purchase RFP ITE Sole Source GSA Cooperative Exempt SPA **XX**

Description/Title: Radio Installation for Transit Department

Contract: Agreement Lease/Rent Amendment:

Term Start Date: 04/10/2024 Term End Date: 04/10/2025 Total Contract Amount: \$159,692.68

Approved by Council (If over the City Manager's approval threshold, you must go through GB) Governing Body 04/10/2024

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: Original Contract in the amount of \$159,692.68

Extend Expiration Date to: 04/10/2025

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: Governing Body 04/10/24

Amendment is for:

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

Original Contract: Radio Installation for the Transit Department

3. Procurement History: Statewide Price Agreement 05-00000-20-00086 Exp: August 13 2024

Jane Lindo Morales

Purchasing Officer Review: _____

Mar 25, 2024

Date: _____

Comment & Exceptions: _____

4. Funding Source: ITT Infrastructure Data Processing IE

Org / Object: 6203650.572800

Andy Hopkins

Budget Officer Approval: _____

Mar 22, 2024

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____

Date _____

Staff Contact who Completed This Form: David C. Tapia

Phone #: 505-955-5523

To be recorded by City Clerk: _____

Email: dctapia@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Eric Candelaria

Title Director, Information Technology Date Mar 17, 2024

**CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ADVANCED COMMUNICATIONS AND ELECTRONICS, INC., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Advanced Communications and Electrics, Inc. will provide hardware, labor, and installation of services for EFJ Viking Mobile and Portable Radios for the City of Santa Fe Transit Division.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to the purchase, labor, and installation of radios for the Transit Department for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor, in full payment for services satisfactorily performed, one hundred fifty-nine thousand, six hundred ninety-two dollars and sixty-eight cents (\$159,692.68), such compensation not to exceed (\$159,692.68), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling two thousand, four hundred ninety-six and fifty-three cents (\$2,496.53) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed**

one hundred fifty-nine thousand, six hundred ninety-two dollars and sixty-eight cents (\$159,692.68). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the fiscal year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. A "fiscal year" is a 12-month period starting July 1 and ending June 30.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one (21) days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second (22nd) day after payment was due, computed at one and one-half (1.5) percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven (7) days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. Notice of Extended Payment Provision For Grant Funded Contracts. This contract allows the owner to make payment within forty-five (45) days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 12 months from date of final signature unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. **Grounds.** The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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 6, "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.**

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its 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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract 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 contract.

New Mexico Statewide Pricing Agreement/Existing Agreements NMSA 1978, Section 13-1-129

This Contract is issued against the state or agency Master Agreement, established, and maintained by the State of New Mexico, 05-00000-20-00086 Communication Antenna Systems, Installation and Repairs, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 (two million dollars) per occurrence and \$2,000,000 (two million dollars) 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 (one million dollars) per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

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

To the City:

City of Santa Fe
1600 St. Michael's Dr.
Mouton Hall Building #24
Santa Fe, NM 87505

To the Contractor:

Advanced Communications and Electronics, Inc.
2417 Baylor Drive SE
Albuquerque, NM 87106
lhenz@advtwoway.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.


32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement. IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


Alan Webber (Apr 11, 2024 21:14 MDT)

ALAN WEBBER, CITY MAYOR

CONTRACTOR:
Advanced Communications and Electronics, Inc.



DATE: March 7, 2024


TITLE: Lori Henz, President

DATE: March 7, 2024

NMBTIN #: 02-260682-00-3

Registration #: Contractors License # 55797

ATTEST:


GERALYN CARDENAS (Apr 12, 2024 09:05 MDT)

CITY CLERK XIV
GB MTG 04/10/2024

CITY ATTORNEY'S OFFICE:

 Mar 13, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



BUDGETARY Quotation

To: Larry Worstell
 City of Santa Fe
 2651 Sirling
 Santa Fe, NM 87504
lworstell@santafenm.gov
 505-855-5580

From: Advanced Communications & Electronics, Inc.
 2417 Baylor Drive SE
 Albuquerque, NM 87106
 505-244-3321
 505-244-3675 fax
 Martin Trujillo
mtrujillo@acemwv.com

Date: January 29, 2024

We are pleased to submit our proposal on the following:

EFJ Viking Mobile and Portable Radios

Item	Quantity	Part #	Description	List Price/Each	Discount	Discounted Price/Each	Extended
1	3	VPS430F2	VP5430, 7/800 MHz, M2	\$1,895.00	31%	\$1,169.55	\$3,508.65
	3	KWD-AE30K		\$957.30	31%	\$660.54	\$1,981.62
	3	8320000000	SCM Required				
	3		7/800 MHz				
	3		VP5430				
	3		Standard Keypad (M2)				
	3		Black				
	3		Immersion				
	3		Micro SD memory card (installed)				
	3	835VP5000PK001	VP5000 PACKING KIT				
	3	KRA-32K	7/800 MHz 1/2 Wave (Whip)	\$39.30	31%	\$27.12	\$81.36
	3	KNBL2M	Li-Ion 2600mAh (L2 Standard)	\$156.50	31%	\$107.98	\$323.94
	3	KMC-70M	KMC-70M Speaker Mic (Black)	\$146.60	31%	\$101.15	\$303.45
	3		Analog FM				
	3		P25 CAI AMBE+2				
	3		Analog Conventional				
	3	8322000002	P25 Conventional	\$600.00	31%	\$414.00	\$1,242.00
	3	8322000005	P25 Phase 1 Trunking	\$135.00	31%	\$93.15	\$279.45
	3	8322000006	P25 Phase 2 TDMA	\$600.00	31%	\$414.00	\$1,242.00
	3	8326000006	1024 Ch				
	3	8323000003	Multi Key DES-OFB				
	3	8323000005	ARC4 (ADP Compatible)				
	3		Conventional Volting Scan				
	3		TrueVoice Noise Cancellation				
	3	8326000001	P25 Authentication	\$110.00	31%	\$75.90	\$227.70
	3		3 Year Warranty				
	3	KSC-52BK	CHARGER, SINGLE BAY RAPID RATE, B-POCKET, VP-T	\$92.30	31%	\$63.69	\$191.07
2	47	VMS930BF	VMS000, 7/800 MHz	\$2,340.00	31%	\$1,614.60	\$75,886.20
	47		7/800 MHz				
	47	KCH-19VM	Mobile				
	47		KCH-19 Dash	\$202.60	31%	\$139.79	\$6,570.13
	47		N/A				
	47		N/A				
	47	KMC-65M	KMC-65M Standard Mic	\$58.90	31%	\$40.64	\$1,910.08
	47	KCT-23M	DC Cable - 10 ft	\$44.20	31%	\$30.50	\$1,433.50
	47	KMB-33M	Standard Deck Mounting Bracket	\$15.80	31%	\$10.90	\$512.30
	47	KCT-46	Ignition Sense Cable	\$15.50	31%	\$10.69	\$502.43
	47		Connect external speaker to radio				
	47	KES-5A	KES-5 high power speaker	\$67.70	31%	\$46.71	\$2,195.37
	47	KAP-2	KAP-2 HA/PA Relay	\$71.00	31%	\$48.99	\$2,302.53
	47		Analog FM				
	47		P25 CAI AMBE+2				
	47		Analog Conventional				
	47	8322000002	P25 Conventional				
	47	8322000005	P25 Phase 1 Trunking				
	47	8322000006	P25 Phase 2 TDMA	\$475.00	31%	\$327.75	\$15,404.25
	47	8326000006	1024 Ch				
	47	8323000003	Multi Key DES-OFB				
	47	8323000005	ARC4 (ADP Compatible)				
	47		Conventional Volting Scan				
	47		TrueVoice Noise Cancellation				
	47	8326000001	P25 Authentication	\$110.00		\$110.00	\$5,170.00
	47		3 Year Warranty				
	47		*** End of Radio Configuration ***				
3	47	ANXETRA7603	760-870 MHz, 3dB Phantom Elite Surface Mount Antenna	\$64.78		\$64.78	\$3,044.66
4	47	NMOKNOC0NN	3/4" Hole NMD Style Mount w/17' RG58A	\$26.45		\$26.45	\$1,243.15
5	47	RFN1005-3C	Connector, N-Male Crmp for LMR195, RG58	\$11.02		\$11.02	\$517.94
Subtotal Equipment Cost							\$126,073.78
Labor, Installation & Optimization (rate 12.1 that will term 25 over \$100.00)							\$30,492.00
Frequency Coordination/FCC License							
Freight							\$630.37
Gross Receipts Tax							\$2,496.53
Total							\$159,692.68

Notice - the terms and conditions of this proposal are shown below

Notes

- 1 This quote is good for 90 days.
- 2 Standard Terms - Net 15. Subject to credit approval. Leasing and financing options are available upon request.
- 3 Delivery - 4 weeks ARD (after receipt of order) is typical.

- 4 As used herein, "Proposal" means this document, also referred to as "Sales Agreement" once signed by "Seller" and "Customer", or by acceptance of a Customer provided purchase order, "Seller" means Advanced Communications and Electronics, Inc., "Customer" means the customer named on the front of this "Proposal", "Product" means the equipment and/or parts Customer is purchasing from Seller, as more particularly described on the front of this "Proposal", and "Manufacturer" means the manufacturer(s) of the Product.
- 5 Seller hereby disclaims any express or implied warranties regarding the Product, including, but not limited to, warranties of merchantability and/or fitness for a particular purpose. Customer acknowledges that the Product is sold "AS IS," and that the Manufacturer's warranty, if it exists, is the only warranty applicable to the Product.
- 6 Customer agrees that its sole remedy for any nonconforming Product is the return of the Product and a refund of the purchase price. In no event shall Seller be liable to Customer for any consequential or incidental damages resulting from any nonconforming Product. Returned products must be returned in unused condition and in the original packaging.
- 7 Customer may return conforming Product to Seller, at Seller's sole discretion, within thirty (30) days of purchase for a refund of the purchase price. Seller has discretion to withhold up to a twenty percent (20%) restocking fee from any such refund.
- 8 Customer shall pay to Seller all costs and expenses, including court costs and reasonable attorney's fees, incurred by Seller in exercising any of its rights or remedies under this "Sales Agreement" or enforcing any of the provisions hereof.
- 9 This "Sales Agreement" shall be governed by and interpreted in accordance with New Mexico law. Any lawsuit related to this "Sales Agreement" shall be brought in a court of competent jurisdiction in Bernalillo County, New Mexico.
- 10 If any provision of this "Sales Agreement" is determined to be invalid or unenforceable, the remainder of this "Sales Agreement" shall not be affected thereby.
- 11 Customer acknowledges that it has read and understands the terms and conditions of the "Sales Agreement" and agrees to be bound by them. This "Sales Agreement" sets forth the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, made between the parties regarding the subject matter hereof.
- 12 Refer to Installation Agreement form for additional installation details and terms and conditions relating to the equipment installation. This additional form is required on all installations over \$500.00.

Accepted By: _____
Customer Signature Date

Seller Signature Date

Signature: 
Edc Candelaria (Mar 17, 2024 20:22 (MDT))

Email: edcandelaria@santafenm.gov



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AA) 0000051480 Advanced Communications and
Electrics, Inc.
(AB) 0000116813 Code 3 Services, LLC
(AE) 0000091384 Las Cruces Radio Center
(AF) 0000086640 R.T.C., Inc.
(AG) 0000046297 Specialty Corporation dba
Specialty Communications

Number: 05-00000-20-00086
Amendment No.: Three
Term: October 16, 2020 – August 13, 2024

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

Procurement Specialist: Raelynn Lujan
Telephone No.: 505-670-1561
Email: raelynn.lujan@gsd.nm.gov

Invoice:
As Requested

Title: **Communication Antenna Systems, Installation and Repairs**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 14, 2023 to August 13, 2024 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/1/2023

Dorothy Mendonca, New Mexico State Purchasing Agent

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



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
AA) 0000051480 Advanced Communications and
Electrics, Inc.
(AB) 0000116813 Code 3 Services, LLC
(AE) 0000091384 Las Cruces Radio Center
(AF) 0000086640 R.T.C., Inc.
(AG) 0000046297 Specialty Corporation dba
Specialty Communications

Number: 05-00000-20-00086

Amendment No.: Two

Term: October 16, 2020 – August 13, 2023

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

Title: **Communication Antenna Systems, Installation and Repairs**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 13, 2022 to August 13, 2023 at the same price, terms and conditions, except (AD) 0000147342 E/M Wave, Inc. has chosen not to extend.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: *8/1/2022*

Mark Hayden, New Mexico State Purchasing Agent

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

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JDZ

**State of New Mexico
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Purchasing Division
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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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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.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

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Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act NMSA 1978 § 41-4-1 (2000) and NMSA 1978 § 56-7-1 (2005).

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 or 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
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Awarded Vendors:

(AA)

0000051480

Advanced Communications and Electrics, Inc.

2417 Baylor Drive SE

Albuquerque, NM 87106

Delivery: 10 days ARO typical

Contract Administrator Telephone and Email Address:

Lori Henz, lhenz@advtwoway.com, 505-244-3321 ext. 122

(AB)

0000116813

Code 3 Services, LLC

2323 Aztec Road NE, Suite A

Albuquerque, NM 87107

Delivery: As requested. Freight Added to invoice.

sales@code3service.com

505-407-2310

Contract Administrator Telephone and Email Address:

David Jones, david@code3service.com

(AC)

0000074936

EasTex Tower, LLC

7345 Templeton Gap Road

Colorado Springs, CO 80923

Delivery: EasTex Tower 5651 San Francisco NE Albuquerque, NM 87109

bids@ettower.com

903-315-0357

Contract Administrator Telephone and Email Address:

Paul Byrne, paul.byrne@ettower.com, 719-632-6848, 719-632-8822

(AD)

0000147342

Electro-Magwave, Inc.

dba E/M Wave, Inc.

6111 Carey Drive

Delivery: UPS Surface Prepay & add or As requested

Unit 1 Valley View, OH 44125

216-453-1160 Ext. 8329

Contract Administrator Telephone and Email Address:

Mike Wienke, mike.wienke@emwaveinc.com

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(AE)

0000091384

Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011
sales@lcradio.com
575-523-5077

Delivery: FOB destination

Contract Administrator Telephone and Email Address:
Tracy Hooker, sales@lcradio.com, 575-523-1077

(AF)

0000086640

R.T.C., Inc.
300 E. Sunset Road
El Paso, TX 79922
mercy@rtcinc.org; omar@rtcinc.org
915-584-6646

Delivery: 1-8 weeks

Contract Administrator Telephone and Email Address:
Mercy Borunda, mercy@rtcinc.org po@rtcinc.org;
omar@rtcinc.org, 915-526-3604

(AG)

0000046297

Specialty Corporation
dba Specialty Communications
PO Box 23277
Albuquerque, NM 87192
505-294-6100
specialtycom@aol.com

Delivery: 201 Conchas SE, Albuquerque,
NM 87123

Contract Administrator Telephone and Email Address:
Paul L. Choc

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Specifications:

Establish a Statewide Price Agreement requested by the Department of Information Technology Infrastructure Voice and Radio Division of the State of New Mexico in conjunction with the New Mexico General Services Department, State Purchasing Division for communication antenna systems and installation throughout the state of New Mexico.

General

This will be an indefinite quantity Statewide Price Agreement with no guarantee of minimum quantities to be purchased.

The State of New Mexico reserves the right to cancel this Invitation to Bid and/or subsequent Agreement at any time and to reject any or all bids submitted if such action is in the best interest of the State.

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

This Statewide Price Agreement will enable the state agencies, counties and cities to purchase equipment from this price agreement.

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 ensure availability and timely delivery.

Term

The term of this Statewide Price Agreement shall expire August 13, 2021 with the option to extend for a period of five (5) 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 Statewide Price Agreement shall not exceed six (6) years.

Warranty

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, materials, and labor services at no additional cost to the State. The warranty period shall, at minimum, be in effect for one (1) calendar year starts on the date of written acceptance by the procuring entity, at no added cost.

Shipping Costs

All items bid on the Price Agreement must include prepaid shipping costs. Shipping costs may be listed as a separate line item.

Equipment purchased by the Department of Information Technology (DoIT) will be shipped to the addresses below:

Attention Michael Rohrbacher, Acting Director of Public Safety Communications
DoIT Infrastructure Voice & Radio (IVR)
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505
Office: (505) 476-3158
Email: EnterpriseSupportDesk@state.nm.us

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Specifications for Communication Antenna Systems & Installation

Scope of Work

The State of New Mexico Department of Information Technology in cooperation with the General Services Department/State Purchasing Division, ("SPD"), is seeking fully certified resellers or manufacturers to provide Communication Antenna Systems and Related Services to all State of New Mexico entities allowed by law. The related services may include installation, warranty, and training services throughout the state of New Mexico. The results of this ITB will establish multiple Statewide Price Agreements.

The State of New Mexico requires a minimum percentage discount off Manufacturers Suggested List Retail Price (Item 001). The Communication Antenna and Related Services must be listed on a services catalog as a link. At this time, it is impossible to list all the specific individual components that may be required for repair and maintenance.

Prices bid must be firm for ninety (90) days for the purpose of evaluation.

Definition of Terminology

1. "Complete Working Order" means the uninterrupted, defect-free operation of the communication antenna system, to include any failures and related labor services that meets all applicable specifications.
2. "Hourly Rate" means the proposed fully loaded maximum hourly rates must include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. This hourly rate does not include travel/mileage and per diem rates.
3. "MSRP or Manufacturer's Suggested Retail Price" means the advertised price which the manufacturer recommends that the retailer sell the product. Also known as the list price.
4. "Mileage Rate" means only the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle as referenced in IRS standard mileage rates using link <https://www.irs.gov/tax-professionals/standard-mileage-rates/> at the travel rate for that period/year travel was performed. This is pursuant to the Contractor providing the procuring entity approved work order containing the following information:
 - a. Actual mileage reading that is certified as true and correct by the traveler based on the destination mileage chart of the official state map published by the Rand McNally Mileage Calculator. Reference Rand McNally mileage calculator using link <http://maps.randmcnally.com/mileage-calculator.do>
 - b. If the actual mileage reading is not available on the Rand McNally mileage calculator, the procuring entity may authorize the memorandum reimbursement for mileage from the dispatch to the customer site.
5. "Onsite Repair Technician" means a technician that is responsible for repair for Communication Antenna Systems and related equipment, capable of performing major/minor troubleshooting, provisioning, and optimization of antenna systems, and recommend actions necessary for repair.
6. "Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=
7. "Warranty" means the Contractor guarantees the Communication Antenna system(s) and related equipment/hardware and labor services to include installation shall be in Complete Working Order for a minimum of 1 year or 12 months starting from the date of final acceptance by the procuring entity (Warranty Period). The Contractor shall repair all failures during the Warranty Period.

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The scope of the Communication Antenna Systems include but are not limited to the following:

- 1. Communication antenna systems**
- 2. Standard low Voltage Standing Wave Ratio (VSWR) and High-Performance antennas for Point-to-Point microwave systems**
- 3. Very High Frequency (VHF), Ultra High Frequency (UHF), Microwave and low band antennas**
- 4. Elliptical waveguide and accessories**
- 5. Coax and accessories**
- 6. Antenna combining systems**
- 7. System Lightning and surge suppression**
- 8. Transmission Line test equipment**
- 9. Design consultation and engineering services**
- 10. Connectors – VHF, UHF, Microwave**
- 11. Installation Hardware and Tools**
- 12. Wave-Guide Pressurization systems, Dehydrators, and accessories**
- 13. Mounting Hardware and Tools**
- 14. Antenna Support Structures, Towers and Accessories**
- 15. Antenna System Intermodulation study services**
- 16. Antenna system radio frequency coverage & feasibility consultation services & software for VHF, UHF & Microwave**
- 17. Antenna system filters, cavities, circulators and terminations**
- 18. Antenna system grounding hardware, testers, and services**
- 19. Antenna system design testing and installation training**
- 20. Any equipment or services necessary to install complete antenna systems in any licensed or unlicensed frequency band**

Mandatory Specifications

Minimum Specifications:

- 1. The Contractor shall be solely responsible for the proper completion of an order, installation or repair work.**
- 2. The Contractor shall complete all work by a fully qualified engineer and/or technician.**

**State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 05-00000-20-00086**

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3. The Contractor shall complete all contracted services for work and/or repair in compliance with the manufacture's specifications.
4. The 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.
5. The Contractor shall be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.
6. The Contractor shall be capable of purchasing bonding, including but not limited to material and labor bonds, performance bonds, bid bonds if the procuring entity requires it.
7. The Contractor shall be capable 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 if the procuring entity requires it.
8. The Contractor shall supply all materials and labor to complete a repair and/or installation. The procuring entity may at their discretion, supply some materials for any given project.
9. The Contractor shall provide only new factory parts for any equipment, parts, and accessories sold or used for repair; no other substitutes will be accepted.
10. Warranty Coverage on Communication Antenna Systems, related equipment/hardware, and labor services including installation purchased as a result of the bid award. The Contractor must provide a one (1) year warranty coverage on communication antenna systems, related equipment/hardware, and labor services to include installation purchased, warranty starts on the date of written acceptance by the procuring entity.

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

Method of Award

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



ADVACOM-06

GHONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2024

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 License # 0757776 HUB International Insurance Services (SOW) 6695 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT PHONE: (505) 628-4000 FAX: (505) 487-3872 EMAIL: [blank] ADDRESS: [blank]
INSURED Advanced Communications and Electronics, Inc 2417 Baylor Drive SE Albuquerque, NM 87106	INSURER(S) AFFORDING COVERAGE
	INSURER A: Selective of the Southeast NAIC # 39929
	INSURER B: New Mexico Assurance Company 13673
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLYING PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:		\$ 2504562	1/1/2024	1/1/2025	FACTORY/OFFICE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 600,000 PERSONAL & ADV INJURY \$ 15,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGES \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> MIXED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		\$ 2504562	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per incident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0		\$ 2504562	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR PARTNER/EXECUTIVE (When owned by the insured) If you describe under DESCRIPTION OF OPERATIONS below	Y/N	80634	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER ACCIDENT <input type="checkbox"/> OTHER P.L. FATAL ACCIDENT \$ 1,000,000 P.L. DISEASE, OR OTHER COVER \$ 1,000,000 P.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 City of Santa Fe 1600 St. Michaels Dr, Bld 24 Santa Fe, NM 87604	CANCELLATION 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
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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: ADVANCED COMMUNICATIONS AND ELECTRONICS, INC.

Business Location: 2417 BAYLOR DR SE
ALBUQUERQUE, NM 87106

CRS Number: 02260682003

Owner: ADVANCED COMMUNICATIONS AND ELECTRONICS, INC.

License Number: 235431

License Type: Business License - Renewable

Issued Date: June 29, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: June 29, 2024

Fees Paid: \$10.00

ADVANCED COMMUNICATIONS AND ELECTRONICS
2417 BAYLOR DR SE
ALBUQUERQUE, NM 87106

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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE









24-0294 Advanced Communications and Electronics

Final Audit Report

2024-04-12

Created:	2024-04-11
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAELUpaWsmvMkIGiTbucu1zA5_zWdBlp7j

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