



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
MAY 11, 2021 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Public Works and Utilities Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/93065911249?pwd=dDZjeDRSd3k2Tit5M0VsVjcwMysxdz09>

Passcode: 856766

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 669 900 6833 - Webinar ID: 930 6591 1249 - Passcode: 856766**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/93065911249?pwd=dDZjeDRSd3k2Tit5M0VsVjcwMysxdz09>

Passcode: 856766



AGENDA

**SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
MAY 11, 2021 5:00 PM
ATTEND VIRTUALLY**

Attendees should use the “Raise Hand” function to be recognized by the Chairman to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 669 900 6833 – Webinar ID: 930 6591 1249 - Passcode: 856766**

Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Chairman to speak at the appropriate time

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from the 4.26.2021 Public Works and Utilities Meeting.
6. **PUBLIC COMMENT**
 - a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.
7. **PRESENTATION/INFORMATIONAL ITEMS**
 - a. Public Works Quarterly Training Report. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)
8. **ACTION ITEMS: CONSENT**



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
MAY 11, 2021 5:00 PM
ATTEND VIRTUALLY

- a. Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).
- b. Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW

Finance Committee: 05/03/2021

Public Works Committee: 05/11/2021

Governing Body: 05/12/2021

- c. **Request to Publish Notice of Public Hearing on June 9, 2021.**
CONSIDERATION OF BILL NO. 2021-13. An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Councilor Abeyta and Councilor Lindell)(Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

Committee Review:

Introduced: 03/31/21

Planning Commission: 05/6/21

Public Works and Utilities Committee: 05/11/21

Governing Body (Request to Publish): 05/12/21

Governing Body (Public Hearing): 06/9/21

- d. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber)



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
MAY 11, 2021 5:00 PM
ATTEND VIRTUALLY

A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

Committee Review:

Introduction: 04/28/21

Finance Committee: 05/3/21

Public Works and Utilities Committee: 05/11/21

Governing Body: 05/12/21

- e. Consideration of contract for the Santa Fe Business Incubator: A renewal contract for Small Business Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

COMMITTEE REVIEW:

Public Works/Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021

Governing Body: 05/26/2021

- f. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Cassutt-Sanchez, Councilor Rivera)
A Resolution Modifying the Frequency with which the City Manager Provides Written Updates to Every Other Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety when Santa Fe County is in the "Green" or "Turquoise" Level. (Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 04/14/21

Public Works and Utilities Committee: 05/11/21

Governing Body: 05/12/21

- g. Request for Approval of a Change Order # 1 to CIP #967 Aeration Project Bid number 1'20/17/B with RMCI Inc. for an increase of \$294,446.51.



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
MAY 11, 2021 5:00 PM
ATTEND VIRTUALLY

(Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021

Governing Body: 05/26/2021

- h. Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to provide additional Construction Administration and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project detailed in the attached agreement in the amount of \$126,353.00 exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021

Governing Body: 05/26/2021

- i. Request for Approval of Exempt Procurement for contract amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to provide continued service to the Water Division Construction Projects in the amount of \$100,000 exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager, bksnyder@santafenm.gov, 955-4277)

Committee Review:

Public Works and Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021

Governing Body: 05/26/2021

- j. Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of \$273,676.60 for the Term of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW

Finance Committee: 05/03/2021

Public Works Committee: 05/11/2021

Governing Body: 05/12/2021



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
MAY 11, 2021 5:00 PM
ATTEND VIRTUALLY

- k. Request for the Approval of Amendment #2 to Service Contract 20-0027 extending the term of the agreement by one year, from June 30, 2021 to June 20, 2022, and increasing compensation in the amount of \$500,000 to a total amount of \$1,250,000 plus NMGR for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:

Public Works and Utilities Committee: 05/11/2021

Finance Committee: 05/17/2021

Governing Body: 05/26/2021

9. **MATTERS FROM STAFF**
10. **MATTERS FROM THE COMMITTEE**
11. **MATTERS FROM THE CHAIR**
12. **NEXT MEETING: Monday, May 24, 2021**
13. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

Meeting started at 5:01pm.

2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell

Members Excused:

Councilor JoAnne Vigil Coppler

Others Attending:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Jeff Norris, Legislative Liaison Assistant
Jesse Roach, Attendee
Javier Rosado, Attendee
Mark Baca, Attendee
Randy Randall, Attendee
Romella Glorioso-Moss, Attendee
Julie Sanchez, Attendee
Tom Graham, Attendee
Elizabeth Peterson, Attendee
Alexandra Ladd, Attendee
Marcos Martinez, Attendee
Noel Correia, Attendee
Christine Chavez, Attendee

Facilitator Brian Snyder was in attendance.

3. **APPROVAL OF AGENDA**



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: Councilor Rivera

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the agenda as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

Councilor Lindell pulled item 8g for discussion.

5. APPROVAL OF MINUTES

- a. Approval of Minutes from the April 12, 2021 Public Works and Utilities Committee

6. PUBLIC COMMENT

- a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities,



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. PRESENTATION

- a. City of Santa Fe Water 2020 Recap and 2021 Outlook. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

8. ACTION ITEMS: CONSENT

- a. Request for Approval of Amendment No. 1 to an Information Technology Agreement to Extend the Term to August 31, 2022 and to Proportionally Increase the Compensation from Six Hundred Fifty-Four Thousand Dollars (\$654,000) for Three (3) Years to One Million Ninety Thousand Dollars (\$1,090,000) for Five (5) Years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent). (Noel Correia, Parking Division Director, npcorreia@santafenm.gov, 955-6611)

COMMITTEE REVIEW:

Finance Committee: 04/19/2021

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/2021

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- b. Request for approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for completion of



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

the Nichols Dam Outlet Conduit Rehabilitation design work as it relates to dam safety in the amount of \$422,167 (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)

Committee Review:

Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/03/2021

Governing Body: 05/12/2021

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- c. Request for Approval of NMDOT Cooperative Project Agreement S100660 to Construct "Canada Rincon Trail from Calle Mejia to Camino Francisca/ Avenida Rincon" Project in the Amount of \$900,000, Terminating on October 30, 2022. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6632)
1. Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of \$768,960.

COMMITTEE REVIEW:

Finance Committee: 04/19/2021

Public Works & Utilities Committee: 04/26/2021

Governing Body: 04/28/2021

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- d. Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).

Committee Review:

Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/03/2021

Quality of Life Committee: 05/05/2021

Governing Body (Public Hearing): 05/12/201

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the action plan as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- e. Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and corresponding Budget Amendment Resolution (BAR), in the amount of \$1,570,927. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901)

1. Request for Approval of BAR to Budget the Federal Funding of \$1,570,927.

Committee Review:

Public Works/Utilities Committee: 04/26/21



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

Finance Committee: 05/03/21
Governing Body: 05/12/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the grants as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- f. CONSIDERATION OF RESOLUTION No. 2021-____. (Councilor Rivera and Councilor Abeyta)

A Resolution Requesting Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500383 Granting a Time Extension for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Regina Wheeler, Public Works Director, rawwheeler@santafenm.gov, 955-6622 and Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

COMMITTEE REVIEW:

Public Works and Utilities: 04/26/21
Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

Against: None

Abstain: None

- g. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/17/2021

Governing Body: 05/26/2021

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the informational as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 5/3/2021 Finance Committee

- h. Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladimir Jones (Praco) to increase the compensation for FY21 in the amount of \$175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Committee Review:

Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/03/2021

Governing Body: 05/12/2021



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- i. Request for Approval of Kitchen Angels Contract #19-0590 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- j. Request for Approval of Esperanza Shelter Contract #19-0589 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

COMMITTEE REVIEW:

Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/21

MOTION: moved, seconded by , to approve the contract amendment as presented.

VOTE: The motion was on the following Roll Call vote:

For: None

Against: None

Abstain: None

- k. Request for Approval of Youthworks Contract #19-0582 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

- I. Request for Approval of Literacy Volunteers Contract #19-0588 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- m. Request for Approval of The Life Link Contract # 19-0592 Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- n. Request for Approval of Coming Home Connection Contract #19-0591 Amendment No. 1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/7/21

Public Works and Utilities Committee: 04/26/2021

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- o. Request for Partners in Education Contract #20-0568 Amendment 1, to Amend the Scope of Services for Engagement Coaches to Provide Outreach and Navigation Services to Improve Student Engagement. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Finance Committee: 04/19/21

Public Works/ Utilities: 04/26/21



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- p. Request for La Familia Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life: 04/07/2021

Public Works: 04/26/21

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

- q. Request for Santa Fe Dreamers Contract Amendment #1, Term Extension of One Year from 06/30/21 to 06/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 470-3186)

COMMITTEE REVIEW:

Quality of Life Committee: 04/07/2021

Public Works: 04/26/21

Governing Body: 04/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

- r. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Lindell, and Councilor Romero-Wirth)
A Resolution Supporting the City of Santa Fe Joining the Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies.
(Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW:

Introduced: 04/14/21

Quality of Life Committee: 04/21/21

Public Works and Utilities Committee: 04/26/21

Quality of Life Committee: 05/5/21

Governing Body: 05/12/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the resolution as presented.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: None

s. **Request to Publish Notice of Public Hearing on May 12, 2021.**

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:

Governing Body (Introduced): 04/14/21

Quality of Life Committee: 04/21/21

Public Works and Utilities Committee: 04/26/21

Governing Body (Request to Publish): 04/28/21

Finance Committee: 05/3/21

Governing Body (Public Hearing): 05/26/21

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

Against: None



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
APRIL 26, 2021 AT 5:00 PM
VIRTUAL MEETING

Abstain: None

9. **ACTION ITEMS: DISCUSSION**
10. **EXECUTIVE SESSION**
11. **MATTERS FROM STAFF**
12. **MATTERS FROM THE COMMITTEE**
13. **MATTERS FROM THE CHAIR**
14. **NEXT MEETING: May 11 2021**
15. **ADJOURN**

Meeting ended at 5:38pm

Liaison

Chair

City of Santa Fe, New Mexico

MEMO

DATE: April 23, 2021
TO: Public Work/ Public Utilities Committee
FROM: Mark Baca, Airport Manager

ITEM

Informational item of first quarter employee training update within the Airport Division. Trainings are completed bi-weekly and some when trainings are available through Local Gov U and the City of Santa Fe Safety Division training office.

Airport Division Training from January 2021 through March 2021(3rd Quarter)			
Training	Section	# Employees	% Attendance
Airfield plowing operations	Operations/Maintenance	6/6	100%
Hearing protection	Operations/Maintenance	8/8	100%
PPE proper usage	Operations/Maintenance	8/8	100%
Equipment operations safety	Operations/Maintenance	5/5	100%
Construction safety	Operations/Maintenance	4/4	100%
Airfield drivers safety	Operations/Maintenance	6/6	100%
First Aid/CPR/AED	Operations/Maintenance	4/8	50%
Workplace Harassment	Operations/Maintenance	4/8	50%
OSHA 10 training	Operations/Maintenance	5/6	90%
OSHA 30 training	Operations/Maintenance	1/1	100%

Engineering Division
Traffic Operations Training
January 2021 through March 2021

Training	Section	# Employees	% Attendance
Econolite Controller Programing	Signal Shop	3 of 3	100%
Iteris Video Vehicle Detection	Signal Shop	2 of 3	68%
Fall Protection	Signal Shop	1 of 3	33%
Anti-Harassment	Signal Shop	3 of 3	100%
Work Place Bullying	Signal Shop	3 of 3	100%
Diversity Behavior	Signal Shop	3 of 3	100%
Ethical Behavior	Signal Shop	3 of 3	100%
Sexual Arassment	Signal Shop	3 of 3	100%
OSHA 3095 Electrical Standards	Signal Shop	2 of 3	68%
First Aid/CPR	Signal Shop	1 of 3	33%
Blood Born Pathogens	Signal Shop	1 of 3	33%
IMSA Work Zone Traffic control	Signal Shop	1 of 3	33%
IMSA Traffic Signal Technician	Signal Shop	1 of 3	33%
IMSA Traffic Signal Technician Level II	Signal Shop	1 of 3	33%
Anti-Harassment	Sign/Paint Shop	2 of 5	40%
Work Place Bullying	Sign/Paint Shop	2 of 5	40%
Divers Behavior	Sign/Paint Shop	2 of 5	40%
Ethical Behavior	Sign/Paint Shop	2 of 5	40%
Sexual Arassment	Sign/Paint Shop	2 of 5	40%
Econolite Controller Programing	Manager	1	100%
Fall Protection	Manager	1	100%
IMSA Signs & Markings	Manager	1	100%
Iteris Video Vehicle Detection	Manager	1	100%
NSC Defensive Driving Course	Manager	1	100%

Facilities Maintenance trainings for fiscal year 2020-2021

SHAUN MONTOYA CHRIS BLEA KAYLA CONNER JACK ANDERSON

MIKE ORTEGA JOHNNY ARCHULETA THEO SANDOVAL

PATRICK ROMERO JESSE CROWE MARK MONTOYA

TRAINING COURSE	TRAINING COURSE 2
ACCIDENT REPORTING	10
ARIAL LIFT TRAINING	9
BACKFLOW	1
BASIC HVAC MAINTENANCE	1
BASIC MASONARY	1
BASIC PREVENTATIVE MANAGEMENT	1
BLOOD BORN PATHAGEN	9
BOILERS	3
CID TRAINING	10
CONFINED SPACES	9
COVID EXPOSURE	10
COVID SAFE HANDLING	10
DEFENSIVE DRIVING	9
DOORS AND LOCKS	1
DRYWALL REPAIR	1
ELECTRICAL BASICS	9
ELECTRICAL DIAGRAM TRAINING	2
ELECTRICAL SAFETY	9
ELECTRICAL STANDARDS OSHA 3095	6
ELEVATORS	1
EPA TRAINING	5
EQUIPMENT SAFETY AND PPE	10
EROGONOMICS	10
EYE SAFETY	9
GENERAL WORK PLACE PRACTICE	10
GROUNDING AND BONDING	2
HAZWOPER	1
HYGIENE TRAINING	10
JOB HAZARD ANALYSIS TRAINING	9
KRONOS	10

LADDER SAFETY	10
LOCK OUT TAG OUT	9
MACHINE GAURDING	9
NFPA 70 NEC CODE UPDATE	2
OSHA 30	7
OVERHEAD DOOR TRAINING	1
PIPE REPAIR	1
PPE	10
REASONABLE SUSPISION TRAINING	2
RISK MANAGEMENT	1
WINTER DRIVING	10

Parking Division - Operations Maintenance Training from 1/2021-3/2021

Training	Section	# Employees	% Attendance
Bloodborne Pathogens	Maintenance	4	80%
Osha Electrical Safety	Maintenance	1	100%
Ladder Safety	Maintenance	6	100%
Diversity in the workplace	Collections	2	100%
Anti- Harassment in Workplace	Collections	2	100%
Blood borne Pathogens	Collections	2	100%
Sexual Harassment in Workplace	Collections	2	100%
Frist Aid/CPR /AED	Enforcement Officers	8	100%
Accident Reporting	Enforcement Officers	8	100%
Anti- Harassment	Enforcement Officers	8	40%
Work Place Bulling	Enforcement Officers	8	40%
Diversity	Enforcement Officers	8	40%
Ethical Behavior	Enforcement Officers	8	40%
Sexual Harassment	Enforcement Officers	8	40%

PW-Parks Division (safety training Sept 2020 to current)

Training	Section	# Emp	#Eligible	Month/Yr
Blood Borne Pathogens	PARKS	11	31	09-2020
Coronavirus and Safe Housekeeping	All	43	43	10-2020
Accident Reporting	MRC	8	43	10-2020
Coronavirus Exposure Procedures	All	43	43	11-2020
Social Distancing at Work	All	43	43	02-2021
COVID19 Policy & positive test results	All	43	43	02-2021
Job Hazard Assessment	PARKS	31	43	02-2021
Blood Borne Pathogens	PARKS	30	31	02-2021
OSHA Electrical Standards (#3095)	PARKS	5	5	03-2021
Chainsaw Hazards/All-Hazard Preparedness/Mower Safety/Heat Stress/Irrigation-Low Voltage Safety	PARKS	21	31	03-2021
OSHA 10	PARKS	12	31	03-2021
Basic First Aid/CPR/AED	All	13	43	03-2021
Industrial Hygiene	Parks	3	3	04-2021
Pruning Safety/PPE/Tool Safety/Power Washing Safety/Defensive Driving	PARKS	13	31	04-2021
Work Zone/Traffic Safety (Medians)	PARKS	Scheduled	31	04-2021
Aerial Lifts	PARKS	Planned	9	05-2021
Heat Stress	PARKS	Planned	43	TBD
Stormwater/Flood Protection	All	Planned	43	TBD
OSHA 30	PARKS	Planned	9	TBD
Vehicle Fire Procedures	All	Planned	43	TBD
Fall Prevention	All	Planned	43	TBD
Harassment Prevention Policy	All	Planned	43	TBD
Back Safety	PARKS	Planned	43	TBD
Heavy Machinery Safety	PARKS	Planned	31	TBD
Respiratory protection	PARKS	Planned	31	TBD
Electrical Safety	PARKS	Planned	43	TBD
Dump truck & trailer safety	PARKS	Planned	31	TBD
Excavation & Trenching	PARKS	Planned	31	TBD
Accident Prevention & Reporting	PARKS	Planned	43	TBD
Mower Safety	PARKS	Planned	9	TBD
Chemical Storage	PARKS	Planned	43	TBD
Hand Power Tools	PARKS	Planned	31	TBD
PPE-Work Safety	All	Planned	43	TBD
Work Zone/Traffic Safety	PARKS	Planned	43	TBD

City of Santa Fe New Mexico

Memo

Date: April 23, 2021

To: Transit Department

From: Flora S. Montoya, Santa Fe Trails Training Administrator

Via: Thomas Martinez, Director of Operations and Maintenance

Item: Employee training update within Transit Department

Santa Fe Trails Transit Division Trainings from January 2021 through April 2021

Trainings	Section	Number of Employees
Prevention Harassment	All	83
Workplace Violence	All	83
CPR, First Aid and AED	All	83
Fire Extinguishers	All	83
Drug & Alcohol Safety Training	All	83
Ethics	All	83
Hazard Communication and PPE	All	83
Blood Borne Pathogens	All	83
Ergonomics and ADA (American with Disabilities)	All	83
Safe Driving	All	83
Fork lift Training	Maintenance	10
OSHA	All	83
CNG	Maintenance	10

City of Santa Fe New Mexico

Memo

Date: April 22, 2021

To: Public Works Department

From:  Felipe Trujillo, Streets & Drainage Superintendent

Item: Employee training update within Public Works Streets & Drainage Division

Streets & Drainage Division: Training from January 2021 - April 2021



Training	Section	Number of Employees
COVID Safe Practices	All	17
Work Zone Traffic Safety	All	17
Heavy Machinery Safety	All	17
Forklift	All	17
Operation of Motor Vehicles and Equipment	All	17
Sweeper Safety	Sweeping Crew	5
Traffic Control, Signs, and Flagging	All	17
City Vehicle Use	All	17
Employees' Roles and Responsibilities for Safety	All	12
Supervisors' Roles and Responsibilities for Safety	All	5
Railroad Training Certification	All	17
Blood Borne Pathogens	Drainage Crew	4
Vactor Safety	Drainage Crew	4
Sanding, Salting, and Snow Removal	All	17
Confined Space	All	17
Materials Handling, Storage, Use and Disposal	All	17
Personal Protective Equipment	All	17
Motor Grader Training	Grading Crew	4
Backhoe Training	Concrete/Patching Crew	6

Local Gov. Training

Work Place Bullying	All	10
Ethical Behavior	All	8
Diversity in the Workplace	All	13
Anti - Harassment	All	17

City of Santa Fe, New Mexico

memo

Date: April 13, 2021
To: Governing Body
Via: 
Regina Wheeler (Apr 13, 2021 15:24 MDT)
Regina Wheeler, Public Works Department Director
From: Javier Rosado, P.E. Engineering Division Director 
Javier Rosado (Apr 13, 2021 15:22 MDT)
Subject: **NMDOT and City of Santa Fe Road Transfer Agreement**

ITEM AND ACTION:

Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).

BACKGROUND AND SUMMARY:

A Road Transfer Agreement has been reached to transfer maintenance responsibilities from the New Mexico Department of Transportation (NMDOT) to the City of Santa Fe (City) of 7.663 miles of road sections distributed between Cerrillos Road, St Michaels Drive, and Old Pecos Trail. This transfer of maintenance responsibilities will be effective August 1, 2021 and NMDOT will provide the City with all the legal documentation to complete ownership transfer within 2 years from the effective date of this agreement.

This Road Transfer Agreement is pursuant to the original Road Exchange and Maintenance Agreement with the NMDOT dated December 21, 1989. The New Mexico Department of Transportation (NMDOT) decided to build NM-599 in the 1990's to serve as a bypass of the traffic originally going through the City of Santa Fe (CoSF). At project completion and in order to obtain a better definition of the NMDOT and the City responsibilities in terms of road maintenance, a Road Exchange and Maintenance Agreement was executed in December 21, 1989 and amended in May 27, 1998. The agreement intent is to transfer the maintenance responsibilities for the NMDOT roads inside the city limits to the City of Santa Fe such as:

- Washington Ave.
- Airport Road
- Artist Road/Hyde Park Road
- Guadalupe Street
- Paseo Peralta
- Harkle Road
- Agua Fria Road
- Rodeo Road
- Old Taos Highway
- Bishop Lodge Road
- Galisteo Street

- Sawmill Road
- Old Pecos Trail
- St. Michaels Drive
- Cerrillos Road

This Road Transfer Agreement will complete the transition of maintenance responsibilities for the last four road sections included in the original agreement except the road segment of Cerrillos Road from St. Michaels Drive to St. Francis Drive. NMDOT is leading the project to reconstruct this 1.447 mile segment of Cerrillos, with the City participating as a key stakeholder. The project is in the design phase and is expected to take approximately three years to complete construction at which time maintenance responsibility will transfer to the City.

The four road sections transferred to the City in this agreement are the following:

- 1 - Cerrillos Road from Beckner Road to St. Michaels Drive – 3.913 miles
- 2 - St. Michaels Drive from Cerrillos Road to St. Francis Drive – 1.300 miles
- 3 – St. Michaels Drive from St. Francis to Old Pecos Trail – 1.250 miles
- 4 – Old Pecos Trail from St. Michaels Drive to Rodeo Road – 1.200 miles

Improvement to these roads sections have been completed by the NMDOT in accordance with original agreement with the exception of 0.30 miles of Old Pecos Trail which needs to be repaved. NMDOT is coordinating to complete this job during the 2021 summer (See attachment 6). Streetlight maintenance and pavement marking for these road sections was already transferred to the city throughout previous phases of the agreement.

Since this transfer increases the City's Priority 1 road maintenance responsibilities by 50%, the Street Division requested 4 additional equipment operators and the purchase of a new sweeper and dump truck with a plow and a spreader in the FY22 budget. The equipment purchase was not included in the FY22 budget meaning that the Streets Division will not have additional equipment required to maintain these roads until late 2021 or early 2022.

Munis Contract No. 3202636

Attachments:

- 1- Contract Summary
- 2- Original Contract - Road Exchange and Maintenance Agreement (CN D04418)
- 3- Contract First Amendment
- 4- Road Transfer Agreement
- 5- Road Maps
- 6- NMDOT email

Attachment 1

Contract Summary:

- 1- Road Exchange and Maintenance Agreement – CN D04418 –
December 21, 1989
- 2- First Amendment – May 27, 1998
- 3- Road Transfer Agreement – June 1, 2021

Attachment 2



**NEW MEXICO STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**
AN EQUAL OPPORTUNITY EMPLOYER

GARY E. JOHNSON
GOVERNOR

COMMISSION

Holm Bursum, III
Chairman, Socorro

Edward T. Begay
Vice-Chairman, Gallup

Peter T. Mocho, Sr.
Secretary, Albuquerque

Sherry Galloway
Member, Farmington

Albert N. Sanchez
Member, Santa Rosa

Sidney G. Strebeck
Member, Portales

DEPARTMENT

Secretary
Fete K. Rehn

General Office
P.O. Box 1149
Santa Fe, NM
87504-1149
505-827-5100

District One Office
P.O. Box 231
Deming, NM
88031-0231
505-546-2603

District Two Office
P.O. Box 1457
Roswell, NM
88202-1457
505-624-3300

District Three Office
P.O. Box 91750
Albuquerque, NM
87199-1750
505-841-2700

District Four Office
P.O. Box 30
Las Vegas, NM
87701-0030
505-454-3600

District Five Office
P.O. Box 4127
Coronado Station
Santa Fe, NM
87502-4127
505-827-9500

District Six Office
P.O. Box 2159
Milan, NM
87021
505-285-3200

June 10, 1998

Mr. Craig Watts
Transportation Planning Officer
City of Santa Fe
P. O. Box 909
Santa Fe, NM 87501

Dear Mr. Watts:

Enclosed for your coordination and files are two (2) fully executed copies of First Amendment D04418/1 to Road Exchange and Maintenance Agreement (D04418) between the Department and City of Santa Fe.

The approved amendment deletes Airport Road, from its junction with FAP Loop 001-4, Cerrillos Road (NM 014), southwest to its junction with the Santa Fe Municipal Airport, a distance of approximately 4.372 miles, from the State Highway System and transfers title and sole responsibility to the City of Santa Fe.

Your continued assistance in coordination and execution of the amendment is very much appreciated. Please contact Lawrence S. Grebner of my staff at 505-827-5554 if you have any questions concerning the amendment.

Sincerely,

Leroy Sandoval, Director
Transportation Planning Division

LS:LSG:lg

Enclosures

cc: Ronald E. Gaines, Deputy Secretary
Michael Manning, District 5 Engineer

Contract No. DC4418Vendor No. 51294

ROAD EXCHANGE AND MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this 25th day of December, 1989, by and between the New Mexico State Highway and Transportation Department, hereinafter referred to as the DEPARTMENT, and the City of Santa Fe, hereinafter referred to as CITY.

WITNESSETH,

WHEREAS, both the DEPARTMENT and CITY desire to implement a Comprehensive Road and Street Administration Policy and Agreement in the City of Santa Fe area; and

WHEREAS, both parties agree that by entering into such a policy, which better defines each party's responsibility for providing certain services to the public road and street system in the Santa Fe area, the public utilizing the road and street system will experience a higher level of service.

WHEREAS, both parties agree that certain road and street exchanges need to occur to better define the jurisdictional responsibilities of the parties regarding the public road and street system in the City of Santa Fe; and,

WHEREAS, both parties have the right and power to enter into this AGREEMENT;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this AGREEMENT, the DEPARTMENT and CITY agree as follows:

1. REVOCATION OF PRIOR AGREEMENTS

This AGREEMENT revokes, nullifies and supersedes all prior agreements, verbal and in written between the parties regarding the jurisdiction, operation and maintenance responsibility for the public road and street system in the Santa Fe area.

2. HOLD HARMLESS

Both parties agree to indemnify and hold harmless the other party for its own, but not the other party's, negligence in maintaining the roads and streets now transferred to their respective jurisdictions.

3. ROAD AND STREET SYSTEM EXCHANGES

3.1 Both parties agree that the following highways shall be retained on the State Highway System and the State Highway Maintenance System:

3.1.1 FAP LOOP 001-4, Cerrillos Road, from the southwestern city limits of the City of Santa Fe northeasterly to its junction with FAP LOOP 001-4, St. Michael's Drive , a distance of approximately 3.913 miles.

3.1.2 CERRILLOS ROAD, from its junction with FAP LOOP 001-4, St. Michael's Drive northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.447 miles.

3.1.3 FAP LOOP 001-4, St. Michael's Drive, from its junction with, FAP LOOP 001-4 Cerrillos Road, easterly to its junction with FAP LOOP 001-4, Old Pecos Trail, a distance of approximately 2.546 miles.

3.1.4 FAP LOOP 001-4, Old Pecos Trail, from its junction with FAP LOOP 001-4, St. Michael's Drive, southeasterly to the Southeastern City Limits of Santa Fe, a distance of 1.000 miles

3.1.5 FAU 4801, Washington Avenue (to be designated as NM 475), from its junction with FAU 4807, Paseo de Peralta northwesterly to NM 475, Artist Road, a distance of approximately 0.200 miles.

3.1.6 US 84/285, St. Francis Drive, from the Southern City Limits northerly to the Northern City Limits of the City of Santa Fe, a distance of approximately 6.400 miles.

3.1.7 NM 284, Airport Road, from the western city limits of the City of Santa Fe easterly to its junction with FAP LOOP 001-4, Cerrillos Road, a distance of approximately 0.30 miles.

3.1.8 NM 475, Artist Road/Hyde Park Road, from its junction with NM 590, Bishops Lodge Road, northeast to the Eastern City Limits of Santa Fe, a distance of 2.930 miles.

3.1.9 GUADALUPE STREET, from its junction with Paseo De Peralta northwesterly to its junction with St. Francis Drive, a distance of 0.530 miles.

3.2 Both parties agree that the following road shall be deleted from the CITY'S Public Street System and the CITY'S Public Street Maintenance System and shall be added to the State Highway System and the State Highway Maintenance System:

3.2.1 FAU 4807, Paseo de Peralta, from its north junction with US 84/285, St. Francis Drive, easterly to its junction with FAU 4801, Washington Avenue (to be designated as NM 475), a distance of approximately 1.07 miles.

3.3 Both parties agree that the following roads and streets shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the CITY'S Public Street System and the CITY'S Public Street Maintenance System.

3.3.1 HARKLE ROAD, from Galisteo Street west to end of route, a distance of 0.190 mile.

3.3.2 NM 123, Capitol Complex Streets (South Capitol Street and portions of Galisteo Street, West DeVargas Street and Don Gaspar Avenue), from its beginning at the junction of South Capitol Street and Don Gaspar Avenue, then westerly on South Capitol Street to its junction with Galisteo Street, then northerly on Galisteo Street to its junction with West DeVargas Street, then easterly on West DeVargas Street to its junction with Don Gaspar Avenue, then southerly on Don Gaspar Avenue to its ending which is the same point as its beginning, that being the junction of South Capitol Street and Don Gaspar Avenue, a total distance of approximately 0.210 mile.

3.3.3 NM 588 (old NM 22), Agua Fria Road, from its junction with US 84/285, St. Francis Drive, southeasterly to the South City Limits of the City, a distance of approximately 4.410 miles.

3.3.4 FAU 4796, Agua Fria Road, from its junction with US 84/285, St. Francis Drive northeasterly to its junction with Guadalupe Street, a distance of approximately 0.600 mile.

3.3.5 NM 300, Rodeo Road, from its junction with FAP LOOP 001-4, Cerrillos Road, easterly to its junction with FAP LOOP 001-4, Old Pecos Trail, a distance of approximately 5.18 miles.

3.3.6 NM 593, Old Taos Highway, from its junction with FAU 4807, Paseo de Peralta, northerly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.55 miles.

3.3.7 NM 590, Bishops Lodge Road, from its junction with NM 475, Artist Road, northerly to the northern City Limits of the City of Santa Fe, a distance of approximately 2.75 miles.

3.3.8 GUADALUPE STREET, from its junction with Cerrillos Road, northerly to its junction with, Paseo de Peralta a distance of approximately 0.871 miles.

3.3.9 CERRILLOS ROAD, from its junction with US 84/285, St. Francis Drive, northeasterly to its end and junction with Galisteo Street, a distance of 0.652 mile.

3.3.10 GALISTEO STREET, from its junction with Cerrillos Road, northerly to its junction with Water Street, a total distance of 0.189 mile.

3.3.11 SAWMILL ROAD, from its junction with NM 300, Rodeo Road, northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 0.300 mile.

3.3.12 OLD PECOS TRAIL, from its junction with FAP Loop 001-4, St. Michael's Drive, northerly to its end and junction with Old Santa Fe Trail, a distance of approximately 1.700 miles.

3.4 Both Parties agree that the removal from the State Highway System and State Highway Maintenance system of any roads and streets contained in this agreement will not affect its eligibility for funding improvements under the Cooperative Program (COOP) or the Municipal Arterial Program (MAP).

4. FUTURE ROAD AND STREET SYSTEM EXCHANGES

4.1 Both parties agree that the public road and street system in the City of Santa Fe is a dynamic system and that the functional character of a road may change over time. It is agreed that should either party determine that a significant change has taken place, that party shall notify the other party of its desire to commence negotiations to effect the jurisdictional transfer of said road. Both parties agree that they each will undertake said negotiations in good faith.

4.2 Both parties agree that FAP LOOP 001-4, Cerrillos Road, from the southwestern city limits of the City of Santa Fe northeasterly to its junction with FAP LOOP 001-4, St. Michael's Drive, a distance of 3.913 miles, shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the CITY'S Public Street System and the CITY'S Public Street Maintenance System under the sole jurisdiction of the CITY, once the Santa Fe Relief Route is constructed and serving a State Highway System function.

4.3 Both parties agree that CERRILLOS ROAD, from its junction with FAP LOOP 001-4, St. Michael's Drive northeasterly to its junction with US 84/285, St. Francis Drive, a distance of 1.447 miles, shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the

CITY'S Public Street System and the CITY'S Public Street Maintenance System under the sole jurisdiction of the CITY, once the Santa Fe Relief Route is constructed and serving a State Highway System function.

4.4 Both parties agree that FAP LOOP 001-4, St. Michael's Drive, from its junction with FAP LOOP 001-4, Cerrillos Road easterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.263 miles, shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the CITY'S Public Street System and the CITY'S Public Street Maintenance System under the sole jurisdiction of the CITY, at the same time as the CITY assumes jurisdiction for Cerrillos Road.

4.5 Both parties agree that the issue of road exchanges will be reviewed periodically.

5. JURISDICTIONAL RESPONSIBILITY

5.1 Both parties agree that in order to provide a satisfactory level of service to the public utilizing the public road and street system in the City of Santa Fe area, certain items of service need to be provided for said roads and streets by the party having jurisdictional responsibility for its particular road and street system.

5.2 The items which typically need to be provided by each party for their respective road system are detailed in Exhibit A, attached hereto, and made a part of this AGREEMENT. It is specifically agreed to by both parties that this exhibit is intended to represent a typical, general category of items of service to be provided by each party and is not to be considered all-inclusive. The party having jurisdiction over any road shall attempt to provide, as appropriate and within its resources, the items listed in Exhibit A. However, said party shall be the sole and final authority in determining which items of service shall be undertaken on any road or street under its jurisdiction.

5.3 Both parties agree that in the interest of economics and efficiency it may be more advantageous for the party not having jurisdiction for any particular road or street to provide one or more of the various items listed in Exhibit A, if requested to do so by the party having jurisdiction for such road or street. Those items so identified, requested and agreed to at this time and the party responsible for providing such items of service for the roads and streets listed in this AGREEMENT are detailed in Exhibit A.

5.4 Both parties agree that whenever any particular road or street is exchanged in the future that the responsibility for providing the various items of service as listed in Exhibit A

shall become the responsibility of the party assuming the jurisdiction of such road or street.

6. PERIODIC REVIEW OF AGREEMENT

Both parties agree that this AGREEMENT shall be reviewed in its entirety bi-annually from the date of execution to determine if any modifications to the AGREEMENT should be negotiated and made.

7. FUTURE COMMITMENTS

7.1 The DEPARTMENT will secure the necessary funding for implementation, design and construction of the following public roads and streets:

7.1.1 The SANTA FE RELIEF ROUTE from its junction with Interstate 25 (I-25) northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 13.2 miles (preferred Alternate B).

7.1.2 The SANTA FE/LOS ALAMOS ALTERNATE ROUTE from its junction with the Santa Fe Relief Route northwesterly to its junction with NM 4, a distance of approximately 10.60 miles.

7.1.3 Reconstruct NM 588, Agua Fria Street, from its junction with Osage Avenue southwesterly (projects included in current Five-Year Plan only).

7.1.4 Correct current drainage problems on FAP LOOP 001-4, St. Michael's Drive, from its junction with FAP LOOP 001-4, Cerrillos Road easterly to 0.500 mile east of its junction with US 84/285, St. Francis Drive, a distance of 1.443 miles.

7.1.5 Reconstruct FAP LOOP 001-4, St. Michael's Drive, from its junction with US 84/285, St. Francis Drive, easterly to 0.500 mile of its junction with FAP LOOP 001-4, Old Pecos Trail, a distance of approximately 2.79 miles, to a four-lane divided urban street with curbs, gutters and sidewalk.

7.1.6 Reconstruct FAP LOOP 001-4, Old Pecos Trail, from its junction with FAP LOOP 001-4, St. Michael's Drive easterly to the Santa Fe Eastern City Limits, a distance of 0.716 mile.

7.2 The DEPARTMENT will place in its Five Year Plan as soon as feasible, but not later than ten (10) years from the date of this agreement, reconstruction projects for the following public roads and streets.

7.2.1 Reconstruct US 84/285, Old Pecos Trail from its junction with Cordova Road southeasterly to its junction with St. Michael's Drive, a distance of 1.420 miles.

7.2.2 Reconstruct FAP LOOP 001-4, Cerrillos Road from its junction with Rodeo Road south to its junction with Interstate 25 (I-25), a distance of 2.984 miles.

7.2.2.1 The DEPARTMENT will assist the city, to the best of its ability, both financially and technically to implement the recommendations outlined in the Lochner Consultant Firm's Study, entitled "CERRILLOS ROAD REMODELING STUDY", dated August, 1987.

7.3 The DEPARTMENT will place the SANTA FE RELIEF ROUTE referenced in Section 7.1.1 above, and the SANTA FE/LOS ALAMOS ALTERNATE ROUTE referenced in Section 7.1.2 above on the State Highway System and State Highway Maintenance System .

7.4 The DEPARTMENT will provide Eight-Hundred Thousand Dollars (\$ 800,000), in design funds, to complete the design of the Santa Fe Relief Route.

7.5 The DEPARTMENT will retain the "Federal Aid Primary" designation on those roads and streets listed as FAP LOOP 001-4, until such time as another "BUSINESS LOOP' is designated in the City of Santa Fe.

7.6 The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

7.7 The CITY is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the City Council, and approved for expenditure. The CITY'S decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

8. CONVEYANCE OF TITLE

8.1 Both parties agree that the documents conveying title for all public roads and streets described in Section 3 herein will be prepared and executed by the appropriate party and delivered to the other party as soon as practical after execution of this AGREEMENT, but no longer than two years after the execution of this AGREEMENT.

9. DUTIES SUBJECT TO APPROPRIATION

9.1 Both Parties recognize and understand that this AGREEMENT contemplates indirectly the expenditure of funds which must be appropriated and allocated by their respective legislative bodies, the State Legislature and the Santa Fe City Council. Both parties agree that this AGREEMENT and the terms hereof are subordinate to the rights of these legislative bodies and not binding on them. Therefore, both parties agree that the duties and responsibilities imposed on each of them herein are to be performed pursuant to their respective fiscal allocations. Although both parties will be required to request the necessary appropriations hereunder, a good faith effort to secure funding is sufficient and it will not constitute a breach of this AGREEMENT if such duties are performed to whatever level is possible within the funds actually appropriated and allocated to both parties by their respective legislative bodies.

10. LEGALITY AND INVALIDITY OF PROVISIONS

10.1 Both parties agree that the provisions and terms of this AGREEMENT are lawful, that performance of all the duties and obligations herein will conform with and not contravene any city, state or federal ordinance, statute and/or regulation.

10.2 Both parties agree that in the event any covenant, condition or provision contained in this AGREEMENT is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this AGREEMENT.

11. AMENDMENTS

11.1 Both parties agree that any and all amendments to this agreement, in order to be valid, must be in writing and must be executed by both parties.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

NEW MEXICO STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

BY: *Ron Fort*
Secretary

THE CITY OF SANTA FE

BY: *Gene Lick*
Mayor

ATTEST:

Frances C. Romero
City Clerk

Approved as to form only by the
Department's Office of General Counsel

the 23 day of June, 1988

By: Administrative Memorandum 161-88 (OGC)
Staff Counsel

Approved as to form only by the
City Attorney's Office

the 22nd day of November, 1989

By: *Joseph L. ... for JCM*
City Attorney

*City Council approval
on 11-29-89
Item 10. b. 3.*

Approved:

New Mexico State Highway Commission

By: *William V. Arty*
Chairman

12/19/89
DATE

EXHIBIT A

This EXHIBIT is a part of that certain ROAD EXCHANGE AND MAINTENANCE AGREEMENT called AGREEMENT, between the New Mexico State Highway and Transportation Department, called DEPARTMENT, and the City of Santa Fe, called CITY, dated _____, 1989.

The purpose of this EXHIBIT is twofold. First, this EXHIBIT will identify and list typical, general categories of items of service to be provided to the public road system within the City of Santa Fe by either the DEPARTMENT or CITY. Second, this EXHIBIT will identify those items of service which have been requested and mutually agreed to be provided by the party not having jurisdiction for a particular road for the benefit of the party having jurisdiction.

1. ITEMS OF SERVICE

The typical items of service which generally need to be provided within the right-of-way limits of all public roads and streets under each party's jurisdiction are listed below. The items are:

1.1 Road and street construction and reconstruction.

1.2 Road and street maintenance

- Surface and shoulder maintenance (pot hole patching, crack sealing, resurfacing, grading, etc.)
- Snow removal (driving surface and sidewalk)
- Road/street sweeping
- Drainage system maintenance (culvert, pipe, catch basin, drainage ditch/drainage way cleaning and repair, etc.)
- Bridge repair/rehabilitation
- Curb, gutter and sidewalk repair and replacement

1.3 Traffic Control Device Maintenance

- Roads and streetside barriers (guard rail, crash attenuators, etc.)
- Signing
- Striping (lane, crosswalk, curb, etc.)

- Traffic signal (timing, operating, repair, utilities, etc.)
- Street lighting (operating, repair, utilities, etc.)

1.4 Weed, litter and beautification

- Weed control (mowing, removal, etc.)
- Herbicide application
- Litter control
- Developed medians (mowing, pruning, watering, utilities, etc; aka Santa Fe Beautiful Program)

1.5 Right of way use permits

- Utility
- Road/street cut
- Driveway
- Landscaping
- Licenses to use row/airspace

2. ITEMS OF SERVICE TO BE PROVIDED BY NON-JURISDICTIONAL PARTY

2.1 Those items of service requested by the party having jurisdiction and agreed to be provided by the party not having jurisdiction on the public road and street system within the City of Santa Fe area are detailed as follows:

2.1.1 For all roads and streets under the DEPARTMENT'S jurisdiction as defined in Section 3 of the AGREEMENT, the CITY will provide the following items of service as defined hereinabove.

- Road/street sweeping
- Striping (lane, crosswalk, curb, etc.)

To be accomplished three (3) times per year. The CITY will provide to the DEPARTMENT annually a report listing the date respective roads and streets are striped.

- Traffic signal (timing, operating, repair, utilities, etc.)

The department must concur in the timing sequence of the Progressive Traffic Signal System on St. Francis Drive. Concurrence to be obtained prior to making any changes to this timing sequence.

- Street lighting (operating, repair, utilities, etc.)
- Developed medians (Santa Fe Beautiful Program)
- All right of way use permits

The Department's Regulations for Driveways and Median Openings on the Non-Access Controlled Highways filed June 9, 1989 with State Archives shall be followed as a minimum set of standards for issuing driveway and median opening permits.

The DEPARTMENT will provide to the CITY annually an equivalent amount of marking materials for striping the State Highways within the city three (3) times per year based on the total cost for manpower, materials and equipment as if the DEPARTMENT were to provide the same service, as calculated by the DEPARTMENT.

2.1.2 For all roads and streets under the CITY'S jurisdiction as defined in Section 3 of the AGREEMENT, the DEPARTMENT will provide the following items of service as defined hereinabove.

- roads and streetside barriers (guard rail, crash attenuators, etc.)
- Chamisa and large shrubbery control and removal
- Overhead sign maintenance

2.2 In providing these items of service, both parties agree that the party having jurisdiction of any particular road or street may review the quality and quantity of any item of service being provided by the party not having jurisdiction and providing the particular item of service, and that the party having jurisdiction may bring deficiencies to the other party's attention for resolution and correction, and that such deficiencies shall be resolved and corrected by the party so providing the affected item of service within a reasonable time.

Attachment 3

Contract No. D04418/1

Vendor No. 51294
5057707

**FIRST AMENDMENT TO
ROAD EXCHANGE AND MAINTENANCE AGREEMENT
D04418
CITY OF SANTA FE**

THIS FIRST AMENDMENT to ROAD EXCHANGE AND MAINTENANCE AGREEMENT D04418 is made and entered into this 29th day of May, 1998 ~~9~~ and between the **NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**, hereinafter referred to as "DEPARTMENT", and the **CITY OF SANTA FE**, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the Department and City entered into a Road Exchange And Maintenance Agreement D04418 on December 21, 1989 to provide a number of road development activities: 1) deletions and additions of roads from state highway system; 2), deletions and additions to city's road system; 3) retainment of existing roads on state highway system; 4) provision of state funds to conduct studies, development and construction activities; 5), provisions for future road exchanges, development and construction activities and maintenance responsibilities to be performed by both parties, attached as Exhibit "1" and made part of this Amendment, and,

WHEREAS, Page 8, Paragraph Eleven, of the Road Exchange And Maintenance Agreement allows both parties to make alterations and revisions to the said Agreement, and,

WHEREAS, both the Department and City have expressed their desires and intent to amend, change and modify the original language of the aforementioned original Agreement, through the addition of Airport Road to the original agreement and necessitated new agreement language. The Parties are in agreement that Airport Road, from its junction with FAP Loop 001-4, Cerrillos Road (NM 014), southwest to its junction with the Santa Fe Municipal Airport, a distance of approximately 4.372 miles, and,

WHEREAS, The road and street exchange provided for herein is being undertaken in conformity with State Highway Commission Policy 91-77.

WHEREAS, Airport road will be deleted from the state highway system and added to the city road system; and title and sole responsibility shall vest with the City, and,

NOW, THEREFORE, it is agreed by the DEPARTMENT and CITY that ROAD EXCHANGE AND MAINTENANCE AGREEMENT D04418 BE AMENDED and MODIFIED AS FOLLOWS:

1. ROAD AND STREET SYSTEM EXCHANGES:

PARAGRAPH THREE: Page 4, following subparagraph 3.3.12, add the following new subparagraph "3.3.13 AIRPORT ROAD, from its junction with FAP Loop 001-4, Cerrillos Road (NM 014), southwest to its junction with the Santa Fe Municipal Airport, a distance of approximately 4.372 miles".

2. CONVEYANCE OF TITLE:

PARAGRAPH EIGHT: Page 7, following paragraph 8.1, add the following new paragraph "8.2 The DEPARTMENT shall prepare, execute, and deliver to the CITY, in a form acceptable to the CITY, the documents conveying title to Airport Road as described in subparagraph 3.3.13 within six months of the execution of this First Amendment".

3. ADDITIONAL NEW AGREEMENT LANGUAGE:

PARAGRAPH EIGHT: Page 7, following the current existing Paragraph Eight, insert the following new Paragraphs as follows:

"PARAGRAPH NINE -- THIRD PARTY BENEFICIARY CLAUSE:

This Agreement 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 for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

PARAGRAPH TEN -- NEW MEXICO TORT CLAIMS ACT:

1. By entering into this Agreement, each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978) and any amendments thereto. This paragraph is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
2. By entering into this Agreement, the City and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" 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.

PARAGRAPH ELEVEN -- TITLE VI COMPLIANCE:

The Department and City shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Department and City further agree to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations (41 CFR Part 60). Accordingly, 49 CFR through Appendix H and 23 CFR 710.405(b) is applicable to this contract.

PARAGRAPH TWELVE -- EQUAL OPPORTUNITY COMPLIANCE:

The Department and City agree to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Department and City agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 the Department or City is found to be not in compliance with these requirements during the life of this contract, the Department and City agree to take appropriate steps to correct these deficiencies.

PARAGRAPH THIRTEEN -- TERMS OF THIS AGREEMENT:

Performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

PARAGRAPH FOURTEEN -- LEGALITY AND INVALIDITY OF PROVISIONS:

The parties agree that in the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this Agreement.

PARAGRAPH FIFTEEN -- GOVERNMENTAL INTENT:

The parties agree that this Agreement expresses the intent of the government entities hereto; however, this Agreement shall not bind or contract away the discretion of the governmental entities, nor shall this Agreement prohibit the entities from acting within the public interest contrary to terms of this Agreement and in said event, the

parties shall have the right to re-negotiate the terms of this Agreement".

3. PARAGRAPH NINE, Page 8, Delete the existing numbering, "Paragraph Number 9, and subparagraph number 9.1" and renumber as the following new Paragraph Number and subparagraph number, "Paragraph 16, and subparagraph 16.1", in lieu thereof, and,
4. PARAGRAPH TEN, Page 5, Delete the existing "Paragraph Number 10, and subparagraph numbers 10.1 and 10.2 in their entirety", and,
5. PARAGRAPH ELEVEN, Page 8, Delete the existing numbering, "Paragraph Number 11, and subparagraph number 11.1" and renumber as the following new Paragraph Number "17 and and subparagraph number 17.1", in lieu thereof, and,

Except for the above AMENDMENT, original Road Exchange And Maintenance Agreement D04418 and its terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

NEW MEXICO STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

By: [Signature]
Deputy Secretary

Date: 5-18-98

CITY OF SANTA FE

By: [Signature]
Mayor

Date: 3-26-98

Attest:
By: [Signature]
City Clerk

Date: 3-31-98

Signatures continued on Page 5.)

(Signatures continued from Page 4.)

Approved as to legal form and
sufficiency by the Department's
Office of General Counsel

By: Hugh W. Perry
Deputy General Counsel

Date: 9/2/97

Approved as to form.

By: M J A M
City Attorney

Date: 9/4/97

Approved:
New Mexico State Highway Commission

By: Helm O. Bursum
Chairman

Date: 5/27/1998

Attachment 4

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (“DEPARTMENT”) and the CITY OF SANTA FE (“CITY”).

WHEREAS, the DEPARTMENT and CITY desire to implement a comprehensive road and street administration policy in the City of Santa Fe area to supplement the existing Road Exchange Agreement executed by the DEPARTMENT and the CITY on December 21, 1989 and the First Amendment to said Road Exchange Agreement executed on May 27, 1997, and

WHEREAS, DEPARTMENT and CITY agree that by making an Agreement to better define each party’s responsibility for improving and maintaining public roads and streets in the City of Santa Fe area that are the subject of this Agreement, users of the road and street system will experience a higher level of service, and,

WHEREAS, DEPARTMENT and CITY understand this Agreement is not a road exchange in its design and format presentation, but a designated Road Transfer and will be addressed as such for all administrative and future references, and,

WHEREAS, DEPARTMENT and CITY agree that certain road and street transfers need to occur to better align the jurisdictional responsibilities of the Parties regarding the public roads and streets in the City of Santa Fe, and

WHEREAS, DEPARTMENT and CITY agree this Road Transfer Agreement shall be monitored and verified as completed by DEPARTMENT’S District 5 Engineer, and,

WHEREAS, DEPARTMENT and CITY have the right and power to enter into this Agreement,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, DEPARTMENT and CITY agree as follows:

1. ROAD SYSTEM TRANSFER:

1.1 The road and street transfer provided for herein is being undertaken in conformity with State Transportation Commission Policy CP-62.

1.2 DEPARTMENT and CITY agree the following roads and road segments shall be deleted from the State Highway System and State Highway Maintenance System and will be transferred to the sole jurisdiction of the CITY and title thereto shall vest in the CITY:

1.2.1 FAP LOOP 001-4, Cerrillos Road, from Beckner Road northeasterly to its junction with FAP LOOP 001-4, St. Michael’s Drive, a distance of approximately 3.913

miles. Transfer of this segment of the road from DEPARTMENT to CITY shall be effective June 1, 2021.

1.2.2 CERRILLOS ROAD, from its junction with FAP LOOP 001-4, St. Michael's Drive northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.447 miles. DEPARTMENT will fund an alignment study in order to identify a preferred design alternative that will address drainage, utilities, lighting, new curb and gutter, and pedestrian improvements. Transfer of this segment of the road from DEPARTMENT to CITY shall be conditioned upon completion of construction by DEPARTMENT of the improvements identified in the ongoing alignment study CN S100680 on Cerrillos Road.

1.2.3 FAP LOOP 001-4, St. Michael's Drive, from its junction with FAP LOOP 001-4 Cerrillos Road, easterly to the interchange of St. Michael's Drive and St. Francis Drive, a distance of approximately 1.3 miles. Transfer of this segment of St. Michael's Drive shall be conditioned upon completion by DEPARTMENT of certain improvements to that portion of St. Michael's Drive from its intersection with Cerrillos Road to the St. Michael's/St. Francis Drive interchange. The DEPARTMENT repaved St. Michael's Drive in 2019, to accommodate a 10-year design life. This repaving did not include improvements to existing ADA ramps in order to bring them up to current accessibility requirements. The DEPARTMENT and the CITY intend to enter into a separate agreement under which the CITY would perform specific ramp work and repair damaged drainage inlets and the costs of that work would be reimbursed by the DEPARTMENT. The work associated with the ADA ramps will not affect the date of transfer of this segment of St. Michael's Drive from DEPARTMENT to CITY, which transfer shall be effective June 1, 2021.

1.2.4 Transfer of the segment from the St. Michael's Drive/St. Francis Drive interchange to its intersection with Old Pecos Trail, a distance of approximately 1.25 miles, shall be conditioned upon construction by DEPARTMENT of certain improvements to that portion of St. Michaels Drive; to include ADA improvement and drainage structure improvements. The DEPARTMENT repaved St. Michael's Drive from Galisteo St. to Old Pecos Trail in 2020, to accommodate a 10-year design life. This repaving did not include improvements to existing ADA ramps in order to bring them up to current accessibility requirements. The DEPARTMENT and the CITY intend to enter into a separate agreement under which the CITY would perform specific ramp work and repair damaged drainage inlets and the costs of that work would be reimbursed by the DEPARTMENT. The work associated with the ADA ramps will not affect the date of transfer of this segment of St. Michael's Drive from DEPARTMENT to CITY, which transfer shall be effective June 1, 2021.

1.2.5 Transfer of FAP LOOP 001-4, Old Pecos Trail, from its junction with FAP LOOP 001-4 St. Michael's Drive, southeasterly to its junction of Rodeo Road, a distance of approximately 1.20 miles. Transfer of this segment of Old Pecos Trail shall be conditioned upon completion by DEPARTMENT of certain improvements to that portion of Old Pecos Trail from FAP LOOP 001-4 St. Michael's Drive to the junction of Rodeo Road. The

DEPARTMENT repaved Old Pecos Trail in 2020, to accommodate a 10-year design life. This repaving did not include improvements to existing ADA ramps in order to bring them up to current accessibility requirements. The DEPARTMENT and the CITY intend to enter into a separate agreement under which the CITY would perform specific ramp work and repair damaged drainage inlets and the costs of that work would be reimbursed by the DEPARTMENT. The work associated with the ADA ramps will not affect the date of transfer of this segment of Old Pecos Trail from DEPARTMENT to CITY, which transfer shall be effective June 1, 2021.

1.3 The acceptance of the road or road segments described in Section 1.2, above, on the CITY'S Road System and Maintenance System shall be considered and approved by the State Transportation Commission and verified when required and as completed by DEPARTMENT'S District 5 Engineer.

2. CONVEYANCE OF TITLE

DEPARTMENT and CITY agree the documents conveying title for all public roads and streets described in Section 1 herein shall be prepared and executed by DEPARTMENT and delivered to the CITY as soon as practical after execution of this Agreement, and after completion of improvements as described under Section 1. DEPARTMENT agrees to provide CITY with any legal description of the right-of-way easements that the DEPARTMENT may have associated with all roads identified in this Agreement within two (2) years from the date of transfer and completion of any condition precedent to the conveyance of title.

3. PERIODIC REVIEW OF AGREEMENT:

DEPARTMENT and CITY agree that this Agreement shall be reviewed in its entirety bi-annually from the date of execution to determine if any modifications to the Agreement should be negotiated and made.

4. LEGALITY AND INVALIDITY OF PROVISIONS

DEPARTMENT and CITY agree that in the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this Agreement.

5. GOVERNMENTAL INTENT:

DEPARTMENT and CITY agree that this Agreement expresses the intent of the governmental entities hereto; however, this Agreement shall not bind or contract away the discretion of the governmental entities, nor shall this Agreement prohibit the entities from acting within the public interest contrary to terms of this Agreement and in said event, the parties shall have the right to renegotiate the terms of this Agreement.

6. THIRD PARTY BENEFICIARY CLAUSE:

This Road Transfer Agreement is not intended by any of the provisions of any part of the Road Transfer Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Road Transfer Agreement to maintain a suit for wrongful death, bodily and personal injury to person, damage to property, or any other claim(s) whatsoever pursuant to the provisions of this Road Transfer Agreement.

7. NEW MEXICO TORT CLAIMS ACT:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Road Transfer Agreement. Any liability incurred in connection with this Road Transfer Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq. This paragraph is intended only to define the liabilities between DEPARTMENT and CITY and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. TITLE VI COMPLIANCE:

DEPARTMENT and CITY shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. DEPARTMENT and CITY further agree to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented by the Department of Labor regulations (41 CFR Part 60). Accordingly, 49 CFR through Part 21 is applicable to this Agreement.

9. EQUAL OPPORTUNITY COMPLIANCE:

DEPARTMENT and CITY agree to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, DEPARTMENT and CITY agree to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 DEPARTMENT or CITY are found to be not in compliance with these requirements during the life of this Agreement, DEPARTMENT or CITY agree to take appropriate steps to correct these deficiencies.

10. AMENDMENTS:

DEPARTMENT and CITY agree that any and all amendments to this Agreement, in order to be valid, must be in writing and must be executed by the parties.

11. PRIOR AGREEMENTS

With the exception of the Road Exchange Agreement dated December 21, 1989 and the First Amendment to that Agreement dated May 27, 1997, this Agreement supersedes all prior verbal and written agreements concerning the public roads and streets that are the subject of this Road Transfer Agreement between DEPARTMENT and CITY regarding the jurisdiction, operation and maintenance responsibility for the public road and street system in the City of Santa Fe.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first written above.

**NEW MEXICO DEPARTMENT
OF TRANSPORTATION**

By: _____
Michael R. Sandoval
Cabinet Secretary

Date: _____

**NEW MEXICO DEPARTMENT
OF TRANSPORTATION**

By: _____
District Five Engineer

Date: _____

Approved as to form and legal sufficiency by
Department's Office of General Counsel

By: _____

Date: _____

CITY OF SANTA FE

By: _____
Alan M. Webber, Mayor

Date

Attest:

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Apr 13, 2021 10:59 MDT)

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director

Approved:

State Transportation Commission

By: _____
Chairman of State Transportation Commission
Date: _____

Attachment 5

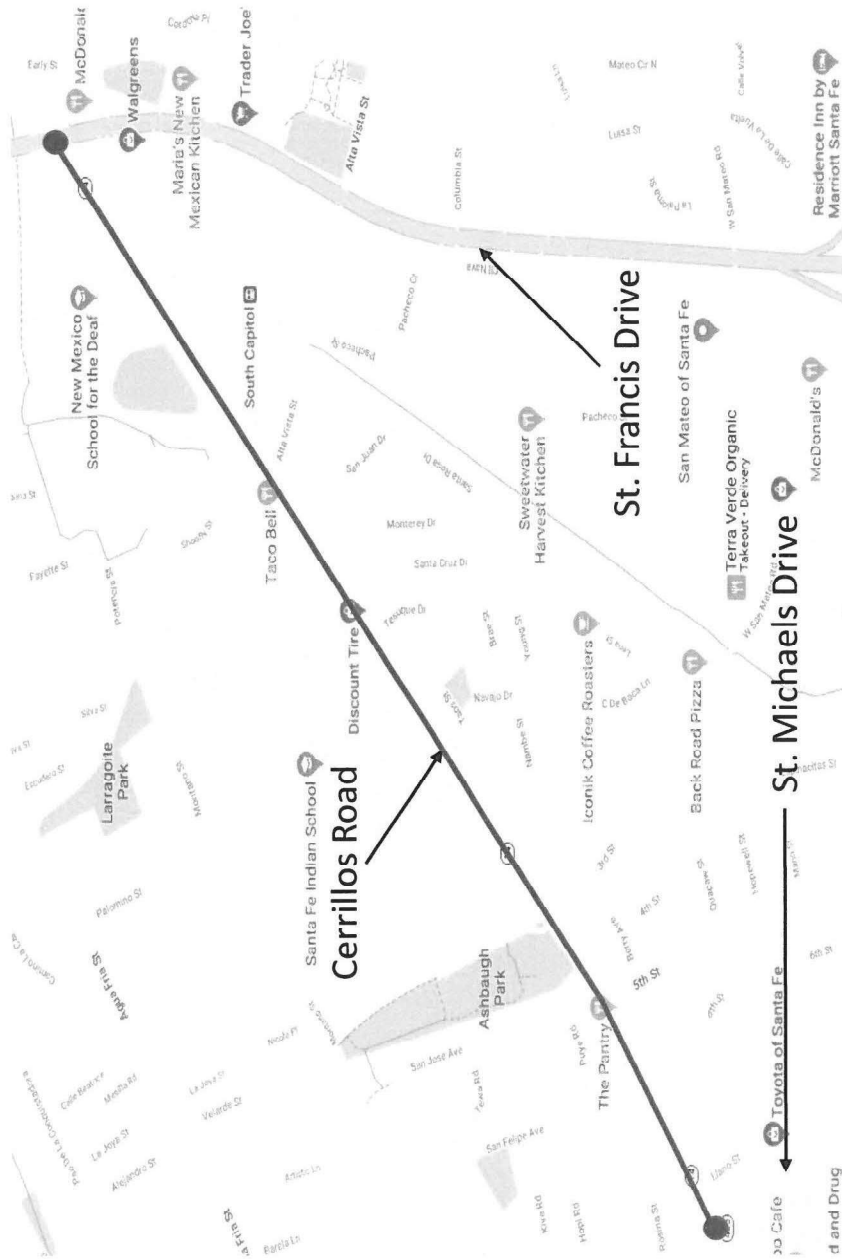
Cerrillos Road from Beckner Road to St. Michaels Drive (Section 1.2.1)

3.913 miles



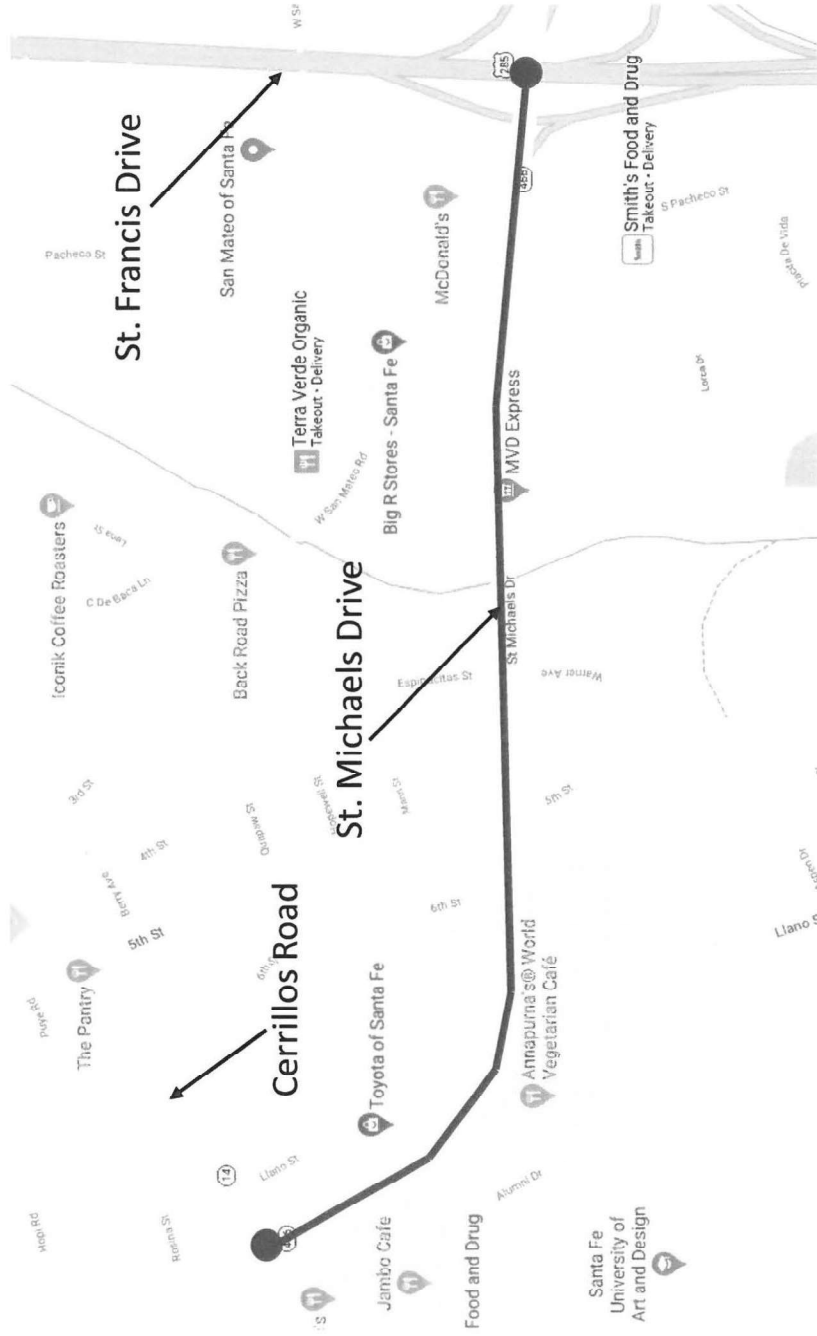
Cerrillos Road from St. Michaels Drive to St. Francis Drive (Section 1.2.2)

1.447 miles

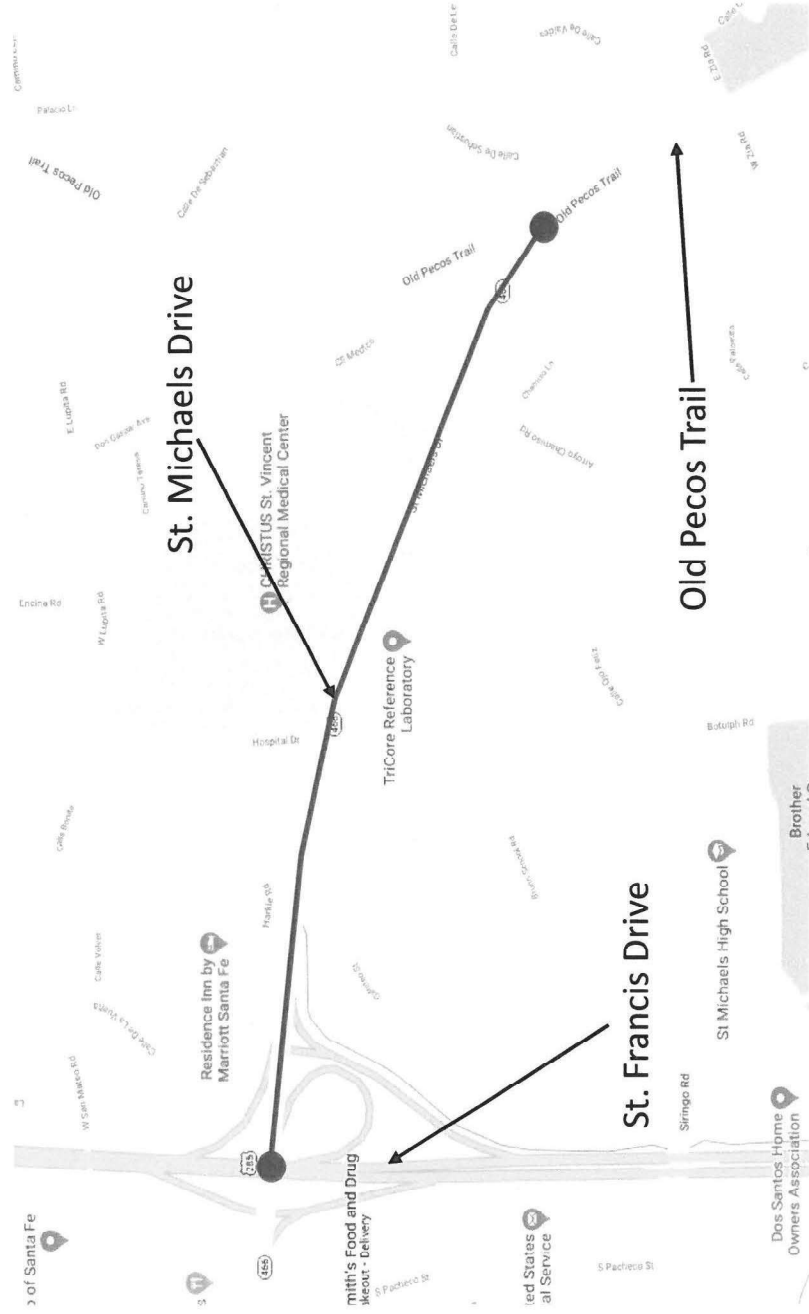


St. Michaels Drive from Cerrillos Road to St. Francis Drive (Section 1.2.3)

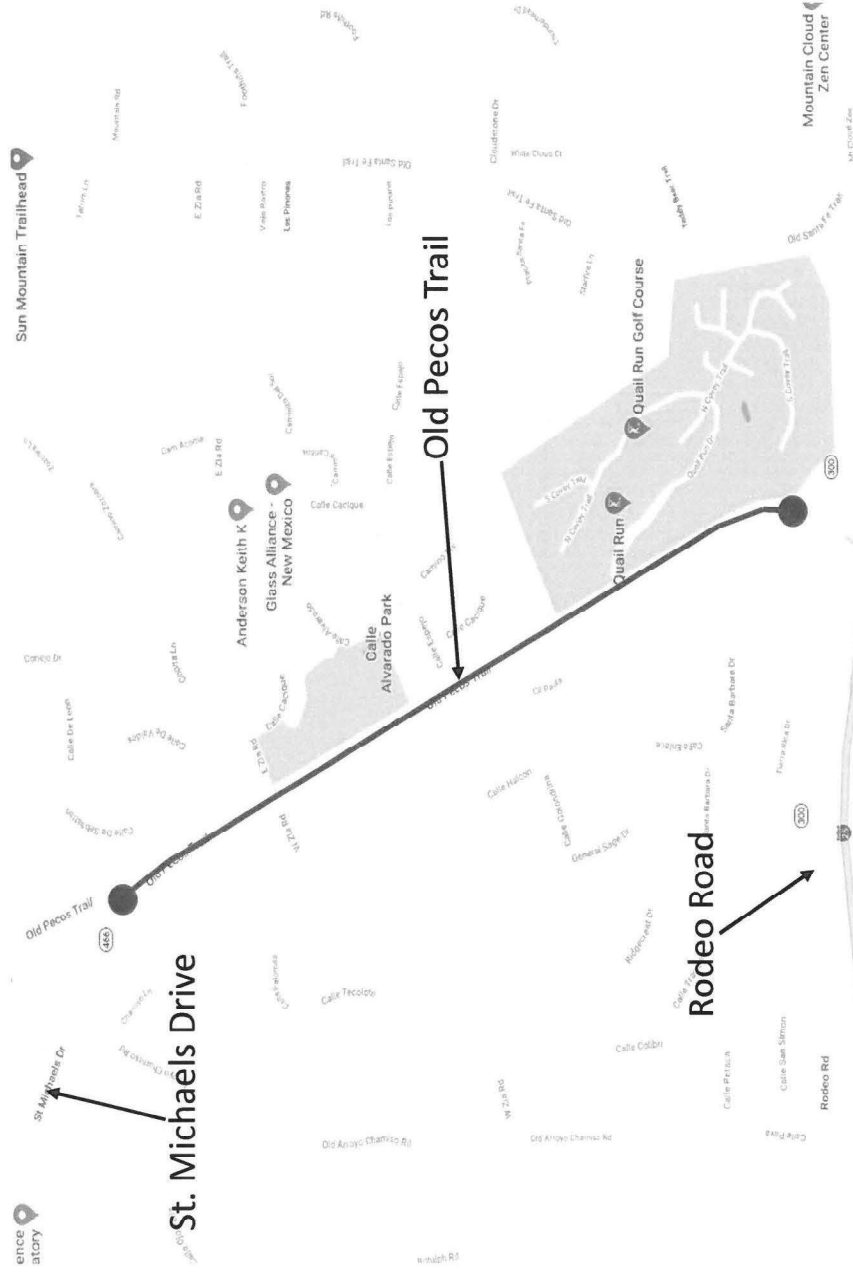
1.300 miles



St. Michaels Drive from St. Francis Drive to Old Pecos Trail (Section 1.2.4) 1.250 miles



Old Pecos Trail from St. Michaels Drive to Rodeo Road (Section 1.2.5) 1.200 miles



Attachment 6

ROSADO, JAVIER H.

From: Barnett, Kenneth, NMDOT <Kenneth.Barnett@state.nm.us>
Sent: Monday, March 29, 2021 8:33 AM
To: ROSADO, JAVIER H.; Martinez, Javier, NMDOT; Romero, John, NMDOT
Subject: RE: Road Transfer Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The section mentioned below will be completed this summer.

Ken

From: ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Sent: Thursday, March 25, 2021 4:43 PM
To: Martinez, Javier, NMDOT <Javier.Martinez@state.nm.us>; Romero, John, NMDOT <John.Romero4@state.nm.us>
Cc: Barnett, Kenneth, NMDOT <Kenneth.Barnett@state.nm.us>
Subject: [EXT] RE: Road Transfer Agreement

Thank you Javier.

Javier Rosado
City of Santa Fe
Public Works
Engineering Division Director
Jhrosado@santafenm.gov
Office - 505-955-6638
Mobile – 787-459-7659

From: Martinez, Javier, NMDOT <Javier.Martinez@state.nm.us>
Sent: Thursday, March 25, 2021 3:12 PM
To: Romero, John, NMDOT <John.Romero4@state.nm.us>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Cc: Barnett, Kenneth, NMDOT <Kenneth.Barnett@state.nm.us>
Subject: RE: Road Transfer Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will check with Ken to see when we can complete the rest. I think it is from Quail run to Rodeo that is left

Javier Martinez
NMDOT District 5
505-500-2360

----- Original message -----

From: "Romero, John, NMDOT" <John.Romero4@state.nm.us>

Date: 3/25/21 2:44 PM (GMT-07:00)

To: "ROSADO, JAVIER H." <jhrosado@santafenm.gov>

Cc: "Barnett, Kenneth, NMDOT" <Kenneth.Barnett@state.nm.us>, "Martinez, Javier, NMDOT" <Javier.Martinez@state.nm.us>

Subject: RE: Road Transfer Agreement

Hello Javier,

Please see my comments below in red.

John J. Romero, P.E.

North Region Design Manager, NMDOT

1120 Cerrillos Road

Santa Fe NM, 87504

(505)470-3777

From: ROSADO, JAVIER H. <jhrosado@santafenm.gov>

Sent: Thursday, March 25, 2021 1:45 PM

To: Romero, John, NMDOT <John.Romero4@state.nm.us>

Subject: [EXT] Road Transfer Agreement

Good afternoon John,

I have a few questions that I'll like to see if you can help or point me to right person to work with.

1. I'm working with the transfer agreement and Mark Brooks told me that there is a section of Old Pecos Trail that should have been paved according to the agreement (Section 1.2.5) and it has not been paved. Is a section about .30miles. Who I need to talk with to address the issue? Section 1.2.5 states that the road will be turned over when the improvements are made. By cc, I'll ask Ken Barnett (District 5 ADE for Maintenance) if there are plans to pave the 0.3 Miles. Can you please clarify where this is.
2. There is a bump at Cerrillos Road before and after the intersection with Rodeo Road that I'm getting constituents claims. Is NMDOT fixing this area before the transfer date? Mark Brooks told me he has been trying to get this and other areas fixed however, he was told that NMDOT was not repairing them neither transferring money to the City to do it. In keeping with the terms of the original 1989 Road Exchange Agreement this Road Transfer Agreement is based on, no further improvements will be made to the portions of Cerrillos Road that have been reconstructed. The original reconstruction of these areas are considered to be the needed improvements.

Also, I was inform that the state received approval of 300MM from the American Rescue Act Plan (ARPA). How do I know how much of this could be awarded to the city and how do I start the process?

I don't know at this point how this money is going to be distributed. That being said, the NM Legislature approved a Local Government Transportation Fund to the tune of \$1.7M. The NMDOT will be soliciting applications in the near future. This is similar to the funding the City received for the Guadalupe Bridge Rehab project.

Thanks in advance for any guidance on these issues.

Best regards,

Javier Rosado
City of Santa Fe
Public Works
Engineering Division Director
Jhrosado@santafenm.gov
Office - 505-955-6638
Mobile – 787-459-7659



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202636

Contractor: New Mexico Department of Transportation

Description: Road Transfer Agreement - transfer of road maintenance responsibilities for segments of Cerrillos Rd, St Michaels and Old Pecos Trail

Contract Agreement Lease / Rent Amendment

Term Start Date: 08/01/2021 Term End Date: 08/01/2023

Approved by Council Date: _____

Contract / Lease:

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:** _____

Fran D'Amico (Apr 20, 2021 11:09 MDT)

Apr 20, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Road Transfer NMDOT-COS No Procurement

4. **Funding Source:** N/A **Org / Object:** _____

Alexis Lotero (Apr 20, 2021 13:42 MDT)

Apr 20, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Amanda Archuleta Phone # 505-955-6631

Email: ajarchuleta@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

e) Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

h) Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW

Finance Committee: 05/03/2021
 Public Works Committee: 05/11/2021
 Governing Body: 05/12/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico


memo

DATE: April 7, 2021

TO: [REDACTED] Governing Body, May 12, 2021

VIA: Mary McCoy, Finance Director
Fran Dunaway, Purchasing Officer
Manuel Gonzales, Acting ITT Department Director


Manuel Gonzales, Acting ITT Department Director

FROM: David C. Tapia, Contracts Administrator 

SUMMARY: Amendment #1 to munis contract: 3202628 to update vendor name to reflect Insight Public Sector.

Background: ITT is requesting approval of Amendment# 1 to Munis Contract: 18-1309. In November 2018 the City of Santa Fe entered into a contractual agreement with En Pointe a reseller of Microsoft O365 with a term through November 2021. In 2020 Insight Public Sector the parent company absorbed En Pointe. Therefore, creating a necessity for amendment 1 to address the name change on contract 18-1309 Munis contract number 3201453 from En Pointe to Insight Public Sector. Due to Munis restrictions an established and posted contract cannot change the vendor in the system. In order to remedy the requested vendor name change a new contract was established in Munis under 3202628 for the final year of agreement 18-1309 and a change order to zero out the balance for Munis contract 3201453 has been submitted.

The original cost of contract was \$345,822.52. Two years of the three year contract have been paid for, a total amount of \$230,214.98. The final year of contract amount due is \$115,607.54.

The third and final Year of Contract is for the period of 11/26/2020 through 11/26/2021

BUDGET: The cost for this contract is budgeted in EAS Software Subs: 6203600.530710

Action: Please approve this Amendment# 1 to Munis Contract: 3202628.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Microsoft O365 reseller Insight Public Sector

Procurement Title: Microsoft O365

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 checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Letter of Notification of Company Name Change Attached</u>

David C. Tapia Contracts Administrator 01/20/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer Apr 20, 2021
Fran Dunaway (Apr 20, 2021 4:32 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202628

Contractor: Microsoft O365 Reseller EN Pointe a PCM Co. (Insight Public Sector)

Description: Citywide Email Upgrade to meet the needs of archiving, mobility, collaboration, compliance, and security.

Contract Agreement Lease / Rent Amendment

Term Start Date: 11/26/2018 Term End Date: 11/26/2021

Approved by Council Date: 10/22/2018

Contract / Lease: Contractual Agreement

Amendment # 1 to the Original Contract / Lease # 18-1309munis32014

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: No Extension

Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original contract for Microsoft O365 was through reseller En Pointe. The parent company Insight Public Sector absorbed En Ponte in 2020. Therefore we are requesting approval of this amendment # 1 to update vendor name on contract number 3202628 to reflect the parent company Insight Public Sector. Updated SWPA 60-000-15-00020AD to reflect Insight Public Sector is attached.

3. Procurement History: Original Contract Procured through SWPA:60-000-15-00020AA

Iron Dunning Apr 20, 2021
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amendment

4. Funding Source: EAS Software Subscriptions Org / Object: 6203600.530710

Alexis Lotero Apr 20, 2021
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410**

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Technologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

B. Pursuant to 14 (e) and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NAME CHANGE

The Contractor, En Pointe, a PCM Co, is now known as Insight Public Sector, Inc. (See Exhibit "A" attached hereto).

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber, City Mayor
DATE: _____

CONTRACTOR:
Insight Public Sector, Inc.

NAME *Lisanne Skerhiser*
TITLE *Global Compliance Officer*

DATE: 1/15/2021
CRS# 02-960205-00-0

Registration # 29398

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
6203600.530710
Business Unit Line Item *AK*



Exhibit A

February 6, 2020

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is a limited liability company whose sole member was PCM Sales, Inc. The parent company of PCM Sales, Inc. was PCM, Inc. On August 30, 2019, Insight Enterprises, Inc. acquired PCM, Inc., including all subsidiaries.

Effective August 30, 2019, En Pointe Technologies Sales, LLC became a subsidiary company of Insight Enterprises, Inc.

Insight Enterprises, Inc. is also the parent company of Insight Public Sector, Inc.

Should you have any questions or need further clarification, please contact me at lisanne.steinheiser@insight.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisanne Steinheiser".

Lisanne Steinheiser
Global Compliance Officer & Assistant Secretary



**State of New Mexico
General Services Department**

Statewide Price Agreement Cover Page

Awarded Vendor

0000013787

Insight Public Sector, Inc.

6820 South Harl Avenue

Tempe, AZ 85283

Contact: Pam Potter**Email: SLEDContracts@insight.com****Telephone No.: (480) 366-7027**Price Agreement Number: **60-000-15-00020AD**NASPO Mater Agreement: **ADSPO-16-138244**

NASPO Link:

<https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/>Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **See Attached Participating Addendum****Ship To:**

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

Procurement Specialist: **Vanessa LeBlanc**Telephone No.: **(505) 827-0266**Email: **Vanessa.LeBlanc@state.nm.us****Invoice:**

As Requested

Title: **Software VAR**Term: **March 10, 2020 thru April 7, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

TDL

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 1 of 17

1. **Scope:** This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:** *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Taxes:

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 2 of 17

5. **Retainage.**
Reserved

6. **Performance Bond.**
Reserved

7. **Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **April 7, 2021**. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-160.

8. **Termination:**

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

B. **Notice: Procuring Agency Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement,

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 3 of 17

the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

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

9. Appropriations:

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

10. Status of Contractor:

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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 4 of 17

11. Conflict of Interest; Governmental Conduct Act:

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

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

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;
- 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSP016-138244
State of New Mexico Statewide Price Agreement No.: 60-000-16-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 5 of 17

contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause 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 Clause 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 Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

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

13. 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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 6 of 17

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Penalties for violation of law:

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

15. Equal Opportunity Compliance:

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

16. 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 Procuring Agency.

17. Applicable Law:

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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSP016-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 7 of 17

18. Records and Financial Audit:

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

19. 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.

20. 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.

21. 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 State Purchasing Agent or agency or entity.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSP016-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 8 of 17

22. Notices:

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

To the Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87806

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:

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

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico 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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSP016-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 9 of 17

Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:

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

27. 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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurennewmexico.state.nm.us/>.

28. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 10 of 17

or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, 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 State 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 State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State 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.

30. 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 Procuring Agency.

31. Subcontracting:

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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 11 of 17

32. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement 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 Agreement.

33. 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 State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

34. 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.

35. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

36. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 12 of 17

37. Contractor Personnel:

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Account Executive	Sergio Torrez	sergio.torrez@insight.com
Sales Manager	Brandon Marvel	brandon.marvel@insight.com
Contracts	Pam Potter	sledcontracts@insight.com
Reporting	Virginia Mace	sledreporting@insight.com

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. 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 agency 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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 13 of 17

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 SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

39. Inspection:

If this Agreement 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.

40. Inspection of Services:

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

- A. Services, as used in this Clause, 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 State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The State Purchasing Agent or other party to this Agreement 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 State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 14 of 17

increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement 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 Agreement price to reflect the reduced value of the services performed.
- F. 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 State Purchasing Agent or other party to this Agreement may:
- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 15 of 17

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting and Fees:

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

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

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

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

Payment shall be made by check payable to the "State Purchasing Division," This contract number

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSP016-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")**

And

**State of New Mexico
(hereinafter "Participating State/Entity")**

Page 16 of 17

60-000-15-00020AD must be included on all payments and Quarterly Sales Reports.

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

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

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

44. Lease Agreements: Reserved

45. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Insight Public Sector, Inc.
Address	6820 South Harl Avenue, Tempe, AZ 85283
Contact	Pam Potter
Telephone	(480) 366-7027
E-mail	SLEDcontracts@insight.com

Participating Entity

Name	State of New Mexico
Address	1100 St. Francis Drive, Santa Fe, NM 87505
Contact	Vanessa LeBlanc
Telephone	(505) 827-0472
E-mail	Vanessa.LeBlanc@state.nm.us

**PARTICIPATING ADDENDUM
 NASPO VALUEPOINT
 Software Value Added Reseller (SVAR)
 Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
 Insight Public Sector, Inc.
 Master Agreement No: ADSPO16-138244
 State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
 (hereinafter "Contractor")**

And

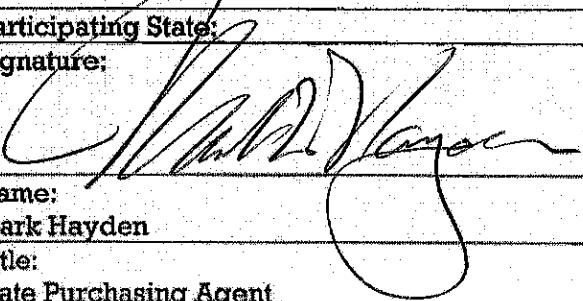
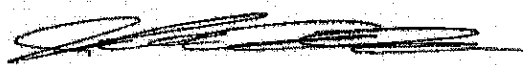
State of New Mexico
 (hereinafter "Participating State/Entity")

Page 17 of 17

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of [XXXXXX], as shown on the dedicated Insight Public Sector (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Signature: 	Contractor: Insight Public Sector, Inc. Signature: 
Name: Mark Hayden	Name: John Carnahan
Title: State Purchasing Agent	Title: SVP – Business Development
Date: 3-12-2020	Date: March 5, 2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccc@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.



Program Signature Form

MBA/MBSA number		
Agreement number	E5623598	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

* indicates required field

Microsoft Affiliate	
Signature	
Printed First and Last Name	Shirley Snyder
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Microsoft Corporation

Microsoft Corporation

OCT 30 2018

Shirley Snyder
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

51044310

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* First Joshua Last Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Bill Last Smith

Contact email address* wfsmith@santafenm.gov

Street address* 200 Lincoln Avenue

City* Santa Fe

State/Province* NM

Postal code* 87501-0909-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 505-955-6527

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill Last Smith

Contact email address* wfsmith@santafenm.gov

Phone* 505-955-6527

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC

Street address (PO boxes will not be accepted)* 18701 S. Figueroa St

City* Gardena

State/Province* CA

Postal code* 95818

Country* United States

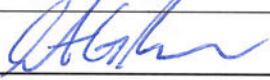
Contact name* Software Admin

Phone* 508-203-3021

Contact email address* microsoftinfo@enpointe.com

* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* 
Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact


3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.



If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

 11/15
 14/11
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

Proposal ID

0778267.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plans	
O365 GCC E3	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A

2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Enterprise

**Sub 250 Program
Amendment ID W29**

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------



By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2021

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 USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-PCM-GAUWP-20-21	CONTACT NAME PHONE (A/C, No., Ext) _____ FAX (A/C, No) _____ E-MAIL ADDRESS _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER B Sentry Insurance A Mutual Co</td> <td></td> <td>24988</td> </tr> <tr> <td>INSURER C Endurance American Insurance Company</td> <td></td> <td>10641</td> </tr> <tr> <td>INSURER D National Fire Insurance Co Of Hartford</td> <td></td> <td>20478</td> </tr> <tr> <td>INSURER E Continental Insurance Company</td> <td></td> <td>35289</td> </tr> <tr> <td>INSURER F Sentry Casualty Company</td> <td></td> <td>28460</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A Continental Casualty Company		20443	INSURER B Sentry Insurance A Mutual Co		24988	INSURER C Endurance American Insurance Company		10641	INSURER D National Fire Insurance Co Of Hartford		20478	INSURER E Continental Insurance Company		35289	INSURER F Sentry Casualty Company	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A Continental Casualty Company		20443																			
INSURER B Sentry Insurance A Mutual Co		24988																			
INSURER C Endurance American Insurance Company		10641																			
INSURER D National Fire Insurance Co Of Hartford		20478																			
INSURER E Continental Insurance Company		35289																			
INSURER F Sentry Casualty Company		28460																			

COVERAGES CERTIFICATE NUMBER: LOS-002542546-00 REVISION NUMBER: 0

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			6057351813	04/15/2020	04/15/2021	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 checked="" type="checkbox"/> ANY AUTO <input checked="" 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			6057351780	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			6057351794	04/15/2020	04/15/2021	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below			90-05749-03 (AOS)	04/15/2020	04/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
F	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			90-05749-04 (MA, WI, HI)	04/15/2020	04/15/2021	E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Technology E&O and Cyber			PRX10010993103	04/15/2020	04/15/2021	Per Claim	10,000,000
							Aggregate	10,000,000

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

CERTIFICATE HOLDER City of Santa Fe Attn: David Tapia 200 Lincoln Ave Santa Fe, NM 87501	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 of Marsh USA Inc. Kenneth Chau 

© 1988-2016 ACORD CORPORATION. All rights reserved.



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

BUSINESS REGISTRATION

Business Name: INSIGHT PUBLIC
DBA: INSIGHT PUBLIC

Business Location: 6820 S HARL AVE
GUADALUPE , AZ 85283

Owner: INSIGHT PUBLIC SECTOR INC.

License Number: 229398

Issued Date: February 15, 2021

Expiration Date: February 15, 2022

CRS Number: 02-960205-00-0

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

INSIGHT PUBLIC
6820 S HARL AVE
GUADALUPE , AZ 85283

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



City of Santa Fe New Mexico

Memorandum



Date: April 28, 2021

To: Planning Commission, Public Works Committee, and Governing Body

From: Noah Berke, Current Planning Division Manager NLB
NLB

RE: Proposed Changes to the Minimum Lot Size for Family Transfer Lot Splits

EXECUTIVE SUMMARY:

This proposal would decrease the minimum lot size for an inheritance or family transfer subdivision in which one lot is split into two lots in an area of the City where public wastewater and water services are not available. Currently, the minimum lot size for such lot splits is 2.5 acres. If this legislation is adopted, the minimum lot size for such lot splits would be 1.25 acres. The proposal includes several changes to the City's Land Development Code, as set forth in Chapter 14 of Santa Fe City Code (SFCC), including amendments to Subsection 14-3.7(F), notes 15 and 16 of Table 14-7.2-1, and Subsections 14-9.6(A) and (B).

The proposed changes would not apply to inheritance and family transfer subdivisions creating more than two lots. Under the proposal, applicants requesting an inheritance or family transfer lot split would need to provide assurances that appropriate State of New Mexico well and septic permits can be obtained and that the proposed lot split can meet all other Chapter 14 regulations. Staff estimates that these proposed changes could affect roughly 275 lots within the City.

BACKGROUND:

The City has adopted special regulations for inheritance and family transfer subdivisions, which are intended to support "the continuation of traditional patterns of land transfer and division within families and to increase affordable housing within the family group." SFCC § 14-3.7(F).

Constituents who reside within areas that have recently been annexed by the City have submitted numerous requests for lot splits for the purpose of transferring land to family members. The primary issue preventing such lot splits has been the lack of available City wastewater and water, which are currently required to divide land into a lot size of less than 2.5 acres. The proposed changes would allow such lots to be split into two lots with a minimum size of 1.25 acres, if well and septic permits can be obtained and if the lot is created by inheritance or family transfer, in accordance with applicable regulations in SFCC Section 14.3.7(F).

Under SFCC Section 14-3.3, the Planning and Land Use Department is required to review proposed amendments to the text of Chapter 14 to ensure compliance with the following criteria:

1. compliance with law;
2. consistency with the general plan;

3. consistency with other policies adopted by the Governing Body;
4. consistency with the purpose and intent of Chapter 14 and of the section being amended;
5. consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
6. consistency with any approved neighborhood conservation overlay districts.

Staff has reviewed the proposal with regard to these criteria and finds that the proposed text amendments meet the criteria. Therefore, staff recommend that the proposed amendments to Chapter 14 should be adopted.

ACTION REQUESTED:

Staff requests **APPROVAL** of the proposed changes to Subsection 14-3.7(F), notes 15 and 16 of Table 14-7.2-1, and Subsections 14-9.6(B) and 14-9.6(A).

ATTACHMENTS:

1. Bill
2. Fiscal Impact Report
3. GIS Map of Potential Affected Properties.

underscored material = new
[bracketed material] = delete

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Roman “Tiger” Abeyta

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SUBSECTION 14-3.7(F), NOTES 15 AND 16 OF TABLE 14-7.2-1, AND SUBSECTION 14-9.6(B) TO ALLOW THE MINIMUM LOT SIZE TO BE 1.25 ACRES FOR A LOT CREATED THROUGH AN INHERITANCE OR FAMILY TRANSFER SUBDIVISION AND THAT RESULTS IN ONLY ONE ADDITIONAL LOT; AMENDING SUBSECTION 14-7.2(B) TO REQUIRE ROUNDING DOWN OF THE CALCULATION OF MAXIMUM NUMBER OF DWELLING UNITS FOR A FAMILY TRANSFER SUBDIVISION WHERE NEITHER PUBLIC SEWER NOR PUBLIC WATER ARE AVAILABLE; AND AMENDING SUBSECTION 14-9.6(A) TO REQUIRE PROOF OF ADEQUATE SEPTIC AND WELL ASSURANCES PRIOR TO THE APPROVAL OF AN INHERITANCE OR FAMILY TRANSFER SUBDIVISION THAT LACKS PUBLIC SEWER AND WATER.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Subsection 14-3.7(F) of the Land Development Code (being Ord. No. 2011-37 § 3, as amended) is hereby amended to read:

1 (F) **Inheritance and Family Transfer Subdivisions**

2 (1) Purpose

3 It is the purpose of this section to support the continuation of traditional patterns of land transfer
4 and division within families and to increase affordable housing within the *family* group. This
5 section is intended to assist in the transfer of *property* from parents to children or grandchildren
6 with only those restrictions that are essential to the health, safety and welfare of the citizens of
7 Santa Fe. There is no intention to promote the resale of such *properties* outside the *family* or to
8 create favorable opportunities for developers. Standards for inheritance and *family* transfer
9 subdivisions have been written to reflect traditional *development*.

10 (2) Applicability

11 (a) A subdivision is created by inheritance if it is created by a will
12 or order of court in probate proceedings for the purpose of transmitting *property* to heirs, but not
13 for the purpose of sale or lease and not creating more than one *lot* per *family* member or violating
14 the provisions of this section.

15 (b) A subdivision is created by *family* transfer if it is created by a
16 father or mother for the purpose of transferring a *lot* or *lots* to his or her children, natural or
17 adopted, or grandchildren, or it is created by a person who has performed the function of father,
18 mother, grandfather or grandmother for the purpose of transferring a *lot* to a person for whom
19 such person has performed that function; provided that the person proposing to create the
20 subdivision and transfer the *lot* or *lots* files appropriate documentation of conveyance along with
21 an affidavit with the *county* clerk containing the following:

22 (i) a legal description of the *property* being transferred; and

23 (ii) a statement that the transferor has not made any other
24 transfers of any other *lots* to the person receiving it that would require the filing of an affidavit
25 pursuant to this section.

1 (3) Restrictions and Requirements

2 (a) Inheritance and *family* transfer subdivisions are allowed only
3 in *residential* districts.

4 (b) Any one person may receive only one *lot* total
5 by *family* transfer.

6 (c) No sale or lease of any *lot* designated on a
7 subdivision *plat* creating an inheritance or *family* transfer subdivision shall occur within three
8 years of the date of the transfer.

9 (d) The *plat* shall show the name of each *family* member to whom
10 a *lot* is being transferred. Before the final subdivision *plat* is filed, a copy of the instrument of
11 transfer to the transferee or his authorized representative must be provided to the *city*. A
12 construction *permit* shall not be issued to a *person* other than the transferee or his authorized
13 representative until the required time period is completed.

14 (e) If the *property* is transferred to a different *family* member
15 acceptable under this section within three years, the *plat* and affidavit must be amended to reflect
16 the different transferee.

17 (f) If an *owner* of a *lot* that was part of an inheritance
18 or *family* transfer subdivision applies for a subdivision, *residential development* or PUD or other
19 rezoning, then all the provisions of Chapter 14 shall apply with no special provision for the
20 prior *family* transfer subdivision.

21 (4) Procedures

22 *Applications* for inheritance or *family* transfer subdivisions creating two or more
23 additional *lots* shall be submitted to the planning commission. Only final *plat* procedures as set
24 forth in Subsection (B) of this section are required. *Applications* creating one additional *lot* shall
25 follow summary committee procedures as set forth in Section 14-2.3(E). In all cases, proof of

1 a *legal lot of record* is required as part of the submission requirement.

2 (5) Plats and Data

3 (a) An *application* for approval of an inheritance or *family* transfer
4 subdivision final *plat* shall be filed with the *land use director* and shall consist of maps that show
5 the proposed *development* layout and the related information and drawings specified by the *land*
6 *use director*.

7 (b) Every final *plat* for an inheritance or *family* transfer subdivision
8 shall contain the following legend prominently portrayed:

9 "NOTICE: This subdivision has been approved pursuant to the
10 inheritance and *family* transfer provisions of the Santa Fe City Code. Procedures for inheritance
11 and *family* transfer subdivision improvements are significantly different than for other types of
12 subdivisions. No sale or lease of any *lot* designated on this subdivision *plat* shall occur within
13 three years of the date this transfer is legally made. Any person intending to purchase a *lot* within
14 this subdivision should contact the *city* of Santa Fe *land use director*. Requests for
15 construction *permits* on illegally sold *lots* shall be denied."

16 (6) Development Standards and Required Improvements

17 Proof of compliance with the following standards is required for the approval of an inheritance
18 or *family* transfer subdivision:

19 (a) Terrain Management Regulation

20 Compliance with terrain management regulation submissions as set forth
21 in Section 14-8.2 is required.

22 (b) Design Standards

23 Subdivision design standards as set forth in Section 14-9.2 apply.

24 (c) Required Improvements

25 Inheritance and *family* transfer subdivisions shall comply with the

1 required improvements set forth in Section 14-9.2.

2 (d) Density and District Regulations

3 Except as otherwise specifically provided in the Land Development
4 Code, [H]inheritance and family transfer subdivisions are required to meet the standards for
5 use, density, building placement, height, open space, parking and other items set forth in the
6 district regulations.

7 **Section 2. The Notes of Table 14-7.2-1 of the Land Development Code (being**
8 **Ord. No. 2013-16, § 37, as amended) is amended to read:**

9
10
11
12
13
14
15
16
17 **[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**
18
19
20
21
22
23
24
25

1 **Table 14-7.2-1: Table of Dimensional Standards for Residential Districts**

2	NOTES:
3	1. Provisions of overlay districts, including historic, escarpment or neighborhood
4	districts may override standards in this table. Refer to Article 14-5 Overlay Zoning
5	Districts and zoning map.
6	2. See Section 14-7.2(B) Calculation of Allowable Dwelling Units, number
7	of <i>lots</i> created and number of <i>dwelling units</i> constructed cannot exceed
8	allowed <i>density</i> .
9	3. See also Section 14-7.2(C) Lot Size Averaging in Single-Family Subdivisions.
10	4. See Section 14-7.1(F)(4) Street Setback for Garage or Carport: A <i>garage</i> or carport
11	with a vehicle entrance facing the <i>street</i> must be set back 20 feet from
12	the <i>street property</i> line as shown in Illustration 14-7.1-3.
13	5. <i>side</i> and <i>rear required yards</i> , including the requirements in Note 6 of this Table
14	14-7.2-1, may be reduced with the concurrence of adjoining <i>property owners</i> as
15	shown on a recorded agreement, <i>plat</i> or other recorded declaration signed by the
16	adjoining <i>property owners</i> in a form approved by the <i>land use director</i> , and in
17	compliance with the Building Code as set forth in Article 7-1 SFCC 1987 Building
18	Codes; General Provisions. The <i>yard</i> reduction must be offset by provision of a
19	corresponding increase in the <i>yard</i> provided on the adjoining <i>lot</i> .
20	

21
22
23 **[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

1 6. Within ten (10) feet of a side or rear *property* line, no point on a *structure* shall be
2 higher than fourteen (14) feet above the finished *grade* at the closest point on the
3 perimeter of the *structure* . Within fifteen (15) feet of a side or rear *property* line, no
4 point on a *structure* shall be higher than twenty-four (24) feet above the
5 finished *grade* at the closest point on the perimeter of the *structure*. (Ord. No. 2013-
6 16 § 40)

7 7. See also Section 14-8.4(J)(3) Buffer for Nonresidential Development Abutting
8 Residential.

9 8. See also Section 14-7.1(B) for calculation of maximum height limits.

10 9. See Section 14-7.5 for *qualifying open space* regulations.

11 10. See Section 14-7.5 (D) for amount of *open space* required for *non-*
12 *residential* uses.

13 11. See Subsection 14-7.1(B)(1) for calculation of net *lot* area.

14 12. *Street yard* requirements apply to *lot access driveways*.

15 13. The *required rear yard* is 5 feet for the types of *accessory structures* specified in
16 Subsection 14-6.3(B)(2) that are 14 feet or less in height and that are separated
17 from *principal structures* on the same *lot* by at least 10 feet.

18 14. Except as otherwise provided in this chapter, the height limit and
19 other *development* standards for *accessory structures* are the same as for the
20 associated *principal structures* . Additional *development* standards for
21 specified *accessory* uses are found in Subsections 14-6.3(B)(2) and 14-6.3(D).

22
23
24 **[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**
25

1 15. The maximum *gross density* in districts that permit *residential* use is
2 0.4 *dwelling units* per acre if neither public sewer or water is provided, ~~and~~
3 one *dwelling unit* per acre if either public sewer or water is provided, and 0.8
4 *dwelling units* per acre if the *lot* was created through an inheritance or *family*
5 *transfer subdivision* that resulted in only one additional *lot*.

6 16. The minimum required net *lot* area for *single-family dwellings* is 2.5 acres if
7 neither public sewer ~~or~~ nor water is provided, and ~~is~~ 1 acre if either public
8 sewer or water is provided, except for a *lot* that was created through an inheritance
9 or *family transfer subdivision* that created only one additional *lot*, which may have
10 a minimum net *lot* area of 1.25 acres if the *lot* conforms to all requirements and
11 restrictions for such subdivisions and obtains well and septic assurances from the
12 State of New Mexico.

13
14 **Section 4. Subsection 14-7.2(B) of the Land Development Code (being Ord. No.**
15 **2013-16, § 37, as amended) is amended to read:**

16 (B) **Calculation of Allowable Dwelling Units**

17 Prior to any *development* approval, the maximum allowable number of *dwelling*
18 *units* shall be calculated for the site as a whole as follows:

19 (1) determine the total number of acres in the site to two decimal places, as
20 certified by a *professional land surveyor* or *professional engineer* ; and

21 (2) determine the total *flood way* acres in the site to two decimal places, as
22 certified by a *professional land surveyor* or *professional engineer* ; and

23 (3) subtract the sum of the *flood way* acres calculated in Subsection 14-
24 7.2(B)(2) from the total number of acres of the site calculated in Subsection 14-7.2(B)(1);

25 (4) multiply the remaining acres by the applicable *gross density* factor of the

1 district as shown in Table 14-7.2-1;

2 (5) for a *parcel*, any portion of which lies in the area labeled as *mountainous*
3 *and difficult terrain* on Exhibit "I" following Chapter 14 and where twenty-five percent or more
4 of the *parcel* has a natural *slope* greater than twenty percent, multiply the result calculated in
5 Subsection 14-7.2(B)(4) by 0.75;

6 (6) if the result is other than a whole number, the number shall be rounded
7 down to the nearest whole number except as set forth in Subsections 14-7.2(B)(7) or (8). This is
8 the allowable number of *dwelling units* for the site;

9 (7) if the calculation is for a *family* transfer subdivision as set forth in
10 Subsection 14-3.7(F)(2)(b) and the result in Subsection 14-7.2(B)(6) is other than a whole
11 number, the number may be rounded up if it is five-tenths or more except that the number will
12 be rounded down if neither public sewer nor water is provided;

13 (8) if the result in Subsection 14-7.2(B)(6) is other than a whole number, the
14 number may be rounded up if it is five-tenths or more; provided that the additional unit resulting
15 from the rounding up meets the requirements of *Santa Fe Homes Program (SFHP)* set forth
16 in Section 26-1 SFCC 1987 (Santa Fe Homes Program) or is a low-priced *dwelling unit* meeting
17 the requirements set forth in Section 26-2.3 SFCC 1987 (Requirements for Low-Priced Dwelling
18 Units);

19 (9) *SFHP development* incentives pursuant to Section 14-8.11(G) may
20 increase the maximum number of *dwelling units* allowed on any site; however, if
21 a *development* plan has been approved, in no case shall more *dwelling units* be constructed than
22 described on the approved *development* plan.

23 (10) The minimum net *lot* area requirement for *single-family dwellings* shall
24 be as established in Subsection 14-7.1(B)(1), Table 14-7.2-1 and Subsection 14-7.2(C); however,
25 the number of *dwelling units* , and the number of *lots* occupied by *single-family dwellings* in

1 a *residential* subdivision shall not exceed the number provided by this Subsection 14-7.2(B).

2 (11) The allowable number of *dwelling units* shall not be exceeded for the site
3 as a whole, regardless of subdivisions or *lot splits*. In the event of subdivision, including *lot split*,
4 the allowed number of *dwelling units* shall be allocated among all resulting *parcels* so that
5 no *parcel* exceeds the allowable number of units for that *parcel* calculated separately and the
6 total number of units on all *parcels* shall not exceed that of the original site as a whole. A note
7 shall be placed on the *plat* or *development* plan prior to recording the first and each subsequent
8 subdivision or *lot split* that prohibits a further increase in the number of *dwelling units* for each
9 portion of the site unless approved by the *governing body* as a rezoning action or other action
10 authorized by Chapter 14.

11 **Section 4. Section 14-9.6 of the Land Development Code (being Ord. No. 2011-**
12 **37 § 12) is hereby amended to read:**

13 **14-9.6 STANDARDS FOR INHERITANCE OR FAMILY TRANSFER SUBDIVISIONS**

14 (A) **Installation of Improvements**

15 Any improvements required to be constructed on inheritance or *family transfer*
16 subdivisions are only required to be completed at the time a construction *permit* is issued on
17 any *lot* contained in the subdivision, and not at the time of *plat* approval or recordation. A
18 financial guarantee is not required at the time of *plat* recordation. If an inheritance or family
19 transfer subdivision will result in the creation of only one additional lot and will not have public
20 sewer or water available, the applicant will be required to provide proof of appropriate well and
21 septic assurances from the State of New Mexico prior to approval of the subdivision.

22 (B) **Density and District Regulations**

23 Except as otherwise specifically provided in the Land Development Code, [F]inheritance
24 and family transfer subdivisions are required to meet the standards for
25 use, density, building placement, height, open space, parking and other items set forth in the

1 district regulations. *Densities* for newly annexed areas must conform to the *density* range
2 provisions set forth in the *general plan*.

3 APPROVED AS TO FORM:

4 
5 _____
6 ERIN K. McSHERRY, CITY ATTORNEY

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

FISCAL IMPACT REPORT

General Information:

(Check) Bill: Resolution: _____

Short Title(s): Family Transfer Minimum Lot Size

Sponsor(s): Councilor Abeyta and Councilor Lindell

Reviewing Department(s): Planning and Land Use Department

Staff Completing FIR: Noah Berke Date: 3/28/21 Phone: 955-6647

Reviewed by City Attorney:  Date: Apr 28, 2021

Reviewed by Finance Director:  Date: Apr 28, 2021
Alexis Lotero (Apr 28, 2021 09:23 MDT)

Summary:

This Bill will decrease the minimum lot size of a family lot transfer, when it involves a split of 1 lot into 2 lots. The minimum lot size without City water and sewer will decrease from 2.5 acres to 1.25 acres when the lot split is for a family member.

Departments Affected:

Planning and Land Use Department

Consequences of Not Enacting Legislation:

The minimum lot size for a family lot transfer will remain 2.5 acres if the Bill is not adopted. An estimated 275 lots throughout the City would be implicated by the adoption of this Bill.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Adoption of the Bill will provide staff new criteria to apply for lot splits of 2.5 acres or more that do not have access to both City water and wastewater, granted it satisfies all other criteria for subdivisions.

Fiscal Implications:

None identified.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE _	FYE __	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

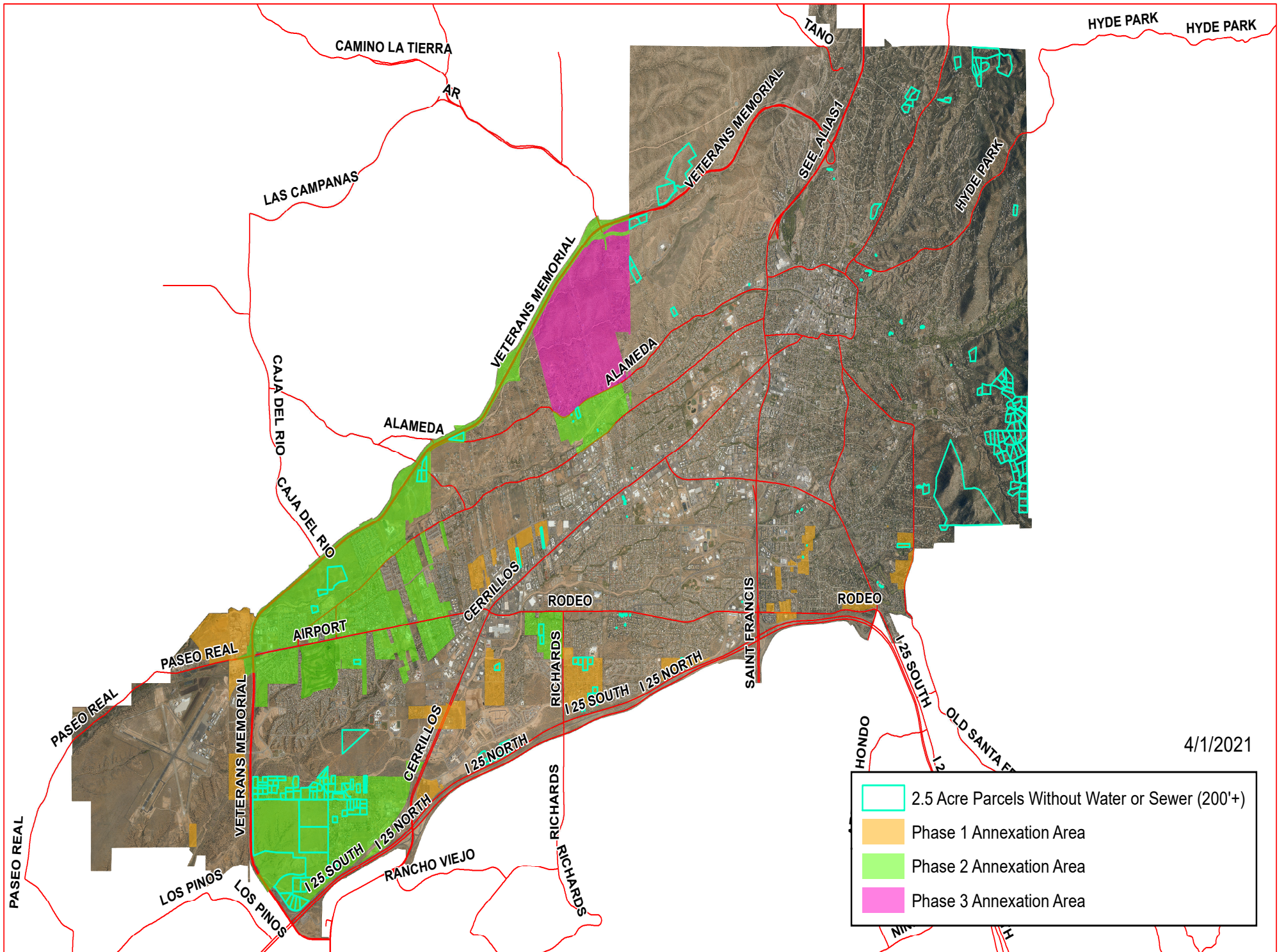
* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE ___	FYE ____	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:



4/1/2021

- 2.5 Acre Parcels Without Water or Sewer (200'+)
- Phase 1 Annexation Area
- Phase 2 Annexation Area
- Phase 3 Annexation Area

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

j) CONSIDERATION OF RESOLUTION NO. 2021-___. (Mayor Webber)
 A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Budget Analyst: ajhopkins@santafenm.gov, 955-6177)

COMMITTEE REVIEW:

Introduction: 4/28/21
 Finance Committee: 5/3/21
 Public Works and Utilities Committee: 5/11/21
 Governing Body: 5/12/21

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: April 23, 2021

TO: Finance Committee, Public Works Committee, and Governing Body

VIA: Mary T. McCoy *AL*
Finance Director ^{AL}

FROM: Andy Hopkins *AJH*
Principal Budget Analyst ^{AJH}

ITEM AND ISSUE:

Request for approval of a budget amendment resolution for the quarter ending March 31, 2021 (Third Quarter).

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2020/21 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

- A. Amendments to FY 2020/21 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed \$60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

- B. Amendments to FY 2020/21 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.
- C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2020/21 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.
- D. Summary of All Quarterly Amendments to FY 2020/21 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$8,678,937 and a net increase to the overall revenue budget of \$4,010,262. The resulting net expenditure increase of \$4,668,675 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

ATTACHMENTS:

Resolution
Resolution Detail by Fund
FIR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

RELATING TO A REQUEST FOR APPROVAL OF THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2020/2021.

WHEREAS, a Third Quarter Review of the Fiscal Year 2020/2021 Budget shows a need to obtain Governing Body review of budget adjustments made to address significant priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Exhibit A), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that authorization to implement the Third Quarter Budget Amendments be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2021.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

LOCAL GOVERNMENT DIVISION
N.M. DEPARTMENT OF FINANCE
AND ADMINISTRATION

FISCAL IMPACT REPORT

General Information:


(Check) Bill: _____ Resolution: X

Short Title(s): Third Quarter Budget Amendments, Fiscal Year 2020/2021

Sponsor(s): Mayor Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 4/23/2021 Phone: 955-6177

Reviewed by City Attorney:  Date: Apr 28, 2021

Reviewed by Finance Director:  Date: Apr 28, 2021
Alexis Lotero (Apr 28, 2021 09:21 MDT)

Summary:

The purpose of the Resolution is to make 3rd Quarter FY 2020/2021 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget would not sufficiently reflect actual revenues and expenditures. Necessary adjustments could not be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ †	\$ 0	\$ 0	N	NR	†	
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR		
Contractual/ Professional Services	\$ †	\$ 0	\$ 0				
Operating	\$ †	\$ 0	\$ 0			†	\$ †
Total:	\$ †	\$ 0	\$ 0				\$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	
Special Revenue	\$ †	\$ 0	\$ 0	NR	
CIP	\$ †	\$ 0	\$ 0	NR	
Enterprise	\$ †	\$ 0	\$ 0	NR	
Internal Service	\$ †	\$ 0	\$ 0	NR	
Trust and Agency	\$ †	\$ 0	\$ 0	NR	
Federal	\$ †	\$ 0	\$ 0	NR	
Other	\$ †	\$ 0	\$ 0	NR	†
Total	\$ †	\$ 0	\$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Attachments – Resolution Detail by Fund

Signature: Andy Hopkins
Andy Hopkins (Apr 28, 2021 10:40 MDT)

Email: ajhopkins@santafenm.gov

CITY OF SANTA FE

3RD QUARTER FY 2020/21

~ ~ ~

SUB-SECTION [A]

**AMENDMENTS TO FY 2020/21 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
<i>Council-Approved Capital Improvements Program (CIP) Budget Amendments:</i>					
330	CIP Streets & Roadways	Appropriation of reimbursement from Louis Berger Group for invoice paid twice in FY20 [CC apvd. 3/31/21, #10-f]	\$ 67,945	\$ -	\$ (67,945)
335	CIP Bond Acquisition	Appropriation of available GRT bond premiums for the RECC public safety radio system project [CC apvd. 3/10/21, #10-f]	190,471	190,471	-
355	CIP Parks and Trails	Appropriation of NM DOT TAPS Grant to support the Acequia Trail CIP project [CC apvd. 3/10/21, #11-b]	256,320	256,320	-
400	Debt Service Fund	Appropriation of available GRT bond premiums for the RECC public safety radio system project [CC apvd. 3/10/21, #10-f]	190,471	-	(190,471)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services [CC apvd. 3/31/21, #10-j]	271,094	-	(271,094)
505	Water Management	Appropriation from available balance for environmental compliance assistance services [CC apvd. 3/31/21, #10-h]	50,000	-	(50,000)
545	Airport	Appropriation of FAA/US DOT grant for the Airport taxiway G project [CC Apvd. 3/10/21, #10-d]	2,630,925	2,630,925	-
<i>Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments</i>			\$ 3,657,226	\$ 3,077,716	\$ (579,510)
<i>Other Council-Approved Budget Amendments:</i>					
100	General Fund	Appropriation from increased GRT revenue for Affordable Housing Trust Fund housing assistance subsidy payments [CC apvd. 3/31/21 #10-c]	\$ 1,500,000	\$ 1,500,000	\$ -
100	General Fund	Appropriation from increased GRT revenue for contracted weed control and medians maintenance [CC apvd. 3/31/21 #10-d]	290,000	290,000	-
221	Emergency Services	Appropriation of NM Human Services Department grant to support opiate addiction outreach services [CC apvd. 12/9/20, #10-a]	390,000	390,000	-
221	Emergency Services	Appropriation of US DHS Emergency Management Performance Grant [CC apvd. 1/13/21, #10-e]	87,580	87,580	-
240	Community Development	Appropriation from increased General Fund GRT revenue and available Affordable Housing Trust Fund balance for housing assistance subsidy payments [CC apvd. 3/31/21 #10-c]	1,800,000	1,500,000	(300,000)
240	Community Development	Appropriation from Water/Wastewater Funds to support infrastructure improvements at the Siler Yards property [CC apvd. 1/27/21, #10-h]	200,000	200,000	-
256	Youth/Recreation Programs	Adjustments to move funding for 5 youth recreation positions from Youth & Families Division to GCCC [CC apvd. 3/31/21, #10-i]	2,000	(10,000)	(12,000)
500	Waste Water Management	Appropriation from Water/Wastewater Funds to support infrastructure improvements at the Siler Yards property [CC apvd. 1/27/21, #10-h]	100,000	-	(100,000)
500	Waste Water Management	Appropriation from available balance for crane truck replacement [CC apvd. 1/27/21, #10-f]	80,660	-	(80,660)
505	Water Management	Appropriation from available balance for water meter parts/ supplies [CC apvd. 2/10/21, #10-a]	205,000	-	(205,000)
505	Water Management	Appropriation of funding from available balance for on-call paving services [CC apvd. 1/27/21, #10-d]	184,344	-	(184,344)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
505	Water Management	Appropriation from Water/Wastewater Funds to support infrastructure improvements at the Siler Yards property [CC apvd. 1/27/21, #10-h]	100,000	-	(100,000)
510	Environmental Services	Appropriation from available balance for purchase of ESD collection vehicles [CC apvd. 2/24/21, #10-c]	945,329	-	(945,329)
511	Utilities Administration	Appropriations from available balance for utility billing system support services [CC apvd. 1/27/21, #10-g & 3/31/21, #10-k]	704,845	-	(704,845)
550	Genoveva Chavez Community Ctr	Adjustments to move funding for 5 youth recreation positions from Youth & Families Division to GCCC [CC apvd. 3/31/21, #10-i]	318,960	328,960	10,000
Subtotal - Other Council-Approved Budget Amendments			\$ 6,908,718	\$ 4,286,540	\$ (2,622,178)
TOTAL - Budget Amendments Previously Approved by City Council			\$ 10,565,944	\$ 7,364,256	\$ (3,201,688)

CITY OF SANTA FE

3RD QUARTER FY 2020/21

~ ~ ~

SUB-SECTION [B]

**AMENDMENTS TO FY 2020/21 BUDGET
THAT HAVE NOT PREVIOUSLY BEEN
APPROVED BY CITY COUNCIL**

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Allocation of impact fees for planning of capital improvements	\$ 60,000	\$ 60,000	\$ -
100	General Fund	Appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades and associated services	60,000	60,000	-
100	General Fund	Appropriation of private donation to support the ongoing Circle Drive CIP project	59,301	59,301	-
100	General Fund	Re-appropriation of unspent prior year budget for the ongoing Council chambers multimedia upgrades project	32,151	-	(32,151)
100	General Fund	Appropriation from increased GRT revenue to fund Recreation Division operational needs for the remainder of the fiscal year	27,649	27,649	-
100	General Fund	Transfer from 1/2% GRT Income Fund to cover contracted CIP project engineering costs	15,000	15,000	-
100	General Fund	Appropriation for cleanup of property in violation of various City ordinances on Agua Fria	7,374	-	(7,374)
211	Franchise Fee Fund	Appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades and associated services	60,000	-	(60,000)
221	Emergency Services	Appropriation of US DHS Hazardous Materials Emergency Preparedness Grant	25,573	25,573	-
222	Fire Environmental Services	Re-budget remaining portion of wildland fire reimbursement grant	50,589	50,589	-
223	Law Enforcement	Budget correction for pass-through Municipal Court fees due to the State Administrative Office of Courts	60,000	-	(60,000)
232	Impact Fees Fund	Allocation of impact fees for planning of capital improvements	60,000	-	(60,000)
251	Library Fund	Appropriation of NM State Library/NEA Big Read Program Grant	15,000	15,000	-
251	Library Fund	Appropriation of NM State Library Grant-in-Aid for purchase of Library materials	12,952	12,952	-
258	Special Recreation Leagues	Appropriation from increased GRT revenue to fund Recreation Division operational needs for the remainder of the fiscal year	16,899	16,899	-
335	CIP Bond Acquisition	Appropriation of available GRT bond premiums to support the ongoing Bicentennial Pool CIP project	60,000	60,000	-
335	CIP Bond Acquisition	Appropriation of private donation to support the ongoing Circle Drive CIP project	59,301	59,301	-
400	Debt Service Fund	Appropriation of available GRT bond premiums to support the ongoing Bicentennial Pool CIP project	60,000	-	(60,000)
505	Water Management	Appropriation for contracted legal services for the Water Division	29,000	-	(29,000)
510	Environmental Services	Appropriation of Paper Bag Fee revenue for social media advertising and reusable bag purchases	23,000	-	(23,000)
525	Midtown Property	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	1,678,258	1,678,258	-
530	Municipal Recreation Complex	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	1,282,827	1,282,827	-
535	Parking	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	1	-	(1)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
535	Parking	Re-appropriation of unspent prior year budget for the ongoing PARCS parking control system upgrade project	114,920	-	(114,920)
540	Transit Bus System	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	(1)	-	1
560	Enterprise Debt Service	Technical correction reflecting close-out of Enterprise Debt Service Fund and relocation of debt service budgets to various enterprise funds	(7,738,475)	(7,738,475)	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			\$ (3,868,681)	\$ (4,315,126)	\$ (446,445)

CITY OF SANTA FE

3RD QUARTER FY 2020/21

~ ~ ~

SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2020/21 BUDGET**

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of the water booster station 4A/5A chiller unit	\$ 64,108	\$ 64,108	\$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for replacement of the water booster station 4A/5A chiller unit	64,108	-	(64,108)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a horizontal wood grinder	742,978	742,978	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for repair of a waste handler dozer	134,946	134,946	-
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for litter fencing/canopy	59,410	-	(59,410)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a loader rake grapple attachment	19,100	19,100	-
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a horizontal wood grinder	742,978	-	(742,978)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for repair of a waste handler dozer	134,946	-	(134,946)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a loader rake grapple attachment	19,100	-	(19,100)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 1,981,674	\$ 961,132	\$ (1,020,542)

CITY OF SANTA FE

3RD QUARTER FY 2020/21

~ ~ ~

SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2020/21 BUDGET BY
FUND**

CITY OF SANTA FE - THIRD QUARTER FY 2020/2021
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 2,051,475	\$ 2,011,950	\$ (39,525)
211	Franchise Fee Fund	60,000	-	(60,000)
221	Emergency Services	503,153	503,153	-
222	Fire Environmental Services	50,589	50,589	-
223	Law Enforcement	60,000	-	(60,000)
232	Impact Fees Fund	60,000	-	(60,000)
240	Community Development	2,000,000	1,700,000	(300,000)
251	Library Fund	27,952	27,952	-
256	Youth/Recreation Programs	2,000	(10,000)	(12,000)
258	Special Recreation Leagues	16,899	16,899	-
330	CIP Streets & Roadways	67,945	-	(67,945)
335	CIP Bond Acquisition	309,772	309,772	-
355	CIP Parks and Trails	256,320	256,320	-
400	Debt Service Fund	250,471	-	(250,471)
500	Waste Water Management	180,660	-	(180,660)
505	Water Management	839,438	-	(839,438)
510	Environmental Services	968,329	-	(968,329)
511	Utilities Administration	704,845	-	(704,845)
525	Midtown Property	1,678,258	1,678,258	-
530	Municipal Recreation Complex	1,282,827	1,282,827	-
535	Parking	114,921	-	(114,921)
540	Transit Bus System	(1)	-	1
545	Airport	2,630,925	2,630,925	-
550	Genoveva Chavez Community Ctr	318,960	328,960	10,000
560	Enterprise Debt Service	(7,738,475)	(7,738,475)	-
800	Buckman Direct Diversion	64,108	64,108	-
801	BDD Repair & Replacement Fund	64,108	-	(64,108)
810	SF Solid Waste Mgmt Agency	956,434	897,024	(59,410)
811	SWMA Equip Replacement Fund	897,024	-	(897,024)
QUARTERLY TOTAL - ALL FUNDS		\$ 8,678,937	\$ 4,010,262	\$ (4,668,675)



City of Santa Fe New Mexico

Memorandum



Date: March 24, 2021

To: Public Works/Utilities Committee: March 29, 2021
Finance Committee: April 5, 2021
Governing Body Meeting: April 14, 2021

From: Janice Krish, Economic Development Specialist *JK*

CC: Rich Brown, Director - Community and Economic Development Department *RB*

RE: Santa Fe Business Incubator Renewal Agreement

ITEM AND ISSUE:

The Santa Fe Business Incubator (SFBI) uses best practices in incubation to develop primarily high-wage, high-growth businesses that attract capital, revenue and broaden the local tax base. SFBI is located in the south side of Santa Fe at the corner of Airport Road and Paseo del Sol; SFBI provides incubation services to a variety of industry sector startups, which also includes a bioscience lab, entrepreneurship HUB and a community co-working space. This is a three-year and two month contract renewal and brings a total investment in local entrepreneurship growth to \$700,000.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), adopted in 2004, set a key goal of diversifying Santa Fe's economy. In 2012, a strategic update was completed through the City Business and Quality of Life Committee. The update focuses on entrepreneurship and business retention and expansion as a means of strengthening local business and the local economy. In December 2020 a 'Small Business Services' Invitation to Bid (ITB 21/21/B) was issued to achieve the goals of the economic development plan and implementation strategy that focused on business development/entrepreneurship. The SFBI was the sole bidder and has been a past key partner in the City's small business development. The proposal was selected based on their potential to continue to diversify Santa Fe's economy.

This program will assist early stage businesses to launch, grow and prosper in Santa Fe. The SFBI provides business training, mentoring, coaching and workshops and connects client companies to sources of capital.

ACTION REQUESTED:

The Economic Development Department recommends moving forward with the Santa Fe Incubator contract, since it will help fulfill the City's economic development mission to increase economic diversification and launch new businesses as we recover from the pandemic. The funding source for this contract is 2122800.510340. Munis Contract# 3202604.

ATTACHMENTS:

Small Business Development Services City Contract procurement packet



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202604

Contractor: Santa Fe Business Incubator

Description: **SFBI provides incubation services to a variety of industry sector startups, which also includes a bioscience lab, entrepreneurship HUB and a community co-working space**

Contract Agreement Lease / Rent Amendment

Term Start Date: When signed Term End Date: 6/30/2025

Approved by Council Date: _____

Contract / Lease:

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)

Total compensation shall not exceed \$700,000. Contractor shall be paid \$175,000 per year.

3. Procurement History: ITB/21/21/B

Iron Duro
Fran Duro (Apr 28, 2021 17:12 MDT)

Purchasing Officer Review:

Apr 28, 2021

Date:

Comment & Exceptions: amendment to ITB #21/21/B

4. Funding Source: Economic Development Fund

Alexis Lotero
Alexis Lotero (Apr 22, 2021 14:51 MDT)

Budget Officer Approval:

Org / Object: 2122800.510340

Apr 22, 2021

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Jessica Sandoval Phone # 505-955-6334

Email: jmsandoval@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Business Incubator

Procurement Title: Incubation Services - Workforce Development

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 Community & Econ Dvlpt Staff Name Janice Krish

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 type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input checked="" type="checkbox"/> | <input 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 type="checkbox"/> | Other: |

Jessica Sandoval Admn Mangager 03/23/2021

Department Rep Printed Name (attesting that all information included) Title Date


Fran Duway (Apr 28, 2021 7:12 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

Item# _____
Munis Contract# _____

City of Santa Fe Contract
Small Business Development Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Santa Fe Business Incubator 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 Santa Fe Business Incubator. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide services to support and cultivate business creation and growth which leads to job creation and the diversification and strengthening of the Santa Fe economy.

The Contractor shall provide business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

B. A program to assist and encourage individuals interested in starting a business by providing: general assistance as appropriate, connections to other entrepreneurs, collateral materials and referrals to business resources.

- C. Professional facility and shared infrastructure for early stage businesses, including office and light production spaces, meetings rooms, common areas, shared equipment, telecommunications and high-speed internet service and/or access.
- D. Operation of the shared bioscience laboratory.
- E. Promote and market SFBI and its available services and the activities of client companies through a SFBI website, social media, traditional media, outreach and presentations, and other activities and communications highlighting news and activities and SFBI and client companies.
- F. Work collaboratively with other key community economic development entities to provide additional assistance and resources for clients, and refer clients to other appropriate resources and programs in the community as needed.
- G. In order to help further a city wide effort to understand the local entrepreneurial and workforce community, programs and constituent needs, when possible SFBI agrees to align their non-confidential data collection with the city's program.
- H. Provide metrics and reports in accordance with the scope of work and continue to coordinate with the City Office of Economic Development to provide such data and reports.
- I. Provide quarterly reports which include economic impact information and the following:
 - (1) The number of client companies/entrepreneurs assisted including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.
 - (2) Number of new jobs added by clients/members. These shall be measured according to full-time annual equivalency.
 - (3) Sales and revenue, and the amount of investment attached and loans received as reported by SFBI clients/members.
 - (4) Note observations in business assistance requests and referrals, including common types of technical assistance needed (ie: concept development; financing; workforce; marketing; etc.).
 - (5) Develop and distribute surveys and feedback mechanisms for program participants to obtain input on program topics and client needs.
 - (6) Identify general industry sectors of clients/members and affiliates.

(7) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure services provided or needed.

(8) SFBI shall provide information on any notable changes to the program.

(9) Any other notable highlights, relevant trends, client service outcomes and developments regarding client companies and SFBI.

J. Provide an annual report (inclusive of the 4th quarter report). In addition to the quarterly report metrics, key metrics shall be gathered on an annual basis and aggregated in the 4th quarter report. Provide an annual impact presentation that will be submitted to the Economic Development Advisory Council (EDAC).

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01	Annual Report	\$175,000

The total compensation under this Agreement shall not exceed [\$700,000] including New Mexico gross receipts tax. The Contractor will bill annually for first fiscal year FY21 for a total amount of up to \$175,000 and in periods FY22 to FY24 on a quarterly basis, for a total annual amount of \$175,000 per fiscal year.

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 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 June 30, 2025. 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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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
Janice Krish, Economic Development
500 Market Street
Santa Fe, NM 87501

To the Contractor:

Santa Fe Business Incubator
Marie Longserre, President & CEO
3900 Paseo del Sol
Santa Fe, NM 87507

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.

42. **Succession**

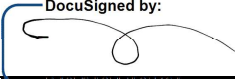
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Business Incubator

ALAN WEBBER, MAYOR

DocuSigned by:


Marie Longserre
President & CEO

DATE: _____

DATE: 3/31/2021
CRS# 02-283987-00-9
Registration # 222403

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 29, 2021 14:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2122800.510340 AL
Org.Name/Org.# AL



SANTFEB-06

AQUEZADA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Adrian Quezada PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: adrian.quezada@hubinternational.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Selective Insurance Company of America</td> <td style="border: none;">12572</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Insurance Company of America	12572	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Selective Insurance Company of America	12572														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Santa Fe Business Incubator Inc 3900 Paseo Del Sol Santa Fe, NM 87507															

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S 2304127	11/18/2020	11/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2304127	11/18/2020	11/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2304127	11/18/2020	11/18/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC9075420	10/26/2020	10/26/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

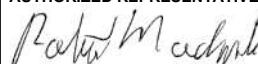
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 20 Lincoln Avenue
 Santa Fe, NM 87504-0909

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



City of Santa Fe

Invitation to Bid

Agreement

Small Business Development Services

ITB # 21/21/B

NIGP Commodity Code: 91820

Bid Due Date and Time: December 10, 2020 2:00 PM (MDT/MST)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: _____ Address: _____
dba (if applicable): _____
Co. Email: _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor’s Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
Signatory Email: _____ Phone No: _____

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):
Amendment No. ____ Dated: _____ Amendment No. ____ Dated: _____

Bids are subject to the “Terms and Conditions” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

Terms and Conditions (Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the 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. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
8. **Packing, Shipping, and Invoicing:**
 - a. The City's purchasing document number and the Contractor's name, Requesting Department'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 Requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Contractor'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 Requesting Department and NOT to the City Chief Procurement Officer.
9. **Non-Collusion:** In signing this bid the Contractor 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 CPO or his/her designee.
10. **Nondiscrimination:** Contractor doing business with the City 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).
11. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.
12. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this 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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.
13. **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 Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment.

Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

14. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

Submission of Bid: Due Date – December 10, 2020 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

The Bid is to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: purchasing@santafenm.gov.

All Bids received after the due date and time will be rejected and returned unopened.

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the CPO or his/her designee in writing.

CPO Designee contact information is:

Jessica Chavez

Telephone: 505-629-8351

Email: jjchavez@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of

expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Statement of Work

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items and/or services described herein. The terms and conditions of this Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and this Agreement number.

Only written signed orders are valid under this Agreement.

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

The prices quoted herein represent the total compensation to be paid by the City for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions:

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Amendment:

This Agreement may be amended by mutual agreement of the CPO or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this 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 CPO or his/her designee. Amendments affecting price adjustments and/or the extension of this Agreement's expiration date are not allowed unless specifically provided in the bid and agreement specifications.

Beneficiary:

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 the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Agreement.

Specifications:

Establish an Agreement for the City of Santa Fe (City) for Small Business Development Services.

Method of Award:

This Agreement is established as a source and convenience of the City. A single award will be made in the best interest of the City. It is the responsibility of the Requesting Department to utilize this Agreement to the best interest of the City.

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 in 1 year with the option to extend. This agreement shall not exceed four years.

Scope of Work:

The Contractor shall provide services to support and cultivate business creation and growth which leads to job creation and the diversification and strengthening of the Santa Fe economy.

- Provide business training, mentoring, coaching and workshops directly or in collaboration with other business development service providers.
- Host workshops on a quarterly basis
- Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.
- Provide quarterly metrics and annual reports on performance measures.
- Provide general assistance to individuals interested in starting a business by providing, connections to other entrepreneurs, collateral material and referrals to business resources.
- Provide professional facility and shared infrastructure for early stage businesses, including: office and light production spaces, conference and meeting rooms, lunch rooms, shared equipment, telecommunications, laboratories and high speed internet access.

- Promote and market services through website, social media, traditional media, in-person outreach and presentations.
- Provide referrals to other economic development entities to provide additional assistance and resources for clients.
- Provide certified business incubator documentation.
- Provide an annual performance report

Contractors Note:

The conditions and specifications set out in the Bid are inseparable and indivisible. Any contractor, by submitting a Bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Bid and all other documents required to be submitted, shall be returned by the contractor in his/her Bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Bid shall, at the discretion of the City, constitute grounds for rejection of the entire Bid. The City will not accept any added stipulation by the vendor.

The contractor(s) shall be considered an independent contractor and not an employee of the City. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the Requesting Department.

Price Schedule:

Item	Approx. QTY	Unit	Article and Description	Unit Price
1.		Quarterly	Small business development services as per the specifications	\$

Item# _____
Munis Contract# _____

City of Santa Fe Contract
Specify, Goods, Services, or Software

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and <Enter Contractor Name>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 **(Contract Name)**. "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 work:

The Contractor shall provide services to support and cultivate business creation and growth which leads to job creation and the diversification and strengthening of the Santa Fe economy.

- Provide business training, mentoring, coaching and workshops directly or in collaboration with other business development service providers.
- Host workshops on a quarterly basis
- Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.
- Provide quarterly metrics and annual reports on performance measures.
- Provide general assistance to individuals interested in starting a business by providing, connections to other entrepreneurs, collateral material and referrals to business resources.

- Provide professional facility and shared infrastructure for early stage businesses, including: office and light production spaces, conference and meeting rooms, lunch rooms, shared equipment, telecommunications, laboratories and high speed internet access.
- Promote and market services through website, social media, traditional media, in-person outreach and presentations.
- Provide referrals to other economic development entities to provide additional assistance and resources for clients.
- Provide certified business incubator documentation.
- Provide an annual performance report

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 Small business development services	Quarterly	\$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - 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 [REDACTED]. 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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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:

To the Contractor:

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:

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.

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.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR



Org.Name/Org.#

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

MODIFYING THE FREQUENCY WITH WHICH THE CITY MANAGER PROVIDES WRITTEN UPDATES TO EVERY OTHER REGULAR GOVERNING BODY MEETING WITH INFORMATION REGARDING THE COVID-19 RESPONSE FROM THE POLICE DEPARTMENT, FIRE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY WHEN SANTA FE COUNTY IS IN THE “GREEN” OR “TURQUOISE” LEVEL.

WHEREAS, Resolution 2020-51 directed the City Manager provide to provide updates to the Governing Body at every regularly scheduled Governing Body meeting, until June 30, 2021, including a written report; and

WHEREAS, the City Manager and Staff endeavor to keep the Governing Body apprised of new information regarding the City’s COVID response and new developments as they occur; and

WHEREAS, monthly written reports and presentations provide sufficient formalized reporting to the Governing Body.

1 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
2 **CITY OF SANTA FE** that, when Santa Fe County is designated as being in the “Green” or
3 “Turquoise” level as set forth by the New Mexico Department of Health Red to Green Framework,
4 or equivalent classification, the frequency of the written reports directed to be provided by the City
5 Manager in Resolution 2020-51 shall be decreased to once per month, rather than during every
6 regular Governing Body meeting. The City Manager shall continue to provide verbal presentations
7 to the Governing Body at every regular Governing Body meeting.

8 **BE IT FURTHER RESOLVED** that, if Santa Fe County returns to the “Red” or “Yellow”
9 level as set forth by the New Mexico Department of Health Red to Green Framework, or equivalent
10 classification, the City Manager shall submit written reports and verbal presentations at every
11 regular Governing Body meeting.

12 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

13
14
15 _____
16 ALAN WEBBER, MAYOR

17 ATTEST:

18
19 _____
20 KRISTIN MIHELICIC, CITY CLERK

21 APPROVED AS TO FORM:

22 
23 _____
24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2021/Resolutions/COVID Reporting Frequency Modification*




City of Santa Fe New Mexico


Memorandum



Date: April 29, 2021

To: Quality of Life Committee, Finance Committee, Governing Body

From: Jesse Guillen, Legislative Liaison 

Via: Erin McSherry, City Attorney 
EM

RE: COVID Reporting Frequency Modification

EXECUTIVE SUMMARY:

The proposed Resolution amends Resolution No. 2021-51 to change the requirement for written reports on the COVID response from every regular Governing Body meeting to every other regular Governing Body meeting.

BACKGROUND:

On December 16, 2020 the Governing Body adopted Resolution No. 2021-51 that directed the City Manager to provide written updates and presentations on the COVID response at every regular Governing Body meeting. The average number of positive cases and the positivity rate has decreased significantly since the Resolution has adopted, presenting the opportunity to reduce staff workload by requiring the written reports be produced every other regular Governing Body meeting so long as Santa Fe County remains in the Green or Turquoise level in the State's Red to Green framework.

A press release issued by the Governor's Office on Wednesday, May 28th stated that "when 60% of New Mexicans are fully vaccinated, which state modeling projects may occur as early as the end of June, the state will graduate out of the color-coded county risk system and remove most pandemic-related restrictions on commercial activities." The provisions of Resolution 2020-51 expire on June 30, 2021, at which point the Governing Body may choose to implement a new reporting Resolution that addresses the COVID situation at that time.

ATTACHMENTS:

Resolution
Fiscal Impact Report

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): COVID Reporting Frequency Modification

Sponsor(s): Councilor Cassutt-Sanchez

Reviewing Department(s): City Attorney's Office – Legislative Services

Staff Completing FIR: Jesse Guillen Date: 4/26/21 Phone: 955-6518

Reviewed by City Attorney:  Date: Apr 29, 2021

Reviewed by Finance Director: 
Alexis Lotero (Apr 30, 2021 15:44 MDT) Date: Apr 30, 2021

Summary:

The proposed Resolution would tie the frequency of written updates on the City's COVID response to the NM Department of Health's Red to Green framework. Under the current Resolution, Resolution No. 2020-51, written updates and presentations are required at every regular Governing Body meeting. The average number of reported new cases of COVID have declined significantly since the original Resolution was adopted, and the City is under the least restrictive regulations established by the State. The proposed changes would require written updates every other Governing Body meeting when Santa Fe County is in the Green or Turquoise level but would revert to every Governing Body meeting if the County experienced rising positive cases and/or an increased positivity rate resulting in the County reverting to the Red or Yellow level.

Departments Affected:

Police, Fire, Human Resources, Emergency Management and Safety, City Manager.

Consequences of Not Enacting Legislation:

The frequency of the written reports will continue at every regular Governing Body meeting.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

If the State changes the Red to Green framework or moves to a new reopening framework, the provisions of this Resolution will need to be revisited. A press release issued on Wednesday, April 28th stated that once 60% of New Mexicans are fully vaccinated, the State will move out of the existing framework and most restrictions on commercial activities will be removed. State modeling estimates this threshold to be reached as early as the end of June, the same time period for when Resolution No. 2020-51 expires.

Performance and Administrative Implications:

The legislation will reduce the time required of staff to prepare the written reports as long as Santa Fe County remains in the Green or Turquoise level.

Fiscal Implications:

None identified.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE ___	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Operating</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE ___	FYE ___	FYE ___	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____	_____	_____

Revenue Narrative:

Jean Guillen

Signature:

Email: jbg Guillen@ci.santa-fe.nm.us




City of Santa Fe, New Mexico


Memorandum



DATE: April 14, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for Approval of Change Order #1 to CIP #957 Aeration Project Bid number '20/17/B with RMCI Inc. for an increase of \$294,446.51 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1

In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance
PL# WWM2050001

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of Change Order #1 to CIP #957 Aeration Project Bid number '20/17/B with RMCI Inc. for an increase in the amount of \$294,446.51 from WWMD Enterprise Fund cash balances.

Date of Issuance:	3/31/201	Effective Date:	3/31/21
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #957
Contractor:	RMCI, Inc.	Contractor's Project No.:	2006
Engineer:	Carollo Engineers, Inc.	Engineer's Project No.:	11283A.20
Project:	Paseo Real Wastewater Treatment Plant – Aeration Improvements	Contract Name:	Paseo Real Wastewater Treatment Plant – Aeration Improvements


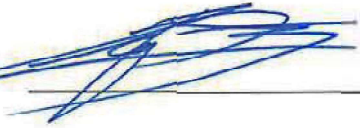
The Contract is modified as follows upon execution of this Change Order:

1. Modifications to Specification Section 01140 – Work Restrictions.....	No Cost
2. Additional Sludge Hauling – North Aeration Basin.....	\$80,625.00
3. COP No. 2 - Revise Model of Centrate Pumps to Match Digester Pumps	\$11,994.77
4. COP No. 3 - Revisions to Electrically Actuated Valve Schedule	\$ 6,186.07
5. COP No. 4 – Revise EQ Tank Sump Pump from Duplex to Simplex	\$(27,450.80)
6. COP No. 5 – Provide Remote Transmitters for Thermal Mass Flow Meters	\$34,445.90
7. COP No. 6 – Upsize Misc. Electrical Conduits in Ductbanks	\$11,538.16
8. COP No. 8 – Additional Pumps Required for By-pass Pumping – North Aeration Basin	\$60,900.98
9. COP No. 9 – Modifications to Scum Trough Discharge Piping	\$ 477.14
10. COP No. 10 – Concrete Equipment Pad for LCP-220	\$ 2,583.79
11. COP No. 11 – Replacement of Existing Aeration Basins Air Piping Supports	\$84,901.97
12. COP No. 12 – Clean Existing Diffuser Grid Piping – North Basin, Pass A-2	\$ 5,332.71
13. New Mexico Gross Receipts Tax @ 8.4375%	<u>\$22,910.82</u>
	TOTAL \$294,446.51

Attachments: *Change Order No. 1 Justification Summary with RMCI Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 11,661,233.20 (Inclusive of NMGR)</u>	Original Contract Times: <u>481 Calendar Days</u>
<u>Increase</u> from previously approved Change Orders <u>\$ N/A</u>	<u>Increase</u> from previously approved Change Orders <u>N/A</u>
Contract Price prior to this Change Order: <u>\$ 11,661,233.20 (Inclusive of NMGR)</u>	Contract Times prior to this Change Order: <u>481 Calendar Days</u>

<u>Increase of this Change Order:</u> \$ <u>294,446.51</u> (Inclusive of NMGR)	<u>Increase of this Change Order:</u> <u>52 Calendar Days</u>
<u>Contract Price incorporating this Change Order:</u> \$ <u>11,955,679.71</u> (Inclusive of NMGR)	<u>Contract Times with all approved Change Orders:</u> <u>533 Calendar Days</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By: _____	By: 
Carollo Engineers, Inc.	City of Santa Fe, NM	RMCI, Inc.
Title <u>Senior Client Service Manager</u>	Title _____	Title <u>President/CEO</u>
Date <u>April 31, 2021</u>	Date _____	Date <u>3-31-21</u>

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY
CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 20, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director
Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:04 MDT)

MARY MCCOY, FINANCE DIRECTOR
5000375.572970

AJH
AJH



Project No. 101065

Change Order No. 1 Justification

JUSTIFICATION

Modifications to Specification Section 01140 – Work Restrictions	Amount: \$ No Cost
<p>Description of Change:</p> <p>Specification Section 01140 – Work Restrictions, limited the months of the year that the contractor could have an aeration basin out of service. Work requiring drainage of a basin was restricted to the months between the beginning of May and the end of October. Restricting the drainage of a basin to the warmer months of the year was done to provide the City the ability to adequately treat the total flow of the plant through one aeration basin. During the winter months prior to the execution of the contract, the City had successfully treated the total flow of the plant utilizing one basin. Because the City demonstrated the ability to effectively treat the plant’s total flow through one basin year-round, the City elected to eliminate the restraint on the time of year an aeration basin could be removed from service and drained.</p>	
Additional Sludge Hauling – North Aeration Basin	Amount: \$ 80,625.00
<p>Description of Change:</p> <p>The contract contains an allowance for the removal of sludge built-up on the bottom of the north and south aeration basin when each basin is drained. An estimate was made as to the total quantity of sludge that would be present in the basins and was used to set the quantity of the allowance in the bid form. The estimate of the total quantity of sludge to be removed from both basins was 365 cubic yards. It was derived based on previous experiences of the City when removing basins from service and observing the quantity of sludge remaining in the drained basin. Upon the draining of the north basin, it became evident that the amount of sludge remaining in the basin was significantly more than anticipated. The contractor was directed to remove all the sludge from the basin and would be compensated for the removal based on the unit price provided with the bid. The final quantity of sludge removed from the basin was 580 cubic yards which represented 215 cubic yards more than the total estimated quantity of sludge for both the north and south basin.</p>	



<u>COP No. 2: Revise Model of Centrate Pumps to Match Digester Pumps</u>	<u>Amount:</u> \$ 11,994.77
<u>Description of Change:</u> The City requested to have the pumps associated with the equalization tank revised to be the same manufacturer and model number as the pumps installed at the new digester complex. This change would reduce the number of spare parts required to be warehoused by the City. Borger pumps were installed at the new digesters. They are model number CL 390 with 10 hp motors and operate in a flow range of 125 to 250 gpm. Carollo determined that the requested pump will operate in the flow and pressure ranges designed for the equalization pump system.	
<u>COP No. 3: Revisions to Electrically Actuated Valve Schedule</u>	<u>Amount:</u> \$ 6,186.07
<u>Description of Change:</u> The Intelligent Actuator Schedule as depicted in Specification Section 13447 was incorrect. The type of valve and valve sizing on various valves were depicted incorrectly. An updated schedule is provided as part of a Design Clarification and further refined in responses to Requests for Information.	
<u>COP No. 4: Revise EQ Tank Sump Pump from Duplex to Simplex</u>	<u>Amount:</u> \$ (27,450.80)
<u>Description of Change:</u> The sump pump system in equalization tank the pump station was changed from a duplex pump system to a simplex (1 pump) system. Addendum No. 2 to the project erroneously changed the sump pump system from a simplex to a duplex system. A simplex system is required for the configuration of the sump. The NEMA 7 Vendor Control Panel was also deleted as it is not required because the drawings provide for the MCC to have a full voltage non-reversing starter and a local control panel.	
<u>COP No. 5: Provide Remote Transmitters for Thermal Mass Flow Meters</u>	<u>Amount:</u> \$ 34,445.90
<u>Description of Change:</u> The ISA data sheet in Section 17305 for the thermal mass flow meters shows the transmitter as integral, as does detail NF112 on Drawing 99TN01. Drawing 22E04 shows the flow element as being remote from the transmitter for: FE/FIT-22-01-3, 5, 8, 13 and FE/FIT-22-02-3, 5, 8, 13. This change was to revise the thermal gas flowmeters so that they would be provided with remote indicators.	
<u>COP No. 6: Upsize Misc. Electrical Conduits in Ductbanks</u>	<u>Amount:</u> \$ 11,538.16
<u>Description of Change:</u> Specification section 16130-3.03.-D.2.d shows a minimum ductbank conduit size of 2" for all ductbank conduit. The conduit ID labels shown on drawing 02E01 and the conduit schedules show conduits smaller than 2". Conduits L-83-030, L-83-031, L-83-032, and S-22-003 have been revised from ¾" to 2".	



COP No. 8: Additional Pumps Required for By-pass Pumping – North Aeration Basin	Amount: \$ 60,900.98 Time Extension: 20-days
Description of Change: <p>Specification Section 01140 1.06.C.2 shows the bypass pumping requirements for the project. This section specified a minimum flow of one and one-half (1 ½) million gallons per day with a maximum flow of ten (10) million gallons per day, and an average flow of six and one-half (6 ½) million gallons per day. The bypass system was to be set up from the anoxic basin to the north aeration basin (in operation) and was provided with a one hundred (100) percent redundancy. RMCI confirmed this peak flow with the City (Alan MacGregor) prior to bringing out the bypass system. RMCI brought out two (2) pumps capable of ten (10) million gallons per day peak flow per pump. Upon startup of these pumps, it was found that the by-pass system could not keep up with the peak flow in the Anoxic Basin with one pump. With two (2) pumps operational, the by-pass system was still unable to keep up with the incoming flows. RMCI worked with the pump manufacturer to trouble shoot the pumps. The pump manufacturer insisted the issue was not with the pumps or the set-up of the bypass. RMCI ordered two (2) in line flow meters to monitor the amount of fluid being pumped and installed these flow meters on the bypass, using them in conjunction with two doppler flow meters. The flow meters proved one pump could handle ten (10) million gallons per day and two pumps could handle twenty (20) million gallons per day. There was substantially more flow being introduced in the anoxic basin verses what was specified. The numbers provided in the Specifications did not include the RAS return of five (5) million gallons of fluid per day. In addition, the plant was back feeding from the aeration basin to the anoxic basin through the MLS return valves. Once plant operations were able to isolate the valves, RMCI was able to keep up with the peak flow with two (2) pumps running simultaneously (this included the additional flow coming from the RAS return). Using both pumps did not allow for any redundancy. Design Clarification No. 005 and Work Change Directive No. 001 was issued to reduce the redundancy to fifty (50) percent and authorized RMCI to rent a third pump.</p>	
COP No. 9: Modifications to Scum Trough Discharge Piping	Amount: \$ 477.14
Description of Change: <p>The centerline elevation for the scum trough was revised after the design phase to accommodate the various operating regimes of the aeration basins. The information to determine water surface elevations in the aeration basins under all operating schemes was not available during design. It could only be obtained from observation of operating the plant with only one aeration basin in service. This revision resulted in other changes to the scum trough system that were detailed in a Design Clarification. These modifications include:</p> <ol style="list-style-type: none">1. Location of the scum trough moved approximately 10'-4" from the centerline of the scum manhole.2. The centerline of the scum trough is at elevation -2.26. This is based on a reference elevation of 0.00 for the top of exterior wall of the aeration basin.3. Addition of a 12" gate valve to the discharge piping.4. Scum pipe material changed from SST to PVC – SDR 35 with push on joints.	



- 5. Addition of a Fernco coupling at the discharge of the scum trough from the aeration basin.
- 7. Revisions to the layout of the stairs and platform.

COP No. 10: Concrete Equipment Pad for LCP-220	Amount: \$ 2,583.79
---	----------------------------

Description of Change:

LCP-220 requires an equipment pad. The contract Documents did not call out for an equipment pad for this LCP. This change is for a concrete equipment pad to be placed under LCP-220.

COP No. 11: Replacement of Existing Aeration Basins Air Piping Supports	Amount: \$ 84,901.97 Time Extension: 30 days
--	---

Description of Change:

The pipe supports for the existing air piping in both the north and south aeration basin are corroding and past their useful life. The contractor was directed to replace all of the existing aluminum pipe supports with stainless-steel pipe supports on the existing air piping in the north and south aeration basins. A total of 80 pipe supports were installed.

COP No. 12: Clean Existing Diffuser Grid Piping, North Basin, Pass A-2	Amount: \$ 5,332.71 Time Extension: 2 days
---	---

Description of Change:

The continuous purge piping had broken from the manifold header and allowed sludge to get into the PVC manifold and grid piping and dry. RMCI disassembled the grid distribution piping, at the spline joints, and each twenty-foot section was cleaned using a pressure washer with a jetting nozzle and extended wand. The manifold piping was disconnected from the stainless-steel piping and the tee near the stainless-steel connection was rotated to allow for drainage. The jetting nozzle of the pressure washer was inserted into each end of the distribution grid openings allowing the cleaning to take place. The continuous purge piping was reconnected to the manifold end cap and the O-rings were replaced when the grid distribution piping was reassembled.

END OF DOCUMENT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201962

Contractor: RMCI Inc.

Description: Anaerobic Digesters
WWM2050001

Contract Agreement Lease / Rent Amendment

Term Start Date: 5/27/20 Term End Date: 6/30/24

Approved by Council Date: 5/27/20

Contract / Lease: Contract

Amendment # Change Order #1 to the Original Contract / Lease # 20-0251

Increase/(Decrease) Amount \$ 0294,446.51

Extend Termination Date to: Increase contract amount and scope

Approved by Council Date: Pending

Amendment is for: term extension

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract #20-0251 \$11,661,233.20

3. Procurement History: 20/17/B

John Dineen
John Dineen (May 3, 2021 8:20 MDT)

Purchasing Officer Review: _____ Date: May 3, 2021

Comment & Exceptions: Amend-C/O to increase comp and scope

4. Funding Source: WWMD CIP Enterprise Fund Org / Object: 5000375.572970

Andy Hopkins
Andy Hopkins (Apr 29, 2021 14:07 MDT)

Budget Officer Approval: _____ Date: Apr 29, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: RMCI, INC.

Procurement Title: CIP# 957 Aeration Improvement Project

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 Public Utilites/Wastewater Staff Name Mike Dozier

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

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

Mike Dozier, WWMD Director 
Michael Dozier (Apr 19, 2021 13:37 MDT)

4-19-21

Department Rep Printed Name (attesting that all information included)	Title	Date
<u></u>	Chief Procurement Officer	May 3, 2021

Purchasing Officer (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, New Mexico


Memorandum



DATE: April 14, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for Approval of a BAR to fund Change Order #1 to CIP #957 Aeration Project Bid number '20/17/B with RMC Inc. for an increase of \$294,447 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1

In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375

Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of a BAR to fund Change Order #1 to CIP #957 Aeration Project Bid number '20/17/B with RMCI Inc. for an increase in the amount of \$294,447 from WWMD Enterprise Fund cash balances.

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Waste Water					4/19/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
WWMD Treatment Plant	5000375	572970	WWM2050001	294,447		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo

\$ 294,447	\$ -
------------	------

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract change order #1 with the RMCI Inc for Aeration Project

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(294,447)
TOTAL:	(294,447)

Maya Martinez Prepared By {print name}	4/19/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<div style="text-align: right;">  <small>AJH (Apr 19, 2021 15:50 MDT)</small> </div>
<div style="text-align: right;">  <small>Michael Dozier (Apr 19, 2021 13:37 MDT)</small> </div>	4-19-21 Date	CITY COUNCIL APPROVAL	Budget Officer Date
Division Director Signature {optional}	4/19/21 Date	City Council Approval Date	Finance Director {≤ \$5,000} Date
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000} Date



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

BUSINESS REGISTRATION

Business Name: RMCI INC
DBA: RMCI INC

Business Location: P.O. BOX 91447
ALBUQUERQUE, NM 87199

Owner: RMCI INC

License Number: 223524

Issued Date: December 09, 2020

Expiration Date: December 09, 2021

CRS Number: 02157665003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

RMCI INC
P.O. BOX 91447
ALBUQUERQUE, NM 87199

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2021

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) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Kenly Smith PHONE (A/C, No, Ext): (505) 262-9473 FAX (A/C, No): E-MAIL ADDRESS: kenly.smith@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED RMCI, Inc. P.O. Box 91447 Albuquerque, NM 87199	INSURER A : The Phoenix Insurance Company 25623	
	INSURER B : Charter Oak Fire Insurance Company 25615	
	INSURER C : The New Mexico Contractors Comp Trust Self-Insurance Fund	
	INSURER D : Travelers Property Casualty Company of America 25674	
	INSURER E : St. Paul Surplus Lines Insurance Company 30481	
INSURER F :		NAIC #

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.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Deductible \$2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	DT-CO-6013B636-PHX-21	2/1/2021	2/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-3L405486-21-26-G	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0041A	1/1/2021	1/1/2022	<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
D	Builders Risk			QT-660-143D2218-TIL-21	2/1/2021	2/1/2022	Max Per Project	30,000,000
E	Pollution			ZCE-16N73520	2/1/2021	2/1/2022	Ded \$25,000	2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave Room 122 Santa Fe, NM 87505	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 
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services (SOW)		License # 0757776	NAMED INSURED RMCI, Inc. P.O. Box 91447 Albuquerque, NM 87199
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
If required by contract:

General Liability: Blanket Additional Insured applies per endorsement attached/Primary Liability applies per GL coverage form attached/Engineer as An Additional Insured applies per endorsement attached/Waiver of Subrogation applies per endorsement attached/ Cancellation provision per endorsement attached

Automobile Liability: Blanket Additional Insured applies per endorsement attached/Blanket Waiver of Subrogation applies per endorsement attached

Workers Compensation: Blanket Waiver of Subrogation applies per endorsement attached/Cancellation Provision applies per endorsement attached

RE: Wastewater Aeration System Improvements Project

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **RMCI, 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.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Construction services to upgrade the wastewater aeration system at the Paseo Real Wastewater Treatment Plant. The contractor shall provide services to install pre-furnished equipment and those furnished by the Contractor as specified in the plan drawings and specifications.

2) The aeration improvements associated with the above mentioned construction work are, but not limited to, work within the facility buildings, aeration diffusers, laterals, headers, control valves, blowers, variable frequency drives, airflow meters, construction of an equalization tank, HVAC, SCADA interfacing equipment for upgraded aeration processes and existing process analyzers, electrical system and controls, wiring, system controls and equipment, internal and external (yard) piping, utility extensions (Electrical Power/Auxiliary Power), scum removal system (selectors and aeration basins) replacement, upgrades to plant drain, piping, controls, and instrumentation.

3) Construction work for this project will need to meet specific milestone dates to ensure permit requirements can be met into 2021.

4) The construction services shall be scheduled and coordinated with City staff so the work during the project does not interrupt the City's ability to meet its current permit requirements as one aeration basin will be placed out of service at a time for construction work to be performed within the two basins.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

1) Implement the design of the improvements, as described in the Plans and Specifications for the project, the Contractor will provide improvements to the Paseo Real facilities that will assure the efficient and effective operation of the Paseo Real biological treatment process, in compliance with the facilities standard operating procedures, and meet applicable discharge permit requirements.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and amount not to exceed ten million seven hundred fifty three thousand eight hundred seventy five dollars (\$10,753,875), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **nine hundred seven thousand**

three hundred fifty eight dollars and twenty cents (\$907,358.20) 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 eleven million six hundred sixty one thousand two hundred thirty three dollars and twenty cents (\$11,661,233.20). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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.

C. 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. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This agreement shall begin on date approved by the City, and end on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of

termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

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

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. 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.

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the 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.

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

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

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 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.

19. 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 Section 38-3-1 (G) NMSA 1978. 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.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

22. Other 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. Required Insurance:

Contractors required insurance as described in Exhibit A attached hereto and incorporated within.

B. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

C. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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.

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 Agreement's term and effect and retain them

for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. 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.

26. 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.

27. 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.

28. Notices.

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

City of Santa Fe:
Waste Water Division Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
RMCI, Inc.
6211 Chappell Road NE
Albuquerque, NM 87113

29. **Authority.**

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

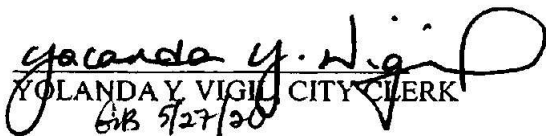
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 6/1/2020

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
6/1/20

CITY ATTORNEY'S OFFICE:

 4/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


MARY MCCOY, FINANCE DIRECTOR
5000375.572970

CONTRACTOR:
RMCI, Inc.

See Attached
NAME

TITLE

DATE:
CRS#02-157665-003
Registration # 19-00110047

City of Santa Fe:
Waste Water Division Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
RMCI, Inc.
6211 Chappell Road NE
Albuquerque, NM 87113

29. **Authority.**

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

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

YV 6/27/20

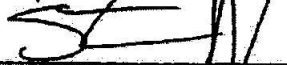
CITY ATTORNEY'S OFFICE:


4/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


MARY MCCOY, FINANCE DIRECTOR
5000375.57297

CONTRACTOR:
RMCI, Inc.


NAME Steven J. Duffy
Vice President of Estimating
TITLE

DATE: 6/2/2020
CRS#02-157665-003
Registration # 19-00110047

GB PUD AMENDMENT 1 TO RMCI #20-0251

Interim Agreement Report

2021-04-29

Created:	2021-04-21
By:	Lailah Herrera (lherrera@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAACWtuao0mh0YqMIGtW2dQilk-tghMyo

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB PUD AMENDMENT 1 TO RMCI #20-0251" History

 Document created by Lailah Herrera (lherrera@ci.santa-fe.nm.us)

2021-04-21 - 3:01:57 PM GMT- IP address: 63.232.20.2

 Document emailed to aclotero@santafenm.gov for signature

2021-04-21 - 3:12:32 PM GMT




City of Santa Fe, New Mexico


Memorandum



DATE: April 12, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 

FROM: Michael Dozier, Wastewater Management Division Director 

ITEM AND ISSUE:

Recommend the approval of Amendment #2 with Carollo Engineers, Inc. in the amount of (\$126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

BACKGROUND AND SUMMARY:

The Aeration Project began design soon after completion of the 2018 Nutrient Study. Carollo Engineers, Inc. after bid, received award for design and construction overview of the now in progress Aeration Project. The Aeration Project focuses on modification of effluent nutrient removal, added technological controls for facility operations, waste flow modifications, and process optimization.

Changes and modifications requested in Amendment#2 are as follows:

Task and Sub-Task Description	TOTAL PROJECT COSTS	
Task 11	Construction Administration and Inspection	\$126,353
11.3	Shop Drawings, Request for Information, Design and City Related Change Orders	
11.3.1	Shop Drawings	\$61,050
11.3.2	Design	
11.3.2.1	Turblex Blower Building Roof Replacement Design	\$19,662
11.3.2.2	Turblex Blower Building HVAC Replacement Design	\$33,578
11.3.2.3	Dissolved Oxygen and Ammonia Analyzers Manufacturer Change - Hach to YSI	\$4,629
11.3.3	City Related Change Orders	\$7,434
Total		\$126,353

PROCUREMENT METHOD:

Procurement method: Construction Bid

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

FUNDING SOURCE:

Munis Org Name/Number: WW Engineering/5000375

Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of Amendment #2 with Carollo Engineers, Inc. for (\$126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#18-1065, #20-0630**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 26, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "D" titled Change Order #1 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred twenty six thousand three hundred fifty three (\$126,353.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred eighty thousand four hundred fifty thousand dollars (\$780,450), plus applicable gross receipts taxes as described in Exhibit D attached hereto

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:

Carollo Engineers, Inc.



NAME

John Rehring John Doller

TITLE Vice President Senior Vice President

Date: 4/23/21

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 19, 2021 11:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5000375.572960
Business Unit/Line Item

PL # WWM2050001

Memorandum



To: Mr. Michael Dozier
WWM Division Manager
City of Santa Fe

Date: April 6, 2021

From: John Doller, P.E.
Carollo Engineers, Inc.

Project: Professional Services Agreement 18-1065
Paseo Real WWTP Aeration Improvements Project

Subject: Construction Administration and Inspection Services
Change Order No. 1

In accordance with the Professional Services Agreement 18-1065, Carollo Engineers, Inc. is prepared to provide services detailed in the attached Change Order No.1 to the Agreement.

Compensation for these services shall be *lump sum*.

The total for the additional services associated with this change order is one hundred twenty-six thousand, three hundred fifty-three dollars (\$126,353.00), exclusive of New Mexico Gross Receipts Tax. The attached proposal provides details on the scope of services and fee computations.

Sincerely,

A handwritten signature in blue ink, appearing to read "John D. Doller", is written over a solid black horizontal line.

John D. Doller, P.E.
Senior Client Services Manager
Carollo Engineers, Inc.



City of Santa Fe
PASEO REAL WASTEWATER TREATMENT PLANT
AERATION SYSTEM IMPROVEMENTS PROJECT
Construction Administration and Inspection Services
Additional Services No. 1

SCOPE OF SERVICES

March, 2021

GENERAL DESCRIPTION

The *Nutrient Loading and Removal Optimization Study* (Carollo, 2018) completed a tiered evaluation of how the facility will be able to meet in a step-wise function future anticipated discharge permit requirements for total nitrogen (TN) and total phosphorus (TP).

The design of upgrades to the Aeration System (Tier 1), has been completed and is about to enter the construction phase. The City of Santa Fe has made a request for Carollo Engineers, Inc. to increase the level of participation during construction to augment City staff and assist in the completion of activities associated with the City.

During the final stages of design, the City of Santa Fe wanted to add scope of work to the project to replace the roof of the Turblex Blower Building. A decision was made to delay the design of the roof replacement until after project award to avoid a delay in the start of construction. An allowance was included in the bid schedule to cover the estimated cost of the roof replacement. Design drawings and specifications will be prepared by Carollo and provided to the Contractor for pricing.

There are other scope items either being added to the current project scope that have not been accounted for in the original construction administration and inspection services scope of services.

The following Scope of Services describes the additional professional services provided by Carollo Engineers, Inc. Inc., (ENGINEER) for the City of Santa Fe, New Mexico (OWNER) Paseo Real Wastewater Treatment Plant Aeration System Improvements Project, Construction Administration and Inspection Phase Services (Project) to accommodate the changes in project scope.

BASIC SERVICES

The purpose of this Scope of Work is to provide the OWNER additional construction phase services (including design services as required) for the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project. The Basic Services portion of the Scope of Work consists of construction administration and inspection services during construction.

The following tasks are amended as part of this additional Scope of Services:

Task 11 - Construction Administration and Inspection

Only subtasks under Task 11 that were either added or amended as a part of this Scope of Services are shown below. If a subtask associated with Task 11 as depicted in the original Scope of Services is not shown below, it is not amended and remains as originally contracted.

PROJECT DURATION

This additional Scope of Services and associated Fee Proposal is based on a total project duration of 16 months from the Contractor's Notice to Proceed date as issued by the OWNER to the date of Substantial Completion. The Contractor Notice to Proceed was issued for July 20, 2020 with a corresponding substantial completion date of November 12, 2021.

COMPENSATION

The Fee Proposal associated with this Scope of Services is attached as Exhibit A.

Compensation is on a Lump Sum basis. Monthly invoices will be based on percent complete for each task.

Total compensation for this Scope of Work shall not exceed \$125,539.00 (one hundred twenty-five thousand, five hundred and thirty-nine dollars) without written authorization from the OWNER.

TASK 11 – CONSTRUCTION ADMINISTRATION AND INSPECTION

Task 11.2 – Construction Inspection, Special Inspections, Progress Payments

Task 11.3 – Shop Drawings, Request for Information, Design and City Related Change Orders

Task 11.3.1 – Shop Drawings

The ENGINEER will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. The ENGINEER's review shall be for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. The ENGINEER will receive and review (for general contents as required by the Contract Documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

The Final Contract Documents as issued for construction will require the review of approximately 135 submittals. This task accounts for an additional 55 submittals from the original contracted quantity of 80 submittals. The total number of additional submittals is based on a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of first submittals will require two (2) reviews.

Task 11.3.2 – Design

Task 11.3.2.1 – Turblex Blower Building Roof Replacement Design

The ENGINEER will develop a design for the replacement of the roof on the Turblex Blower Building.

The ENGINEER will participate in a site inspection of the Turblex Blower Building roof and review any existing record information on the design of the existing roof.

The ENGINEER will prepare technical specifications to address the performance requirements for the roof; and the specifications will also address such issues as submittal requirements, construction, and sequencing and constraints. The design of the replacement roof will be based on a TPO (Thermoplastic polyolefin) roofing system including insulation, cover board, and a membrane.

The specifications for the roof replacement will be reviewed with the OWNER prior to issuance to the Contractor for pricing. All comments received from the OWNER during the review will be incorporated into the final set of documents.

The ENGINEER will issue the roof replacement specifications to the Contractor for pricing. The ENGINEER will make efforts to negotiate an acceptable price for the work with the contractor. The ENGINEER will prepare a change order to the contract to authorize the use of the Allowance in the contract for the work.

The OWNER has determined through an independent investigation that asbestos exists in the sealant used for sealing roof penetrations. The ENGINEER will include provisions in the technical specifications for the contractor to remove all material containing asbestos in accordance with all local, State, and Federal regulations governing the handling, removal, and disposal of materials containing asbestos. The technical specifications will also include a copy of the pre-renovation asbestos survey conducted for the OWNER by Keers Environmental, LLC (December 16, 2020)

Task 11.3.2.2 – Turblex Blower Building HVAC Replacement Design

The ENGINEER will develop a design for the replacement of the three (3) roof mounted evaporative coolers on the Turblex Blower Building.

The ENGINEER will meet with the OWNER to define the scope for replacement of the HVAC system.

An analysis will be conducted to determine the required capacity of the units to provide maximize cooling in the blower building. Drawings and specifications for the evaporative cooler replacement will be reviewed with the OWNER prior to issuance to the Contractor for pricing. Comments received from the OWNER during the review will be addressed in preparing the final set of documents.

The ENGINEER will issue the evaporative cooler replacement drawings and specifications to the Contractor for pricing. The ENGINEER will make efforts to negotiate an acceptable price for

the work with the contractor. The ENGINEER will prepare a change order to the contract to authorize the work.

Task 11.3.2.3 – Dissolved Oxygen and Ammonia Analyzers Manufacturer Change – Hach to YSI

The original design for the Dissolved Oxygen (DO) and Ammonia analyzers was based on Hach, as directed by the OWNER to match existing analyzers. During construction, the OWNER requested that the manufacturers for the DO analyzers be changed from Hach to YSI. To accommodate this change, the original design had to be revised. These revisions were issued to the contractor in a Design Clarification. The revised design elements included:

- Development of specifications for the YSI DO and Ammonia analyzers
- Addition of conduit and wires to accommodate YSI analyzers
- Revise conduit schedule to accommodate YSI analyzers
- Revisions to circuit breakers to accommodate YSI analyzers
- Revise electrical and instrumentation drawings to accommodate YSI analyzers (18 drawings total)
- Revisions to circuit breakers to accommodate YSI analyzers

Task 11.3.3 – City Related Change Orders

The ENGINEER will prepare change order documents for the two scope of work additions to the project detailed in Tasks 11.3.2.1. and 11.3.2.2 and 11.3.2.3.

The ENGINEER will provide required drawings, specifications, and other supporting data, in the preparation of the change orders.

The ENGINEER will prepare and submit change order for the OWNER's approval and acceptance.

END OF DOCUMENT

City of Santa Fe
Paseo Real Wastewater Treatment Plant

March 2021

Construction Administration and Inspection Services
Additional Services Request No. 1

Fee Proposal

11283A-20

Task and Sub-Task Description	LUMP SUM LABOR PORTION											TOTAL PROJECT COSTS				
	LUMP SUM LABOR PORTION															
	Senior Specialist	Project Professional	Professional	Assistant Professional	Senior Technician	Clerical	Total Labor Hours	Total Direct Labor Cost	Other Direct Costs	PECE						
labor rate	\$ 246,00	\$ 182,00	\$ 166,00	\$ 135,00	\$ 169,00	\$ 98,00										
Task 11 - Construction Administration and Inspection	67	184	200	110	54	92	707	\$ 116,162	\$ 1,000	\$ 9,191						\$ 126,353
11.3 Shop Drawings, Request for Information, Design and City Related Change Orders	56	82	112	44	0	36	330	\$56,760		\$4,290						\$61,050
11.3.1 Shop Drawings Design	4	34	8	62	0	8	116	\$17,654	\$500	\$1,508						\$19,662
11.3.2.1 Turbex Blower Building Roof Replacement Design	2	48	56	0	48	40	194	\$30,556	\$500	\$2,522						\$33,578
11.3.2.2 Turbex Blower Building HVAC Replacement Design	1	12	4	4	6	2	25	\$4,304		\$325						\$4,629
11.3.2.3 Dissolved Oxygen and Ammonia Analyzers Manufacturer Change - Hach to YSI	4	8	20	4	0	6	42	\$6,888		\$546						\$7,434
11.3.3 City Related Change Orders																
Total	67	184	200	110	54	92	707	\$ 116,162.00	\$ 1,000.00	\$ 9,191.00						\$126,353




City of Santa Fe, New Mexico


Memorandum



DATE: April 12, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for Approval of a BAR to fund Amendment #2 with Carollo Engineers, Inc. in the amount of (\$126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

BACKGROUND AND SUMMARY:

The Aeration Project began design soon after completion of the 2018 Nutrient Study. Carollo Engineers, Inc. after bid, received award for design and construction overview of the now in progress Aeration Project. The Aeration Project focuses on modification of effluent nutrient removal, added technological controls for facility operations, waste flow modifications, and process optimization.

Changes and modifications requested in Amendment#2 are as follows:

Task and Sub-Task Description	TOTAL PROJECT COSTS
Task 11 Construction Administration and Inspection	\$126,353
11.3 Shop Drawings, Request for Information, Design and City Related Change Orders	
11.3.1 Shop Drawings	\$61,050
11.3.2 Design	
11.3.2.1 Turblex Blower Building Roof Replacement Design	\$19,662
11.3.2.2 Turblex Blower Building HVAC Replacement Design	\$33,578
11.3.2.3 Dissolved Oxygen and Ammonia Analyzers Manufacturer Change - Hach to YSI	\$4,629
11.3.3 City Related Change Orders	\$7,434
Total	\$126,353

PROCUREMENT METHOD:

Procurement method: Construction Bid

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

FUNDING SOURCE:

Munis Org Name/Number: WW Engineering/5000375

Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of a BAR to Fund Amendment #2 with Carollo Engineers, Inc. for (\$126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Waste Water					DATE 4/16/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WWMD Treatment Plant	5000375	572960	WWM2050001	137,014		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 137,014	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract amendment #2 with the Carollo Engineering for Aeration Project

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(137,014)
TOTAL:	(137,014)

Maya Martinez Prepared By <i>{print name}</i>  <small>Michael Dozier (Apr 16, 2021 18:11 MDT)</small>	4/16/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 <small>AJH (Apr 19, 2021 09:59 MDT)</small> Budget Officer Date
Division Director Signature <i>{optional}</i> 	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Finance Director <i>{≤ \$5,000}</i> Date
Department Director Signature	Date	City Manager <i>{≤ \$60,000}</i> Date	Date



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201012

Contractor: Bradbury Stamm Construction Inc

Description: Engineering Services
PL# WWM2050001

Contract Agreement Lease / Rent Amendment

Term Start Date: 9/26,18 Term End Date: 06

Approved by Council Date: 12/31/20

Contract / Lease: Contract

Amendment # Amendment #2 to the Original Contract / Lease # 18-1065

Increase/(Decrease) Amount \$ 126,353 plus nmgrt

Extend Termination Date to: _____

Approved by Council Date: Pending

Amendment is for: Increase compensation

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

Original Contract #18-1065 \$6540,97 plus nmgrt

Amendment #1 # 20-0630 extend term 12/31/22

3. **Procurement History: 18/44/P 8/11/18**

John Dunaway
John Dunaway (Apr 28, 2021 08:27 MDT)

Apr 28, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amendment to current contract

4. **Funding Source: WWMD CIP Enterprise Fund** Org / Object: 5000375.572960

Andy Hopkins
Andy Hopkins (Apr 26, 2021 15:46 MDT)

Apr 26, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: WWMD Aeration System Improvements

Solicitation RFP#: 18/44/P

Department Requesting/Staff Member PUD _Mike_Dozier


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"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	Other: _____

Department Rep Printed Name and Title


Michael Dozier (Apr 16, 2021 18:11 MDT)

Department Rep Signature attesting that all information included


Fran Dunaway (Apr 28, 2021 18:27 MDT)

Purchasing Officer attesting that all information is reviewed



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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: February 10, 2021

Expiration Date: February 10, 2022

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

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

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide engineering design and consulting services, project management and construction oversight for the City as described in Exhibit "A" and "B" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

C. The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed six hundred fifty four thousand ninety seven dollars and 00/100 (\$654,097.00), plus applicable gross receipts taxes as described in Exhibit "C" attached hereto

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on December 31, 2020, unless sooner pursuant to Article 6 below. Contract term may be extended for three (3) additional twelve (12) month terms.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services

performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of

that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all

losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's negligent performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Contractor's subconsultants, that impact project completion and/or success.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. CITY-PROVIDED INFORMATION AND SERVICES

The City shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing Contractor's services under this Agreement.

23. DOCUMENT USE AND REUSE

Documents, including drawings and specifications, prepared by Contractor

pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor.

24. ESTIMATES AND PROJECTIONS

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.

25. SERVICES DURING CONSTRUCTION

A. Contractor shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

Carollo Engineers, Inc:
6200 Uptown Blvd. NE, Suite 120
Albuquerque, NM 87110


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CAROLLO ENGINEERS, INC.:




ALAN WEBBER, MAYOR



NAME & TITLE

DATE: 10/5/18

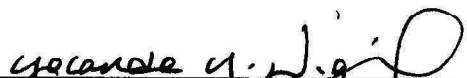
DATE: 10-11-18



NAME & TITLE
DATE: 10.11.18

CRS #: 03-162628-00-9
Business Registration #: 18-00117760

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 9/26/18

APPROVED AS TO FORM:

EMM 8/21
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy 10/13
MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit Line Item

EXHIBIT "A"
CITY OF SANTA FE (CITY)
WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS
SCOPE OF WORK FOR CAROLLO ENGINEERS, INC. (CONTRACTOR)

Task 0 - Project Management

0.1 Project Management Plan

Prepare the Project Management Plan (PMP) Manual tabbed with the following information: Scope of Work, Schedule, Project Team and Contact List, Project Work Order Numbers and Budget Allocation, Document Templates, Calculations and Documentation Procedures, Quality Management Plan, Drawing List, Specifications List, Checklists for the City and Contractor, Equipment Lists, and Decision Log.

Setup, maintain, and use a SharePoint site for coordination and communication.

0.2 Project Management, Invoicing, Action Item Log, Decision Log

Prepare and submit a written monthly progress report to the City's Project Manager that will show the percentage of work completed and the percentage of contract billed, summarize the work completed during the month, and the work to be completed during the following month. Schedule or budget challenges will be discussed if necessary and corrective actions identified.

Maintain a decision log throughout the project to record the decisions made by the project team during site visits, workshops, and project meetings, as well as during telephone conversations or by email.

0.3 Not Used

0.4 Kick-off Meeting

Conduct a kick-off meeting with City staff in Santa Fe to review the scope of work and schedule for this Project, as well as discuss the roles and responsibilities of all participating stakeholders. A draft copy of the PMP will be submitted to the City's Project Manager in advance of the meeting. During the kick-off meeting, discuss the direction of the project and roles and responsibilities.

Deliverables: Monthly invoice and progress report and an updated decision log (presented with meeting notes).

Phase 1 Pre-Design and 30% Drawings

Phase 1 consists of the following tasks and subtasks:

Task 1 Basis of Design Definition

Definition of Design Criteria, Filtrate EQ Tank Sizing and Siting

These tasks involve developing the alternative evaluation and conceptual design for process modifications. A brief description for each area follows.

Aeration System Design For the aeration system conceptual design, undertake the following tasks:

1. Justify design influent flows and loads.

2. Quantify minimum, average, and maximum design air requirements.
3. Evaluate diffuser layout and improvement alternatives through process modeling.
4. Define the blower sizing criteria and solicit preliminary blower design and budget quotes.

Since the City is undertaking significant aeration system revisions in this project, replacing the remaining diffusers with new disc membranes will save energy. In this analysis, evaluate the following:

1. Is the number of diffusers in each zone adequate, or how many diffusers should be capped off in each zone to satisfy near-term air demand lows?
2. Confirm diffuser grids appropriate spacing. For example, would SNDN process control be better in the second half of the basin with only one active grid in the C pass, but one additional small grid in the D pass?

The final diffuser modifications will impact the minimum and maximum air demand in the near-term and in the future. Therefore, this analysis will be conducted first, before the future blower system is sized and designed.

Blower Design Discuss acceptable blower alternatives with the City during the kick off meeting. As a preliminary selection, include the following high-efficiency blower alternatives in this evaluation:

Sulzer
Neuros
Turblex

Evaluate the following alternatives for their technical and economic benefit, listed here in order of increasing capital costs:

- **Hoffman Solution:** Equip the Hoffmans with VFDs and use them as lead blowers for the aeration basins.
- **Hybrid Solution:** Equip one or two of the Hoffmans with VFDs and take credit for these units to cover a portion of your air demand.
- **Turbo Solution:** Continue to use the Hoffmans as a backup system while investing into replacing the existing Turblex units with likely two new units and one future blower.

Aeration Control Valves and Aeration Control Automation

In addition to assessing the aeration diffusers and blower system, the system will be modeled in SIMBA, a software that focuses on aeration system and control process modeling. This model builds onto the Biowin model that was calibrated for your process in the 2018 nutrient planning study. SIMBA will allow verification of the adequate control valve sizing to each grid zone, and testing of the process benefits of alternative aeration control logics.

Scum and Foam Control

Evaluate the various options for better managing scum and foam in the selectors and aeration basins, along with the preliminary cost estimates for associated modifications. It is anticipated that the following alternatives will be considered, listed here in order of increasing capital investments:

1. Assessing (and possibly testing) operational strategies with plant staff for removing scum in the aeration basins, thereby "outselecting" filaments continuously.
2. Repairing the existing surface wasting and pumping system in the selectors and aeration basins.
3. Installing a dedicated surface wasting system in the aeration basins to best protect the secondary clarifiers, tertiary filters, UV system, and effluent quality.

Filtrate Equalization (EQ) Tank

For the conceptual design of the filtrate EQ tank, the foremost five aspects should be refined:

- . 1. Sizing of the tank: Assess current filtrate flows, and consider future filtration operation strategy and schedule. Redundancy: Design the filtrate tank as two chambers to simplify periodic cleaning and maintenance of the mixing system.
- . 2. Site location of the tank: Accommodate possible future expansion.
- . 3. Location of filtrate return to mainstream treatment: Evaluate the pros and cons of routing the filtrate back to the primary clarifiers or directly to the aeration basins.
- . 4. Filtrate recycle control: Consider options of flow based, load based, inverse to influent flow. Control for recycle from the EQ tank to the main stream process.
- . 5. Evaluate the benefits of load based recycle control. Regardless of phosphorus and ammonia concentration in the filtrate, this will allow the City to recycle steady nutrient loads to the aeration basins.

Site Utilities and EI&C

Develop conceptual design solutions to integrate the secondary treatment improvements into the SCADA overall architecture. EI&C needs supporting the design improvements will be identified. This task will be led by Contractor's EI&C group.

Drain Pumping

Review the existing drain pumps and aeration drain valves and make recommendations that will be included into the Final design.

Deliverables:

- TM 1: Diffuser System and Aeration Control
- TM 2: Blower Alternative Evaluation
- TM 3: Scum Management
- TM 4: Site, Civil, and Survey
- TM 5: Filtrate EQ Tank and Pumping Sizing
- TM 6: Plant Drain
- TM 7: EI&C Evaluation

Task 2 (Not Used)

Task 3 Permitting (SUPPLEMENTAL SERVICES Tasks 3.1 – Permitting Coordination and 3.2 – NMED Coordination)

It is not anticipated that permitting will require significant time resources for this project. The State of New Mexico does not require approval of wastewater modifications unless the project is co-funded with state funds. Funds are reserved in this task if the City needs support for any outreach communication during or following the construction project related to regulators, other approval agencies, the City Council, or the general public.

Task 4 Technical Workshops

In the workshops, Contractor will spend time with City staff to summarize and discuss the essentials of each TM developed in Task 1, and review the respective drawing sets to solicit feedback from City staff.

Provide materials for each workshop no less than one week before each workshop to City participants. Discuss agenda and informational highlights with the City project manager in advance.

Provide O&M staff with a suggested checklist to guide their review and feedback.

Any feedback and review comments provided by the City will be incorporated into the Preliminary Design Report and drawing sets within two weeks following the meetings. Consolidate the project design elements into the following three workshops:

4.1 Aeration System & Controls and Scum Management Workshop (Workshop 1)

Workshop 1 will determine the design criteria of the blowers, aeration, control description, and scum removal alternatives. Decisions made through this workshop include blower selection, blower electrical demands, aeration control and scum removal strategies.

4.2 Filtrate EQ Tank Siting/Facility layout Workshop (Workshop 2)

Workshop 2 will provide the necessary engineering and cost analysis to help City participants make a decision on sizing, site location, mixing, and pump system for the filtrate EQ tank. The process modeling completed to date will save time to quantify projected filtrate flows and drain back control alternatives.

The final location of the Filtrate EQ Tank and Pumping System will be determined by the existing survey data provided by the City and existing record drawings that show the utilities (electrical, yard piping, etc)

Also prepare a preliminary site plan of where future side stream treatment facilities for phosphorus and nitrogen removal may be placed to reserve sufficient flexibility.

4.3 Site Utilities/Electrical/Instrumentation Workshop (Workshop 3)

In workshop 3, facilitate City decisions on necessary upgrades for the plant drain system and any other ancillary improvements that may be identified. Also discuss the Site Utilities/Electrical/ Instrumentation and determine the location and sizing of any new required utilities (electrical, yard piping) to accommodate the new design elements. This will include an evaluation of the ability to supply electrical service from the existing blower building switchgear. The workshop will also determine the site layout for all utilities.

At each workshop, the findings from the recommended layouts, design criteria, and preliminary control philosophies will be presented and discussed. All review comments and decisions made (in either verbal or written form) will be documented and incorporated into the Preliminary Design Report (PDR) summarized in Task 5.

Deliverables: Pre-meeting review materials, decision logs, meeting notes.

Task 5 Pre-Design Documentation

5.1 Preliminary Design Report (PDR) and 30% Design Drawings

In this task, consolidate the design definition from the TMs and drawings as the basis for Design Development Phase and Contract Document Phase. Selected layouts, design criteria, and preliminary control philosophies will be summarized and included in the PDR. Where necessary, additional engineering evaluations will be conducted based on input received from the City during the workshops in Task 4. This may include alternative layouts, costs analysis, site visits, and refined design criteria. The information presented at the workshops and the workshop meeting notes will be combined into one PDR containing information and recommendations that will serve as the basis for final design.

The PDR will consist of an executive summary and a collection of TMs as described above. A draft and final draft PDR will be provided to the City. City staff shall review a draft report and comments will be incorporated into the final PDR. The PDR will include 30 percent drawings and outline specifications as appendices.

Deliverables: Preliminary List of Drawings and Specifications; 30% Drawing Package (including Preliminary PI&D, Structural, Mechanical, Architectural Drawings); Summary Design Report

5.2 Preliminary Construction Sequencing Plan

It is assumed that the ongoing solids treatment and SCADA improvements will be installed and operable by the end of the design of this project. A Maintenance of Plant Operations (MOPOs) schedule will be included in the contract documents for this project detailing the blower shutdown and start-up procedures, and allowable construction sequences for the construction contractor, based on City inputs. The MOPO will address procedural steps, time and scheduling constraints, and plant interface issues that will aid the construction contractor in developing the sequence of work in order to minimize interferences and maintain continuous operation of the plant.

Deliverables: Preliminary Construction Sequencing Plan

5.3 Budgetary Cost Estimate and Probable Annual O&M Costs

Provide preliminary basis of cost, as well as construction and project cost estimates. The updated basis of cost will be used in all cost estimates prepared during the preliminary design phase.

Deliverables: Cost estimate (Class 3, Budgetary Cost Estimate, Probable Annual O&M Costs)

Phase 2 Design Development

Phase 2 consists of the following tasks and subtasks:

Task 6 Design Development and Workshops

6.1 SUPPLEMENTAL SERVICE TASK - Progress Meetings

Host three progress meetings during design development. Along with City staff, focus on the detailed plans and specifications prepared with emphasis on the facilities' layout, design details, and EI&C. Submit and discuss detailed plans and specifications at least one week ahead of the meetings. This will provide the Contractor initial feedback prior to the meeting to make any necessary adjustments, give the City the opportunity to decide who is essential to have in the meeting from the City, and to facilitate likely comments or concerns of City staff during the meeting. The three meetings are:

1. Filtrate EQ Tank Siting/Facility Layout Meeting
2. Aeration System & Controls and Scum Control Meeting

3. Site Utilities/Electrical/Instrumentation Meeting

Deliverables: (Minimum) 60% draft drawings

6.2 Design Development Review Workshop

Hold one workshop to present the 60 % level drawings and specifications.

Conduct a final internal Quality Control review of the drawings and specs prior to submitting any deliverables to the City.

Task 7 Design Development Documentation

7.1 Drawings and Specifications

The PDR developed in Task 5 will be the basis for the design development documents. The design development documents will include preliminary facility layouts, equipment configurations, major equipment technology selection, major process piping, process schematics, draft P&IDs, preliminary electrical load lists, electrical single-line diagrams, location/dimensions of major structures, and a complete specification list.

Plans will be prepared using the City's standards and title block. All drawings will be prepared using AutoCAD or MicroStation, and Contractor will prepare the General Conditions and Special Conditions using the City's standard documents.

Prepare the technical specifications using Contractor's standard detailed specifications. Contractor's construction drawings will include general, architectural, mechanical, structural, civil, electrical, and instrumentation drawings. Coordinate drawing organization closely with City staff to provide that this deliverable reflects City preferences and remains user friendly during the construction.

Deliverables: 60% design drawings and specifications.

7.2 Design Development Cost Estimate

Provide an updated basis of cost, as well as construction and project cost estimates. The updated basis of cost will be used in all cost estimates prepared during the design (Design Development Phase) portion of this work.

Deliverables: Cost Estimate (Class 2)

7.3 Refine Construction Sequencing Plan

The MOPO schedule established in Task 5.2 will be updated based on the 60% design drawings and specifications.

Deliverables: Refined Construction Sequencing Plan

Phase 3 Contract Documents

Phase 3 consists of the following tasks and subtasks:

Task 8 Final Design Workshops

8.1 Progress Meetings

Contractor will participate in two final design progress meetings with the City to be scheduled at a mutually-agreeable time. Brief meeting minutes will be provided to the City's project manager.

8.2 Final Design Review Workshop

Contractor will conduct a final design review workshop with the City to review final design features and receive City input. Contractor will provide a meeting agenda and minutes for the workshop.

Deliverables: Final design progress meeting minutes for two meetings; final design workshop agenda and minutes.

Task 9 Final Design Documentation

9.1 Construction Document Drawings and Specifications

Prepare the technical drawings and specifications to the 90% design level. Receive City comments on the 90% design package and prepare bid-ready (100%) design documents.

9.2 Construction Document Cost Estimate (Class 1)

Provide an updated cost construction cost estimate consistent with an AACE Class 1 estimate.

Deliverables: 90/100 % design drawings and specifications; final schedule of quantities and construction cost review.

Phase 4 Bidding Phase

Phase 4 consists of the following tasks and subtasks:

Task 10 Bid Support

10.1 Pre-Bid Conference

Prepare and help the City conduct the pre-bid conference.

10.2 Addenda Preparation Provide written responses to bidders' inquiries and assist the City in the preparation of addenda.

10.3 Bid Opening, Bid Evaluation, Recommendation Review the bid results and provide recommendations on the award of the construction contract.

10.4 Conformed Drawings and Specifications

Following bidding, provide conformed drawings, including all comments and changes made by Addenda.

Deliverables: Addenda; Recommendation on award; Conformed design drawings.

Phase 5 Construction Management

Phase 5 consists of the following tasks and subtasks:

Task 11 Construction Administration and Inspection

11.1 Pre-Construction Conference

Schedule, coordinate, and conduct a pre-construction conference. This will include preparing an agenda in advance to notify attendee of key items of discussion and preparation of meeting minutes.

11.2 Construction Inspection, Special Inspections, Progress Payments

Site visits will consist of on-site construction inspection for an average of 2 days per week for up to an 18-month construction period, or an equivalent amount of onsite time. Review and monitor the construction contractor's work against the contract documents to ensure compliance. During the course of the work, arrange and coordinate special inspections for structural, mechanical, and electrical work. Review progress payment submitted from the construction contractor and provide the City comments on the construction contractor progress.

11.3 Shop Drawings, Request for Information, Design and City Related Change Orders

Review submitted items (e.g., shop drawings, requests for information, and completion of construction) for conformance to the intent of the plans and specifications. Level of effort based on 80 submittals. Review and respond to design-related requests for clarifications, information, and proposals. Level of effort based on 100 construction contractor-initiated design-related requests.

11.4 Construction Progress Meetings

Participate in weekly on-site construction progress meetings. Meetings to occur during one of the days designated for on-site construction inspection.

11.5 Final Inspection

Schedule and conduct a final inspection of the completed work and issue punch lists of uncompleted items, where necessary. Assist the City in negotiation of unsettled changes or disputes associated with these inspections. Once the final punch list items have been completed, recommend acceptance to the City.

11.6 Start-Up Services

Oversee facilities acceptance testing and startup in cooperation with the construction contractor and the City. Startup and testing service will include assistance with comprehensive testing of functional equipment and the secondary treatment process.

11.7 Training

Provide system training on the design and operation of equipment related to this work. Training material will address the design intent, and operations and maintenance associated with the equipment for this work.

11.8 One year Warranty Inspection

Provide services after completion of the construction phase, to include inspection 1 year from substantial completion. The services include reporting discrepancies under guarantees in the construction contract documents.

Deliverables: Construction documents and documentation

Task 12 Construction Documentation

12.1 Field Observations

Prepare daily reports prepared for each day of on-site inspection.

12.2 Progress Meetings

Prepare meeting minutes for the weekly construction progress meetings.

12.3 Monthly Progress Report

Prepare a monthly progress report detailing the status of the project relative activities performed during the month, anticipated activities during the coming month, and actual budget expenditures versus as-planned expenditures.

12.4 Training, Start up and Testing Plan

Provide two (2) classroom and on-site training sessions to assist City personnel in fine-tuning the new processes of the new facilities.

12.5 O&M Manual Prepare an electronic O&M manual for all new facilities designed under the project.

12.6 Contract Record Drawings Prepare record drawings will be in electronic format (“pdf” and “dwg”) produced from the AutoCAD or MicroStation file updated with as-built information provided by the construction contractor, assuming 80 drawings.

12.7 One-year Inspection Closeout Report

Prepare report on finding and observations during one-year project inspection.

Deliverables:

Progress meeting minutes

Monthly progress reports

Training Materials

Start-up testing Plan

Electronic O&M manual.

AutoCAD or MicroStation files of Contract Record Drawings

One-year inspection closeout report

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Facility Aeration System Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

PHASE	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
1. Pre-Design and 30%	60	2/1/19
2. Design Development (60%)	60	5/1/19
3. Contract Documents (90 and 100%)	40	7/1/19
4. Bid Support	60	10/1/19
5. Construction Management	200	9/1/20

*Estimated completion dates are based on assumed Notice to Proceed dates of 11/1/18 for design and 10/1/19 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 21 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Facility
Aeration System Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	Cost
Task 0	Project Management	\$10,893
Phase 1	Pre-Design and 30% Drawings	
Task 1	Basis of Design Definition	13,683
Task 3	Permitting	6,296
Task 4	Technical Workshops	11,186
Task 5	Pre-Design Documentation	133,894
Phase 2	Design Development	
Task 6	Design Development Workshops	22,139
Task 7	Design Development Documentation	102,585
Phase 3	Contract Documents	
Task 8	Final Design Workshops	12,693
Task 9	Final Design Documentation	34,421
Phase 4	Bidding Support	
Task 10	Bid Support	18,168
Phase 5	Construction Management	
Task 11	Construction Administration and Inspection	244,621
Task 12	Construction Related Documentation	43,528
	Total Excluding NMGRT	\$654,097

Signature:

Email: bksnyder@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#18-1065**

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 26, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2022, unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: 
ALAN WEBBER, MAYOR

Date: Nov 17, 2020

CONTRACTOR:

Carollo Engineers, Inc.


Name John Rehring
Vice President


Title _____

Date: 10/14/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK


GB Mtg 11/10/2020 

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Oct 13, 2020 13:37 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


MARY MCCOY, FINANCE DIRECTOR

5000375.572960
Business Unit/Line Item 

PL # WWM2050001

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

h) Request for approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a term extension of two (2) years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)

Committee Review:

Public Works & Utilities Committee: 10/26/2020

Finance Committee: 11/02/2020

Governing Body: 11/10/2020

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/26/2020
ISSUE NO. 9F
Request for approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a term extension of two (2) years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)
<u>COMMITTEE REVIEW:</u> Public Works and Utilities Committee 10/26/2020 Finance Committee 11/02/2020 Governing Body 11/10/2020
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 11/02/2020 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:



VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		



City of Santa Fe, New Mexico

MEMO

Date: October 7, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director 
Mike Dozier, Wastewater Management Division Director 

From: John Del Mar, Engineer 
Brian Snyder, Engineer Supervisor 

RE: Amendment #1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. (Carollo) for a term extension of two years.

ITEM AND ISSUE

The City of Santa Fe's (City) Wastewater Management Division (WWMD) is working on a project making improvements to the aeration system at the Paseo Real Water Reclamation Facility (PRWRF). The WWMD is requesting a term extension of two years to our PSA for *Wastewater Treatment Plant Aeration System Improvements* contract with Carollo Engineers. The extension is needed to maintain professional services through the construction phase of the project that is currently underway. Additional funding is not requested.

BACKGROUND AND SUMMARY

The City's WWMD began improvements to the aeration system at the PRWRF in 2018. Carollo was contracted to provide professional services to the WMD starting at the design phase of the project with annual contract extensions planned for three years to bring the project through the construction phase and to completion. Due to initial delays during the design phase, and then additional supply chain and personnel delays caused by the COVID pandemic, it has become necessary to extend this contract beyond the originally planned four years. The requested two year term extension is needed to provide engineering and technical support services during construction and is aligned with the term of the construction contract awarded to RMCI Inc.

The current contract term with Carollo ends on December 31, 2020. The construction schedule extends into spring of 2022. In order to ensure coverage of professional services throughout the project, and to avoid unnecessary requests for an extension beyond Dec 2021, this request is for an extension to December 31, 2022. This request does not impact the scope of work for the project, and no additional funding is requested.

ACTION REQUESTED

Staff requests approval of Amendment #1 to PSA with Carollo Engineers Inc. for *Wastewater Treatment Plant Aeration System Improvements* for a term extension of two years, ending on December 31, 2022.



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Carollo Engineers, Inc

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$654,097.00

Termination Date: December 31, 2020

Approved by Council Date: _____

or by City Manager Date: September 26, 2018

Contract is for: consulting services

Amendment # 1 to the Original Contract# 18-1065

Increase/(Decrease) Amount \$ \$0.00

Extend Termination Date to: December 31, 2022

Approved by Council pending

or by City Manager Date: _____

Amendment is for: Extend term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 654,097.00 of original Contract# pending Termination Date: 12/31/2020

Reason: Original Contract

Amount \$ 0.00 amendment # 1 Termination Date: 12/31/2022

Reason: extend term

Amount \$ _____ amendment # _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$654,097.00



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 18/44/P Date: June 11, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** 4year
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Oct 9, 2020 09:57 MDT)

Purchasing Officer Review

Comments or Exceptions: Amendment #1 to extend only no increase to compensation. for a total of 4 years. 2022

7 **Funding Source:** WWMD **BU/Line Item:** 5000375.572960

Alexis Lotero
Alexis Lotero (Oct 19, 2020 09:20 MDT)

PL # WWM2050001

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # #

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: WWMD Aeration System Improvements

Solicitation RFP#: 18/44/P

Department Requesting/Staff Member PUD John Del Mar

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"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	Other: _____

Department Rep Printed Name and Title

John Del Mar
John Del Mar (Oct 15, 2020 07:46 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Oct 9, 2020 09:57 MDT)

Purchasing Officer attesting that all information is reviewed



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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: SF COUNTY
NM

Owner:

License Number: 117760

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/4/2021

10/13/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee and Liab. Ins. Co.		26247
	INSURER C : Continental Casualty Company		20443
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 16520868

REVISION NUMBER: XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	N	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> 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	WC 9730570	7/4/2020	7/4/2021	<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
C	<input type="checkbox"/> PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
PASEO REAL WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS - Item # 18-065. CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. CAROLLO PROJECT #11283A.10

CERTIFICATE HOLDER

16520868
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION See Attachments

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9730569	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.


All other terms and conditions of this policy remain unchanged.



City of Santa Fe, New Mexico

memo

Date: February 8, 2021

To: Public Utilities Committee / Finance Committee / City Council

From: Brian K. Snyder, Water Division Engineering Manager 
BKS

Via: Shannon Jones, Public Utilities Department director 
Jesse Roach, Water Division Director 
SJ

RE: Request approval of Exempt Procurement for a contract amendment #4 with Eric Blinman, Director of the New Mexico Office of Archaeological Studies (OAS) in the amount of \$100,000 (plus NMGRT) to provide continued service to the Water Division construction projects.

ITEM AND ISSUE:

The Water Division requests approval of an exempt procurement for a contract amendment #4 in the amount of \$100,000 plus NMGRT to the contract with Eric Blinman, Director of the MNM Office of Archaeological Studies (OAS) to allow for continuation of needed repair and replacement work throughout the City and extending the term through June 30, 2022. This amendment makes the total contract amount \$400,000 plus nmgrt.

BACKGROUND AND SUMMARY:

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurements with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Funds for this work are available in Business will be available upon approval of the FY 21/22 Budget in Obj/Org # 5050381.510310 in the amount of \$100,000.00 plus NMGRT.

The funding source is:

Fund Name /Number: Water Enterprise 505

Munis Org Name /Number: Water Division 5050381

Munis Object Name /Number: Service Contracts 510310

Munis # 3200461

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371; #19-0396; #19-0925; 20-0376**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars (\$100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed four hundred thousand dollars (\$400,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty three thousand seven hundred fifty dollars (\$33,750.) 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 four hundred thirty three thousand seven hundred fifty dollars (\$433,750). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the






2021 02 08 Amendment 4 OAS

Final Audit Report

2021-02-08

Created:	2021-02-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgyUVHLnLCiUW-8FDxnG3l8AOh1cs6mQ0

"2021 02 08 Amendment 4 OAS" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-08 - 5:42:45 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-08 - 5:44:25 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-08 - 5:58:16 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-08 - 5:58:26 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2021-02-08 - 5:58:26 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200461

Contractor: Office of Archaeological Studies/ Museum of NM

Description: Archaeological Services for City of Santa Fe projects.

Contract Agreement Lease / Rent Amendment

Term Start Date: 12/12/18 Term End Date: 06/30/21

Approved by Council Date: 12/12/18

Contract / Lease: Professional Services Agreement

Amendment # 4 to the Original Contract / Lease # 18-1371

Increase/(Decrease) Amount \$ 100,000 plus grt

Extend Termination Date to: 6/30/22

Approved by Council Date: Pending

Amendment is for: New FY yearly amount and extend term through the next FY.

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

Original 18-1371 \$100,000 plus grt 6/30/19

Am #1 19-0396 \$100,000 plus grt

Am #2 19-0925 Term extension through 6/30/20

Am #3 20-0376 FY Comp increase \$100,000 plus nmgrt and Term extension 6/30/21

3. **Procurement History: Exempt Procurement Procurement Code under New Mexico Statute 13-1-98.**

Fran Duway
Fran Duway (May 3, 2021 10:43 MDT)

May 3, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source: Water Enterprise Fund** **Org / Object: 5050381.510300**

Andy Hopkins
Andy Hopkins (May 3, 2021 09:32 MDT)

May 3, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 955-4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



MEMORANDUM NUMBER: RMD-EOC-FY21

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED
STATE OF NEW MEXICO
and
OFFICE OF CULTURAL AFFAIRS DEPARTMENT (50500)
LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:
12:00 AM 07/01/2020 to 11:59 PM 06/30/2021

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	\$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	\$100,000,000.00 Limit
F) Fine Arts.....	\$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative: Mark Tyndall, Director, Risk Management Division, GSD

Date Issued: 7-1-2020



For questions please contact the Loss Prevention and Control Bureau at 505-827-2036 or GSD.LPCB@state.nm.us

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2020

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars (\$200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars (\$750,000).



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Office of Archaeological Studies Museum of New Mexico
Procurement Title: Exempt

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 PUD/ Water/ Engineering Staff Name Brian Snyder

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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Brian Snyder</u>	<u>Brian K. Snyder</u> <small>Brian K. Snyder (Feb 8, 2021 16:04 MST)</small>	<u>Engineering Supervisor</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Fran Dunaway</u> <small>Fran Dunaway (May 3, 2021 10:43 MDT)</small>	<u>Chief Procurement Officer</u>	<u>May 3, 2021</u>
Purchasing Officer (attesting that all information is reviewed)	Title	Date


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



City of Santa Fe, New Mexico

MEMO

Date: 2/5/21

To: Fran Dunaway, Purchasing Director

From: Brian K. Snyder, Water Division Engineering Manager 
BKS

Via: Shannon W. Jones, Public Utilities Director 
Jesse D. Roach, Water Division Director JR

RE: Request approval of Exempt Procurement for a contract amendment #4 with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies in the amount of \$100,000 (plus NMGRT) to provide continued service to Water Division construction projects.

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for a contract amendment #4 in the amount of \$100,000 plus NMGRT to the contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies (OAS) to allow for the continuation of archaeological services on repair and replacement work and projects throughout the City until June 30, 2022.

This will be the fourth amendment and fourth fiscal year for this contract and exempt procurement. The contract total with this amendment will be \$400,000 plus nmgrt.

BACKGROUND AND SUMMARY

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurement with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Approved:



Fran Dunaway (May 3, 2021 10:43 MDT)

Fran Dunaway, Purchasing Director

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Office of Archaeological Studies hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall be prepared to provide archaeological research, historic research, inventory, monitoring, testing, treatment, analysis, and reporting services as required for City of Santa Fe Water Division projects. The following laboratory analysis specialties may be requested, either in-house or through contracts with specialists include the following materials: pottery, chipped stone, groundstone, fauna, macrobotanical, human remains, pollen, all historic artifact categories, radiocarbon dating, tree-ring dating, luminescence dating, and archaeomagnetic dating. The Contractor may be requested to provide support on projects with GIS, graphic artists, and editors, with both an informal (Administrative Reports) and formal (Archaeology Notes) publication series. The Contractor may also be requested, on behalf of the City of Santa Fe, to prepare and submit artifacts and samples to the Museum of Indian Arts and Culture's Archaeological Research Collections for permanent curation.

B. The Contractor shall work with the Water Division to assess the crew needs and duration of project needs of particular scopes of work. These may include, at the Water Division's discretion, preparation of monitoring plans, execution of monitoring plans, analyses of artifacts, and preparation of monitoring reports. The Contractor may provide other archaeological services as needed.

C. For each scope of work, The Contractor shall prepare a cost estimate based on the approved rates. Contractor estimates shall be submitted to the Water Division for review and approval. If scopes of work change, the Contractor will submit amended estimates for Water Division review and approval prior to initiating additional work. Invoices will be based only on actual work completed.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed one hundred thousand dollars (\$100,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand four hundred thirty seven and fifty cents. (\$8,437.50) 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 eight thousand four hundred thirty seven dollars and fifty cents (108,437.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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.

C. 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. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

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

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the

City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the 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.

13. Amendment.

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

B. If the 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 Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other 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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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.

21. Records and Financial Audit.

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

22. 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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Office of Archaeological Studies
Museum of New Mexico
P.O. Box 2087
Santa Fe, NM 87504-2087

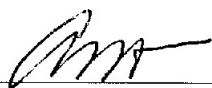
26. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
Office of Archaeological Studies



ALAN WEBBER, MAYOR



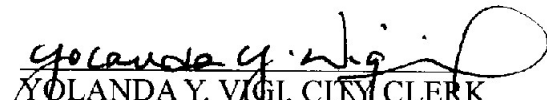
NAME AND TITLE

DATE: 12/17/18

DATE: 12/18/18

CRS#02-171616-001
Registration # NA

ATTEST:


YOLANDA Y. VIGI, CITY CLERK
cc mtg. 12/12/18

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit Line Item

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars (\$100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed two hundred thousand dollars (\$200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixteen thousand eight

hundred seventy five dollars (\$16,875) 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 two hundred sixteen thousand eight hundred seventy-five dollars (\$216,875). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

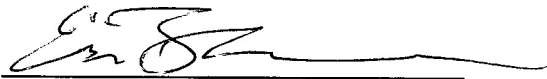
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 6/6/19

CONTRACTOR:

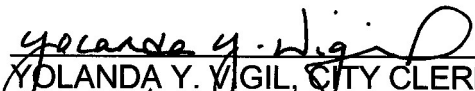
Office of Archaeological Studies


NAME & TITLE

Date: 4/23/19

CRS#02-171616-001
Registration # NA

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

 4/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit/Line Item

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER: RMD-EOC-FY19

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: STATE OF NEW MEXICO LOSS PAYEE: TO WHOM IT MAY CONCERN
and
DEPARTMENT OF CULTURAL AFFAIRS (50500)

Coverage Period:

12:01 AM 07/01/18 to 12:01 AM 07/01/19

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained at http://www.generalservices.state.nm.us/riskmanagement/Resources_1.aspx

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	\$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	\$100,000,000.00 Limit
F) Fine Arts.....	\$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives. If you have any questions, contact:

Authorized Representative:




Date Issued:

7-1-2018

Lara White Davis, Director, Risk Management Division, GSD

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 12/17/2019

CONTRACTOR:

Office of Archaeological Studies

 DIRECTOR
NAME & TITLE

Date: 10/28/19

CRS#02-171616-001
Registration # NA

ATTEST:


YOLANDA Y. MIGIL, CITY CLERK
CCmtg 12/11/19

APPROVED AS TO FORM:

 10/11/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

Item #20-0376

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371; #19-0396; #19-0925**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars (\$100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed three hundred thousand dollars (\$300,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty five thousand three hundred twelve dollars and fifty cents (\$25,312.50) 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 three hundred twenty five thousand three hundred twelve dollars and fifty cents (\$325,312.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2021 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

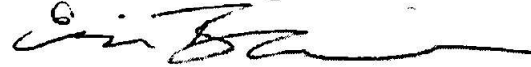


ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:

Office of Archaeological Studies



ERIC BLINMAN, DIRECTOR
NAME & TITLE

Date: 7/20/20

CRS#02-171616-001
Registration # NA

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020

gc
gc

CITY ATTORNEY'S OFFICE:



4/16/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

City of Santa Fe, New Mexico

MEMO

Date: April 7, 2020

To: Fran Dunaway, Purchasing

From: Paul A. Duran, Water Division Archaeological Technician

Via: Shannon W. Jones, Public Utilities Director
Jesse D. Roach, Water Division Director
Brian K. Snyder, Water Division Engineering Manager

RE: Request approval of Exempt Procurement for a contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies in the amount of \$100,000 (plus NMGRT) to provide continued service to Water Division construction projects.

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for a contract in the amount of \$100,000 plus NMGRT to the contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies (OAS) to allow for the continuation of needed repair and replacement work throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurement with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

City of Santa Fe, New Mexico

memo

Date: March 12, 2020 Munis # 3200461

To: Public Utilities Committee / Finance Committee / City Council

From: Paul A. Duran, Water Division Archaeological Technician *PAD*
PAG

MM
mm

Via: Shannon Jones, Public Utilities Department director *SJ*
Jesse Roach, Water Division Director *JR*
Brian K. Snyder, Water Division Engineering Manager *BKS*
BKS

RE: Request approval of Exempt Procurement for a contract with Eric Blinman, Director of the New Mexico Office of Archaeological Studies (OAS) in the amount of \$100,000 (plus NMGRT) to provide continued service to the Water Division construction projects.

ITEM AND ISSUE:

The Water Division requests approval of a exempt procurement for a contract in the amount of \$100,000 plus NMGRT to the contract with Eric Blinman, Director of the MNM Office of Archaeological Studies (OAS) to allow for continuation of needed repair and replacement work throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY:

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurements with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Funds for this work are available in Business Unit, Line Item 5050381.510310 in the amount of \$100,000.00 plus NMGRT.

Signature: Paul A. Duran
Paul A. Duran (Jun 4, 2020 07:10 PDT)
Email: paduran@santafenm.gov

Signature: JD
Email: jdroach@santafenm.gov

Signature: Brian K. Snyder
Brian K. Snyder (Jun 4, 2020 08:22 PDT)
Email: bksnyder@santafenm.gov

Signature: Shantae Jones
Shantae Jones (Jun 4, 2020 19:42 PDT)
Email: swjones@santafenm.gov



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Office of Archaeological Studies

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2019

Approved by Council Date: December 12, 2018

or by City Manager Date: _____

Contract is for: Archaeological studies for line projects

Amendment # 3 to the Original Contract# 18-1371

Increase/(Decrease) Amount \$ \$100,000.00

Extend Termination Date to: June 30, 2021

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: Increase the comp and extend term for Fy 20/21

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 100,000.00 of original Contract# Pending Termination Date: 6/30/2019

Reason: arch services

Amount \$ 0.00 amendment 1 Termination Date: 6/30/2020

Reason: _____

Amount \$ 100,000.00 amendment 2 Termination Date: 1/0/1900

Reason: _____

Amount \$ 100,000.00 amendment # 3 Termination Date: 6/30/2021

Reason: _____

Total of Original Contract plus all amendments: \$ \$300,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Exempt Procurement approved 9/12/18 and pending _____

6 Procurement History: _____

example: (First year of 4 year contract)

Fran Dunaway, CPO 5/12/20

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: WATER BU/Line Item: 5050381.510310

Alexis Lotero
Alexis Lotero (Jul 23, 2020 13:33 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

N/A

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271 _____

10 Certificate of Insurance attached. (if original Contract) [checked]

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Office of Archaeological Studies; Museum Of New Mexico

Procurement Title: OAS Exempt

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member: PUD/Water/ Paul Duran

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"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input checked="" type="checkbox"/>	<input 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"/>	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"/>	Other: _____

Public Utilities/Water Division/Engineering/ Paul Duran Archaeological Technician
 Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included

Fran Dunaway, CPO 5/12/20
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Paul Duran Archaeological Technician
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

Signature:  Fran Dunaway, PC May 12, 2020

Email: fadunaway@santafenm.gov

Signature:

Email:



NEW MEXICO

GENERAL SERVICES DEPARTMENT
Risk Management Division

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER: RMD-EOC-FY20

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: OFFICE OF CULTURAL AFFAIRS DEPART (50500)

LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:

12:00 AM 07/01/19 to 11:59 PM 06/30/20

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	\$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	\$100,000,000.00 Limit
F) Fine Arts.....	\$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative:	<i>Clinton Nicley</i>	
Date Issued:	7-1-2019	Clinton Nicley, Director, Risk Management Division , GSD

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2008

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars (\$200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars (\$750,000).

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the

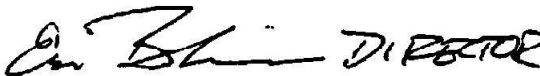
City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 12/17/2019

CONTRACTOR:
Office of Archaeological Studies


DIRECTOR

NAME & TITLE

Date: 10/28/19

CRS#02-171616-001
Registration # NA

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
Cmtg 12/11/19

APPROVED AS TO FORM:

 10/11/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars (\$100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed two hundred thousand dollars (\$200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixteen thousand eight

hundred seventy five dollars (\$16,875) 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 two hundred sixteen thousand eight hundred seventy-five dollars (\$216,875). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. **AGREEMENT IN FULL FORCE.**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

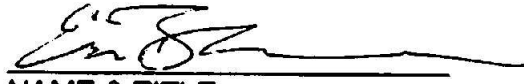
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 4/6/19

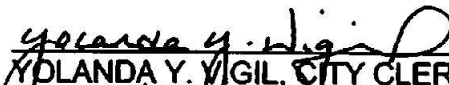
CONTRACTOR:
Office of Archaeological Studies


NAME & TITLE

Date: 4/23/19

CRS#02-171616-001
Registration # NA

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

 4/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit/Line Item

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER: RMD-EOC-FY19

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: STATE OF NEW MEXICO LOSS PAYEE: TO WHOM IT MAY CONCERN
and
DEPARTMENT OF CULTURAL AFFAIRS (50500)

Coverage Period:

12:01 AM 07/01/18 to 12:01 AM 07/01/19



This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained at http://www.generalservices.state.nm.us/riskmanagement/Resources_L.aspx

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	\$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	\$100,000,000.00 Limit
F) Fine Arts.....	\$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives. If you have any questions, contact:

Authorized Representative:		
Date Issued:	7-1-2018	Lara White Davis, Director, Risk Management Division, GSP

ITEM # 18-1371

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Office of Archaeological Studies hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall be prepared to provide archaeological research, historic research, inventory, monitoring, testing, treatment, analysis, and reporting services as required for City of Santa Fe Water Division projects. The following laboratory analysis specialties may be requested, either in-house or through contracts with specialists include the following materials: pottery, chipped stone, groundstone, fauna, macrobotanical, human remains, pollen, all historic artifact categories, radiocarbon dating, tree-ring dating, luminescence dating, and archaeomagnetic dating. The Contractor may be requested to provide support on projects with GIS, graphic artists, and editors, with both an informal (Administrative Reports) and formal (Archaeology Notes) publication series. The Contractor may also be requested, on behalf of the City of Santa Fe, to prepare and submit artifacts and samples to the Museum of Indian Arts and Culture's Archaeological Research Collections for permanent curation.

B. The Contractor shall work with the Water Division to assess the crew needs and duration of project needs of particular scopes of work. These may include, at the Water Division's discretion, preparation of monitoring plans, execution of monitoring plans, analyses of artifacts, and preparation of monitoring reports. The Contractor may provide other archaeological services as needed.

C. For each scope of work, The Contractor shall prepare a cost estimate based on the approved rates. Contractor estimates shall be submitted to the Water Division for review and approval. If scopes of work change, the Contractor will submit amended estimates for Water Division review and approval prior to initiating additional work. Invoices will be based only on actual work completed.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed one hundred thousand dollars (\$100,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand four hundred thirty seven and fifty cents. (\$8,437.50) 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 eight thousand four hundred thirty seven dollars and fifty cents (108,437.50).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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.

C. 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. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **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.

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

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the

City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service – Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the 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.

13. Amendment.

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

B. If the 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 Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

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

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other 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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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.

21. Records and Financial Audit.

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

22. 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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505


To the Contractor:
Office of Archaeological Studies
Museum of New Mexico
P.O. Box 2087
Santa Fe, NM 87504-2087

26. Authority.

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 12/17/18

CONTRACTOR:

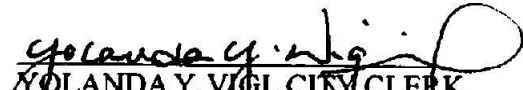
Office of Archaeological Studies



NAME AND TITLE

DATE: 12/18/18
CRS#02-171616-001
Registration # NA

ATTEST:


YOLANDA Y. VIGI, CITY CLERK
cc mtg. 12/12/18

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit Line Item

Signature: Maya Martinez
Maya Martinez (Aug 6, 2020 15:05 MDT)

Email: mfmartinez@santafenm.gov

Signature: Gerelyn Cardenas
Gerelyn Cardenas (Aug 10, 2020 08:21 MDT)

Email: gfcardenas@santafenm.gov


GB PUD 20-0376 Office of Archaeological Studies - not executed


Final Audit Report


2020-08-11


Created:	2020-08-06
By:	YODEL CATANACH (yocatanach@ci.santa-fe,nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3j9bnRXJP_GwpZDsqTIIKm-LqSPHbJPA


"GB PUD 20-0376 Office of Archaeological Studies - not executed" History


 Document created by YODEL CATANACH (yocatanach@ci.santa-fe,nm.us)
2020-08-06 - 8:50:00 PM GMT- IP address: 63.232.20.2


 Document emailed to Maya Martinez (mfmartinez@santafenm.gov) for signature
2020-08-06 - 8:56:33 PM GMT


 Email viewed by Maya Martinez (mfmartinez@santafenm.gov)
2020-08-06 - 9:04:12 PM GMT- IP address: 104.47.65.254


 Document e-signed by Maya Martinez (mfmartinez@santafenm.gov)
Signature Date: 2020-08-06 - 9:05:26 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-06 - 9:05:28 PM GMT


 Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-07 - 10:01:18 PM GMT- IP address: 104.47.64.254


 Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-07 - 10:13:51 PM GMT - Time Source: server- IP address: 73.26.218.44


 Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2020-08-07 - 10:13:53 PM GMT


 Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2020-08-10 - 2:15:54 PM GMT- IP address: 104.47.64.254


 Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2020-08-10 - 2:21:01 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2020-08-10 - 2:21:03 PM GMT


 Email viewed by Alan Webber (amwebber@santafenm.gov)
2020-08-10 - 2:24:25 PM GMT- IP address: 63.232.20.2

 Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-08-10 - 2:25:11 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature
2020-08-10 - 2:25:13 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)
2020-08-11 - 1:57:30 AM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)
Signature Date: 2020-08-11 - 1:58:05 AM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to Shannon Jones (swjones@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov), Alan Webber (amwebber@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), and 5 more
2020-08-11 - 1:58:05 AM GMT

Signature: 

Email: jdroach@santafenm.gov

Signature: *Shannon Jones*

Email: swjones@santafenm.gov












OAS #4 FY 2122

Final Audit Report

2021-02-09

Created:	2021-02-08
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-w--8zw9bjXzsF_ChPq49HFRSt24tRmk

"OAS #4 FY 2122" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-08 - 10:50:58 PM GMT- IP address: 63.232.20.2
-  Document emailed to Brian K. Snyder (bksnyder@santafenm.gov) for signature
2021-02-08 - 10:52:49 PM GMT
-  Email viewed by Brian K. Snyder (bksnyder@santafenm.gov)
2021-02-08 - 11:01:59 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Brian K. Snyder (bksnyder@santafenm.gov)
Signature Date: 2021-02-08 - 11:04:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-02-08 - 11:04:25 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-09 - 6:28:25 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-02-09 - 7:25:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-09 - 7:26:00 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-09 - 7:58:37 PM GMT- IP address: 174.237.134.182
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-09 - 7:59:06 PM GMT - Time Source: server- IP address: 174.237.134.182
-  Agreement completed.
2021-02-09 - 7:59:06 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

- i) Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of \$273,676.60 for The Term Of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW

Finance Committee: 05/03/2021
 Public Works Committee: 05/11/2021
 Governing Body: 05/12/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico

memo

DATE: April 23, 2021

TO: Finance Committee (May 03, 2021)

Public Works Committee (May 11, 2021)

Governing Body (May 12, 2021)

VIA: Manuel Gonzales, Interim ITT Director


Manuel Gonzales (Apr 26, 2021 10:11 AM CT)

FROM: David C. Tapia, Contracts Administrator D.T.

SUMMARY: Request for Approval of Funding in the Amount of \$273,676.60 for Installation, Modifications and Quality Verification of Communications Software, Hardware and Bandwidth to Meet Adequate Needs for Emergency Communications.

Summary: ITT along with the Fire and Police departments are requesting use of funding in the amount of \$273,676.60 in order to complete the process of moving, installing, and implementing the necessary modifications to the new Public Safety Radio System (P25 System) as prescribed in section III (Statement of Work) of the Emergency Determination Form attached with this packet.

Communications Error: City of Santa Fe Fire Department, City of Santa Fe Police Department, and ITT Department have identified disruptions in communication with the new Public Safety Radio System (P25 system) that was installed at the Los Montoyas tower. In particular, the First Responders in the field are not receiving an adequate signal and experiencing several dead zones throughout the City. This means emergency communication can suddenly drop or responders may experience inadequate communication with dispatch.

This communication error must be addressed with urgency to ensure safety for staff and the public. Through discussion and field testing with Motorola, it was determined that replacing the (no longer supported) XLT radios to the modern APX radios would mitigate the issue, and service has improved since these replacements were made. The next step to achieve maximum functionality is to Move the 15 channel P25 equipment from Los Montoyas site back to the "Prime" Buckman site.

Motorola Solutions is assisting the City of Santa Fe in this matter. They have been

consulted and have provided best possible solutions.

Action: Please approve Contract and the requested use of funding in the amount of \$273,676.60.

Budget: Funding from 3653501.572400.

Procurement: Motorola SWPA 10-00000-20-00048AH

Contract: 3202653



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Motorola / Corrective Action to Repair Emergency Response Communications Error

Procurement Title: Motorola SWPA 10-00000-20-00048AH

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/Fire Department/Police Department 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

David C. Tapia Contracts Administrator 04/08/2021
Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202653

Contractor: Motorola / Corrective Action to Repair Emergency Response Communications Error

Description: Motorola Solutions has assessed the Emergency Communications Error and has developed a detailed solution to adequately address the error in communications to ensure the disruptions between first responders and dispatch are corrected.

Contract Agreement Lease / Rent Amendment

Term Start Date: May 12, 2021 Term End Date: July 31, 2021

Approved by Council Date: _____

Contract / Lease:

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)

This is original contract. With a request for Emergency Use of Funding and procured with Motorola Statewide Pricing Agreement 10-00000-20-00048AH

3. **Procurement History:** Motorola SWPA 10-00000-20-00048AH / Emergency Determination Request

Fran Dunaway
Fran Dunaway (Apr 30, 2021 09:11 MDT)

Apr 30, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Issued through an SWPA. exp. 7/1/21---

4. **Funding Source:** 1/2% GRT

Org / Object: 3653501.572400

Andy Hopkins
Andy Hopkins (Apr 29, 2021 11:06 MDT)

Apr 29, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: note: please use appropriate PL code when requisition/PO is done

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: _____

CITY OF SANTA FE

SITE MOVE

APRIL 20, 2021



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2021 Motorola Solutions, Inc. All rights reserved.



April 29, 2021

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

Dear Manuel,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to present the attached proposal for the City of Santa Fe Site Move from Los Montoya's back to the Prime Site. With your support, and through collaboration among the Motorola Solutions and Santa Fe team members, we have developed a solution that best suits your current requirements, and establishes a strong foundation supporting your future public safety two-way radio efforts.

The proposal shall remain valid for a period of 60 days from the date of this cover letter and the pricing is pursuant to the New Mexico State Contract #10-00000-20-00048 and the terms and conditions of the enclosed Communication, Systems & Services Agreement ("CSSA"), together with its Exhibits, and this cover letter. City of Santa Fe may accept this proposal by issuing its purchase order to Motorola containing the following language: "This purchase is placed against NM State Contract number 10-00000-20-00048, and Motorola's proposal ("Proposal") dated 04/20/21 and the terms and conditions contained in the Proposal. The terms and conditions of NM State Contract number 10-00000-20-00048, the CSSA and the Proposal apply to this purchase and supersede all other terms and conditions, express or implied, including any preprinted or other terms and conditions contained in this Purchase Order."

Motorola appreciates your consideration of this Proposal and please feel free to contact Manny Barreras, Motorola Solutions Account Manager at 505-850-8194.

We thank you for the opportunity to furnish the City of Santa Fe with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Walter Whately', written over a light blue horizontal line.

Motorola Solutions, Inc.
Walter Whately
Area Sales Manager,
Motorola Solutions, Inc.

TABLE OF CONTENTS

Section 1	
Statement of Work	1-1
1.1 Assumptions.....	1-1
1.2 Proposed Timeline	1-3
Section 2	
Pricing Summary.....	2-1
Section 3	
Contractual Documentation	3-1

SECTION 1

STATEMENT OF WORK

This Statement of Work (SOW) describes the deliverables to be furnished to the City. The tasks described herein will be performed by Motorola, its subcontractors, and the City to implement the ASR site move. It describes the actual work involved in installation, identifies the installation

standards to be followed, and clarifies the responsibilities for both Motorola and the City during the project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola is proposing, per request by the City, a move of the ASR equipment from the "Camino De Los Montoyas" site to "Prime" site.

1.1 ASSUMPTIONS

Motorola has based the system design on information provided by the City and an analysis of the system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract shall require an additional change order.

- The City will supply all primary and backup power. Motorola assumes that the existing electrical panels at each site have load and breaker capacity for the new equipment being provided.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola does not guarantee coverage for the ASR ("Prime") Site. Coverage maps provided are for information only. Coverage verification pricing is included as an option for purchase. While not a coverage guarantee, the coverage verification uses purpose built test equipment to verify the coverage map predictions with actual drive tests within the City, and can also simulate in-building coverage in specific locations.
- The City is responsible for the site link between the ASR Site ("Prime") Site and the Master Site ("RECC"). A link test will be performed to verify performance of the existing microwave link.
- While every effort has been considered to minimize downtime, there will be a minimum of two brief periods of site trunking while zone and domain controllers are rebooted to integrate the site move. During these brief periods, the dispatch console system will not

have access to the ASR site. Dispatch communications will require the use of a portable radio to continue communications with field personnel.

- Sufficient space exists for installation of three equipment racks at the Prime site. Move of the existing analog Smartnet system racks is the responsibility of the City, and no assistance can be offered by Motorola due to obsolescence of this equipment.
- All existing equipment has been installed in a manner that meets current R56 standards.
- Tower modifications or replacements are not included in this proposal. Any structural modifications that are required based upon the structural analysis reports are the responsibility of the City.
- The previously included option for tower mapping and structural analysis was removed by the City. Tower mapping and structural analysis are now the responsibility of the City. Motorola will not engage in any Prime Site tower work until notice to proceed letter is provided by the City of Santa Fe.
- The City is responsible for relocating the analog Smartnet antennas off of the "Prime" site tower should the structural analysis indicate the need to do so. Motorola can be contracted to provide this service if necessary.
- The City has asked that the antennas and coaxial feedline stay in place and not be removed at the Los Montoyas radio site. Motorola is not responsible for decommissioning this equipment.
- Wall penetrations are existing at the Prime site for new coax/waveguide.
- Motorola assumes that space is available on the existing tower to accommodate the new antenna networks consisting of one receive antenna network and two transmit antenna networks.
- The City will provide Type 1 and Type 2 surge suppression for the equipment rooms per R56 requirements.
- The timeline provided as part of this proposal is preliminary in nature, and subject to change. It is meant to be representative of the schedule required to implement the scope of work of this proposal. The final Project Schedule will be customized to the City and finalized during Design Review.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola provided receiver(s). Should the City system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Guidelines for Communications sites.
- A new system warranty is not considered in this proposal. The current system warranty, which began January 15, 2021, will continue with this equipment after relocation. The new antenna systems and tower top amplifier will carry the manufacturer's standard one year warranty from the date of shipment, and the installation of the new antennas and tower top amplifier will be warranted for one year from the date of installation.

1.2 PROPOSED TIMELINE

- Assumes the structural analysis is complete, notice to proceed is given, and the site shelter is ready for installation of equipment.

Task	Days
Install antenna systems	10
Develop drawings and cutover plan	3
Site walk at Prime site shelter Develop drawings (rack, floorplan, antenna, network drawings) for Prime site Develop power plan for new equipment at Prime site Create step-by-step cutover plan	
Develop Final coverage maps and Coverage Verification Test	2
Site Prep and Cutover	5
Perform link test for the MW link at Prime Site Run ethernet cables from MW equipment to location of new equipment at Prime Site and to the Zone core at Dispatch Develop and load new TnCT files (routers and switches) into system Push new TnCT config files to Core routers and switches (may require a short site trunking event at Los Montoyas) Verify space and power drops at Prime Site for new equipment Perform antenna line sweeps (DTF, VSWR, etc) on the new TX (2) and RX (1) systems Load new site license software in Core	
Relocate 5 channels to Prime Site	4
Disable 5 channels at Los Montoya site (Rack 3) Activate other channels to keep 10 channels active at Los Montoyas site (coordinate with the old system to maintain 5 channels on the analog system) Disconnect cables (antennas and network) for ESS rack 3 Remove power to ESS rack 3 Relocate rack 3 to Prime Site Connect new cables (antennas and network) to rack 3 at Prime site Connect power to rack 3 Connect new router for rack 3 to MW link and verify active connection Re-Configure equipment (network, base stations, site controller, etc) as Site 2 Perform site 2 configuration work in Zone Core (UEM, UNC, Provisioning Manager) Turn off 5 of the 10 channels at Los Montoya site Put the Prime Site 5-channel site on the air Perform PTT tests to verify site operation Verify customer radios are roaming to the site	
Relocate remaining 10 channels to Prime Site	5

Task	Days
Disable the remaining 10 channels at Los Montoya site Disconnect cables (antennas and network) for ESS racks 1 & 2 Remove power to ESS racks 1 & 2 Relocate the racks to Prime Site Connect new cables (antennas and network) to racks 1& 2 at Prime site Connect power to racks 1 & 2 Connect rack 1 routers to MW link and verify active connections Turn on 5 of the 10 channels in racks 1 & 2 Perform PTT tests to verify operation Verify customer radios are roaming to the site Turn off 5 channels in Rack 3 Turn on 5 additional channels in racks 1 & 2 (coordinate with the old system to maintain 5 channels on the analog system) Reprogram Rack 3 equipment as Site 1 Connect rack 3 equipment to racks 1 & 2 (network cables and RX line) Reorganize the 10 frequencies to be spread across the 3 racks (coordinate with the old system to maintain 5 channels on the analog system) Monitor site for activity to verify site operation Perform clean-up work in Zone core (UEM, UNC, Provisioning Manager)	
Coverage Verification Option	14
Create coverage test grids in Hydra Configure Voyager coverage test kits Perform testing - estimate 2 people x 5 days Crunch data and create final report	
R56 Audit	5
Final Punchlist and Documentation	2
Total estimated duration (days)	50

SECTION 2

PRICING SUMMARY

Description	Price
Implementation Services	\$196,805.00
Option: Coverage Verification	\$30,815.00
Infrastructure Equipment	\$31,257.25
Discount: NM State Contract 00048 - Infrastructure	(\$3,125.73)
NM State Tax on Implementation Services	\$17,925.08
Total Services and Infrastructure	\$273,676.60

SECTION 3

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and **City of Santa Fe, NM** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Payment"

Exhibit B Technical and Implementation Documents

B-1 "Pricing Summary & Equipment List" dated ___April 19, 2021_____

B-2 "Implementation Statement of Work" dated ___April 19, 2021_____

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the

System(s) is (are) described in the Technical and Implementation Documents.

“**System Data**” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“**Warranty Period**” for System Hardware, or services related to system implementation means one (1) year from the date of Beneficial Use. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of the expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. RESERVED.

3.6. RESERVED.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. RESERVED.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer’s

issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment pursuant to the applicable maintenance and support Statements of Work. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance during the Warranty Period; or 2) continue or expand maintenance, installation after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, will be included in the Maintenance and Support Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

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

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

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any

assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$\$273,676.60**. If applicable, a pricing summary is included with the Payment schedule in Exhibit A. Motorola has priced the Services and Equipment as an integrated System. A change in Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, and/or subscription services which are not included in the Contract Price may be listed in Exhibit A, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit A. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Motorola will pack

and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Manuel Gonzales
Address: PO Box 909 Santa Fe NM 87504
Phone: 505-231-1749

E-INVOICE. To receive invoices via email:
Customer Account Number: 1011658616

Customer Accounts Payable Email: itt@santafenm.gov

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: City of Santa Fe Radio Shop

Address: 301 Montezuma Santa Fe NM 87501

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____ (Same as Above)

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents,

the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

RESERVED.

Section 9 SYSTEM ACCEPTANCE

RESERVED.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. RESERVED.

10.4. **EXCLUSIONS TO EQUIPMENT WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment warranty claim, Motorola

will (at its option and at no additional charge to Customer) repair the defective Equipment, replace it with the same or equivalent product, or refund the price of the defective Equipment. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance to all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, Motorola agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the Customer 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 Customer 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. **IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCTS PURCHASED BY THE CUSTOMER HEREUNDER.**

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or

other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment own and retain all of their respective Proprietary Rights in the Equipment, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment,

or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 **RESERVED.**

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2 **APPROPRIATIONS** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. In the event the Customer, or, if applicable, the Customer Board, fails to appropriate funds for this Agreement, the Customer may terminate this Agreement (in whole or part) at any time for any reason. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for the portion of the Contract Price attributable to the Equipment, and/or Software delivered, and all services performed, on or before the effective date of the termination; If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses.

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

17.4. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.5. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.6. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind. The parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and Motorola. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17.7. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.10 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.11. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.12. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to

correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: If any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.14. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

CITY OF SANTA FE:

Alan Webber, City Mayor

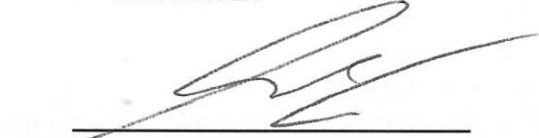
DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

Communication System and Services Agreement v.1.22.2020

MOTOROLA



Name & Title
Date: 4/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 28, 2021 14:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Apr 29, 2021 11:14 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

Business Item/Line Item: 3653501.572400

**Exhibit A
PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 100% of the Contract Price due upon contract execution (due upon effective date);**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



**State of New Mexico
General Services Department**

Statewide Price Agreement

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

Email:
Telephone No.:

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

Payment Terms: **Net 30**

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

Delivery: **See pages 6&7**

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

Procurement Specialist: **Raelynn Lujan**

RL

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

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

Invoice:
As Requested

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

Term: November 18, 2020 thru November 17, 2022

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

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

JDL

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

Page-2

Terms and Conditions

(Unless otherwise specified)

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

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

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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

Page-4

this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on 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)

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

Page-5

days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Indemnity Clause

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

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

Article VIII – Issuance 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
Statewide Price Agreement #: 10-00000-20-00048

Awarded Vendors:

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

Delivery: 10 days ARO, typical
Preference: Resident

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

Delivery: 1-6 Weeks or As Requested

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

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

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

Delivery: 4-6 Weeks or as requested

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

Delivery: 15 Days ARO

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

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

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

Delivery: As Requested

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

Page-7

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

Delivery: FOB
Preference: Resident

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

Delivery: 1-8 weeks

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

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

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

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

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

Specifications:

Supplemental Terms and Conditions

General

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

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

Multiple Awards

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

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

Term

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

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

Agreement Performance Monitoring

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

Reporting Requirements

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

Equipment Warranty

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

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

Page-9

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

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

Extended Warranty

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

Out of Warranty Repair Service and Parts

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

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

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

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

Warranty on Repairs

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

Technical Support

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

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

Engineering Support

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

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

Page-10

Discontinued Items

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

Training Costs

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

Shipping

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

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

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

Scope of Procurement:

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

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

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

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

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

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

Page-11

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

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

Specifications:

A. Radio Communication Equipment

Including Receivers/Pagers; Land Mobile Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios in accordance with current industry standards; Base Stations, Repeaters and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 capable stations and repeaters); Communication Control Console Systems; Portable Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios); Radio Trunking Control Systems, ancillary equipment and software; Radio Communications Towers and associated equipment; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband, WiFi and LTE (to include commercial and Band 14 FirstNet compatible devices); Networking including System-wide and local Interoperability Solutions; Biometric Applications.

B. Emergency Response Command and Control Equipment and Services

This Invitation to Bid (ITB) will establish a Statewide Price Agreement for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by New Mexico's state agency or local public bodies. Actual operators of the equipment will be "first-on-the-scene" emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

C. Mobile Command Interoperable Communication Equipment and Services

This ITB will establish a Statewide Price Agreement for systems and equipment for voice, data and video communication interoperable for mobile command systems. Access to wide area network may be via optional satellite, optional wireless (WiFi) optional video network interfacing, optional networking (including public or private LTE systems) and gateway interfaces. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable.

D. Implementation Services

This category was added to describe the types of services the Bidder may choose to offer in order to integrate and implement the various products offered in Categories A, B and C above, into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by the Bidder in the other categories. These services may include support to system design, installation integration, system or component optimization, testing, training, obtaining certifications...etc. Bidders may bid integration or implementation services for products from any or all of the Categories. It is preferable that bidders bid integration services for all products for which the bidder is submitting a bid.

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

Page-12

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

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

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

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

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

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

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

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

Method of Award:

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

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

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

Page-13

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

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

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

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

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

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

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

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

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

Items Awarded:

Listed in pages below

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

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

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

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

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

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

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

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

Page - 1

BID PRICING RESPONSE FORM

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

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

A. Radio Communication Equipment

B. Emergency Response Command and Control Equipment and Services

C. Mobile Command Interoperable Communication Equipment and Services

D. Implementation Services

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

Vendor (AA)

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

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

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

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

Vendor (AA)

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

Vendor (AA)

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

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

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

Vendor (AA)

32	Broken Arrow Electric	no website
33	Brother	https://www.brother-usa.com/
34	CalAmp	https://www.calamp.com/
35	Cambium Networks	https://www.cambiumnetworks.com/
36	CBNL	www.winncom.com
37	Cel-Fi by Nextivity	www.winncom.com
38	Cellular Specialties	https://www.westell.com/
39	Ceragon	https://www.ceragon.com/
40	Cisco Systems	www.winncom.com
41	Citel	www.winncom.com
42	Cobham	https://cobhamwireless.com/
43	Codan Communications	https://codancomms.com/
44	Code 3	https://www.code3esg.com/
45	CommScope	https://www.commscope.com/
46	Crane Services of NM	www.craneserviceinc.com
47	DAS Distributed Antenna Ssystems	www.advtoway.com
48	David Clark	https://www.davidclarkcompany.com/
49	DDB Unlimited	www.winncom.com
50	Dell	www.dell.com
51	DigiKey	www.digikey.com
52	Dragonwave	https://www.dragonwavex.com/
53	DuraComm	www.winncom.com
54	DVL	www.dvlnet.com
55	EF Johnson	www.efjohnson.com
56	EMR Corp.	http://www.emrcorp.com/
57	EnviroBuilding	www.envirobuildings.com
58	Ericsson	www.winncom.com
59	Exalt Communications	www.winncom.com
60	Extralink	www.winncom.com
61	Extreme	https://www.extremenetworks.com/
62	Extreme Networks	www.winncom.com
63	Extricom	www.winncom.com
64	FCC	www.advtoway.com
65	Federal Signal	https://www.fedsig.com/
66	Fiplex Communications	www.winncom.com
67	FireCom	https://www.firecom.com/
68	Firetide	www.winncom.com
69	Fontech	www.winncom.com
70	Freedom	http://freedomcte.com
71	FreeWave	www.winncom.com

Vendor (AA)

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

Vendor (AA)

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

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

Vendor (AA)

192	Wilson Electronics	https://www.wilsonelectronics.com/
193	Wincomm	www.winncom.com
194	WinnCloud	www.winncom.com
195	Winncom Technologies	www.winncom.com
196	Xirrus by Cambium	www.winncom.com
197	Zetron	https://www.zetron.com/

**Code 3
Services,
LLC**

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

BID PRICING RESPONSE FORM

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

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

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

Vendor (AC)

PG 1

Electro-Magwave, Inc



State of New Mexico - Communications, radio equipment, parts, accessories and related services
 Event 10-00000-20-00048 MSRP/ Discount Price List - Confidential Effective September 30, 2020
 Phone: 216-453-1160 Ext.8329
 Cell Direct: 216-242-0244
 Fax: 815-904-6052

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

Model	Description	MSRP	State of New Mexico Price	State of New Mexico Discount
NMO Cables - Mounts				
EM-BSA001	Antenna Adapter, NMO to Type N Jack, 0 to 3000 MHz	\$23.10	\$11.55	50.00%
EMBKT-016SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 5/8" Hole, Stainless Steel	\$18.00	\$9.00	50.00%
EMBKT-019SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 3/4" Hole, Stainless Steel	\$19.00	\$9.50	50.00%
EM-M11001	NMO 3/4" Hole Mount Only, No Cable	\$10.00	\$5.00	50.00%
EM-M11001-058	NMO Mount, 17' RG58/U cable, 30-1000 MHz, no connector	\$19.00	\$9.50	50.00%
EM-M11001-058-35	NMO Mount, 35' RG58/U cable, 30-1000 MHz, no connector	\$36.00	\$18.00	50.00%
EM-M11001-195	NMO Mount, 17' RF195 low loss cable, 30-1000 MHz, no connector	\$27.00	\$13.50	50.00%
EM-M11001-195-35	NMO Mount, 35' RF195 low loss cable, 30-1000 MHz, no connector	\$48.00	\$24.00	50.00%
EM-MAG-058	Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector	\$39.00	\$19.50	50.00%
EM-MAG-195	Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector	\$49.00	\$24.50	50.00%
EM-MAG-058-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector (50 lbs pull strength)	\$49.00	\$24.50	50.00%
EM-MAG-195-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector (50 lbs pull)	\$59.00	\$29.50	50.00%
EM-MTR11001	NMO Thick Roof Mount Only	\$18.00	\$9.00	50.00%
EM-MTR11001-058	NMO Thick Roof Mount w/17' RG58/U cable attached, no connector	\$23.00	\$11.50	50.00%
EM-MTR11001-195	NMO Thick Roof Mount w/17' 195 low loss cable attached, no connector	\$33.00	\$16.50	50.00%
Connectors				
EMMP-058	Mini-UHF male plug connector for RG-58 and 195 type cable	\$2.30	\$1.15	50.00%
EMPL259-CRIMP	PL-259 connector solder center pin, crimp sleeve for RG-58 and 195 type cable	\$2.80	\$1.40	50.00%
EMBP-058	BNC male plug connector for RG-58 and 195 type cable	\$2.80	\$1.40	50.00%
EMNP-058	N Plug (male) connector-nickel plated body, goldplated center pin, crimp/solder for RG-58 and 195 type cable	\$5.00	\$2.50	50.00%
EMSP-058	SMA male plug connector for RG-58 and 195 type cable	\$5.00	\$2.50	50.00%
EMTP-058	TNC male plug connector for RG-58 and 195 type cable	\$2.80	\$1.40	50.00%
Mobile VHF/UHF e/m-Flex® Antennas				
EMFLX-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 108-520 MHz (tunable range)	\$51.00	\$25.50	50.00%
EMFLX-M10003	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	\$56.50	\$28.25	50.00%
EMFLX-M10003-GPI	UHF 2dB gain roof mount antenna, e/m-Flex® spring 380-520 MHz (tunable range) Ground Plane Independent	\$60.00	\$30.00	50.00%
EMFLX-M10004	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10004-GPI	VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EMFLX-M10007	UHF 5dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	\$65.50	\$32.75	50.00%

Vendor (AC)

PG 2

EMFLX-M10007-GPI	UHF 3dBd gain roof mount antenna, elm-Flex® spring 440-480 MHz Ground Plane Independent	\$70.00	\$35.00	50.00%
EMFLX-M10013	UHF 3dB gain roof mount antenna, elm-Flex® Poly spring 470-520 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10014	VHF 3dB gain roof mount antenna, elm-Flex® Poly spring 144-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10014-GPI	VHF 2dB gain roof mount antenna, elm-Flex® Poly spring 144-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EMFLX-M10008-WB	VHF Wide Band quarter-wave roof mount antenna, elm-Flex® Poly spring 144-174 MHz, No Tuning Required	\$89.00	\$44.50	50.00%

Mobile VHF/UHF S.S. Spring Antennas

EM-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna w/S.S. spring 108-520 MHz (tunable range)	\$51.00	\$25.50	50.00%
EM-M10003	UHF 3dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	\$56.50	\$28.25	50.00%
EM-M10003-GPI	UHF 2dB gain roof mount antenna w/S.S. spring 380-520 MHz (tunable range) Ground Plane Independent	\$60.00	\$30.00	50.00%
EM-M10004	VHF 3dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EM-M10004-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EM-M10007	UHF 5dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	\$65.50	\$32.75	50.00%
EM-M10007-GPI	UHF 3dBd gain roof mount antenna, w/S.S. spring 440-480 MHz Ground Plane Independent	\$70.00	\$35.00	50.00%
EM-M10014	VHF 3dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EM-M10014-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%

Mobile VHF/UHF No Spring Antennas

EM-M10001-LS	VHF/UHF Broad Band quarter-wave roof mount antenna, No Spring 108-520 MHz (tunable range)	\$35.00	\$17.50	50.00%
EM-M10003-LS	UHF 3dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	\$35.00	\$17.50	50.00%
EM-M10003-GPI-LS	UHF 2dB gain roof mount antenna, No Spring 380-520 MHz (tunable range) Ground Plane Independent	\$36.00	\$18.00	50.00%
EM-M10004-LS	VHF 3dB gain roof mount antenna, No Spring 132-174 MHz (tunable range)	\$43.00	\$21.50	50.00%
EM-M10004-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 132-174 MHz (tunable range) Ground Plane Independent	\$46.00	\$23.00	50.00%
EM-M10014-LS	VHF 3dB gain roof mount antenna, No Spring 144-174 MHz (tunable range)	\$36.00	\$18.00	50.00%
EM-M10014-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 144-174 MHz (tunable range) Ground Plane Independent	\$39.00	\$19.50	50.00%
EM-M10007-LS	UHF 5dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	\$48.00	\$24.00	50.00%

Mobile 700/800/900 MHz

EM-M11003	Roof mount antenna, 3dB gain, 764-869 MHz	\$39.90	\$19.95	50.00%
EM-M11004	Roof mount antenna, 3dB gain, 890-960 MHz	\$39.90	\$19.95	50.00%
EM-M11009	Quarter-wave roof mount antenna, 746-960 MHz	\$29.00	\$14.50	50.00%
EM-M11008	Roof mount antenna, 3dB gain, 806-894 MHz	\$39.90	\$19.95	50.00%
EM-M11014	Roof mount antenna, 6dB gain, Collinear, 890-960 MHz	\$51.50	\$25.75	50.00%

Mobile Multi-Band Antennas

EM-M20007	LTE Poly Pro flexible antenna for NMO applications, 698-960 MHz/1710-2700 MHz	\$54.00	\$27.00	50.00%
EM-M22001	LMR Poly Pro, Dual Band low profile flexible antenna for NMO applications, UHF 450-520 MHz/746-960 MHz	\$64.00	\$32.00	50.00%

Mobile/Fixed GPS Antennas and Combination Mounts

EM-MG11006-SP	NMO/GPS Combo Mount; NMO RG58/U-no connector, GPS RG174 w/SMA plug connector	\$110.00	\$55.00	50.00%
EM-MG11006-SP-195	NMO/GPS Combo Mount; NMO 195 type low loss-no connector, GPS RG174 w/SMA plug connector	\$125.00	\$62.50	50.00%
EM-MG11022-SP	NMO/GPS/GLONASS Combo Mount; NMO RG58/U-no connector, GPS/GLONASS RG174 w/SMA plug connector	\$110.00	\$55.00	50.00%
EM-MG11022-SP-195	NMO/GPS/GLONASS Combo Mount; NMO 195 type low loss-no connector, GPS, GLONASS RG174 w/SMA plug	\$125.00	\$62.50	50.00%

EM-MG13004-SP	GPS/GLONASS magnet mount antenna, 16.5' Cable, SMA Plug connector	\$25.00	\$12.50	50.00%
EM-AG13007-SP-174	GPS/GLONASS (L1) SMA Plug (male), 9.8 ft. RG-174/U	\$40.00	\$20.00	50.00%
EM-AG13007-NJ	GPS/GLONASS (L1) N Type Jack (female)	\$40.00	\$20.00	50.00%
EM-AG13007-NP	GPS/GLONASS (L1) N Type Plug (male)	\$38.00	\$19.00	50.00%

Mobile WiFi Combination Antennas

EM-M51001	NMO/WiFi Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA	\$130.00	\$65.00	50.00%
EM-MG51002-SP	NMO/WiFi/GPS/GLONASS Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA, GPS RG174/U	\$145.00	\$72.50	50.00%

"X"-Nuts

EM-MX0152	"X"-Nut™ quarter-wave VHF 152-162 MHz	\$18.50	\$9.25	50.00%
EM-MX0162 (*)	"X"-Nut™ quarter-wave VHF 162-174 MHz	\$18.50	\$9.25	50.00%
EM-MX0450	"X"-Nut™ quarter-wave UHF 450-520 MHz	\$18.50	\$9.25	50.00%
EM-MX0746	"X"-Nut™ quarter-wave 746-894 MHz	\$18.50	\$9.25	50.00%
EM-MX0890 (*)	"X"-Nut™ quarter-wave 890-960 MHz	\$18.50	\$9.25	50.00%
EM-MX0108-FT	"X"-Nut™ 108-960 MHz - Field Tunable	\$20.50	\$10.25	50.00%

Available until Depleted*Base Station and Fixed Station Antennas**

EM-A11015	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, Black	\$60.00	\$30.00	50.00%
EM-A11015-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, Black	\$60.00	\$30.00	50.00%
EM-A11016	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, White	\$60.00	\$30.00	50.00%
EM-A11016-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, White	\$60.00	\$30.00	50.00%
EM-A20003-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (Black)	\$50.00	\$25.00	50.00%
EM-A20004-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (White)	\$50.00	\$25.00	50.00%
EM-A40001	Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (Black)	\$50.00	\$25.00	50.00%
EM-A40002	Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (White)	\$50.00	\$25.00	50.00%
EM-B40004-NJ	Multi-Band IDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz	\$39.00	\$19.50	50.00%
EM-B40005-NJ	Multi-Band IDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz, PIM Rated	\$51.00	\$25.50	50.00%
EM-B42001-NJ	Wide Band IDAS Indoor Ceiling Mount Antenna 698-6000 MHz	\$47.00	\$23.50	50.00%
EM-B42002-NJ	Wide Band IDAS Indoor Ceiling Mount Antenna, PIM Rated 698-6000 MHz	\$59.00	\$29.50	50.00%
EM-B11410	Yagi Antenna, 10 dBi, 7 Element, 450-470 MHz, N Jack Connector, Black	\$155.00	\$77.50	50.00%
EM-B11809	Yagi Antenna, 9.5dBi, 6 Element, 760-870 MHz, N Jack Connector, Black	\$94.00	\$47.00	50.00%
EM-B11909	Yagi Antenna, 9.5dBi, 6 Element, 890-960 MHz, N Jack Connector, Black	\$94.00	\$47.00	50.00%
EM-BFG11905-NJ	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Jack Connector	\$112.00	\$56.00	50.00%
EM-BFG11905-NP	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Plug Connector	\$50.00	\$25.00	50.00%
EM-BFG40006-NJ	Base Station, 4G/LTE Fiberglass, Omnidirectional, 2dBi, 698-960/1710-2500 MHz, N Jack Connector	\$250.00	\$125.00	50.00%
EM-BGT13005-TJ	Timing Antenna, GPS/GLNSS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray	\$98.00	\$49.00	50.00%
EM-BGT13006-TJ	Timing Antenna and Mount Kit, GPS/GLNSS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray, Steel Mounting	\$149.00	\$74.50	50.00%
EMBKT-BSA100	Base Station Ground Plane Kit, NMO to N Type, 108-520 MHz	\$42.45	\$21.23	50.00%
EMBKT-BSA800	Base Station Ground Plane Kit, NMO to N Type, 800/900 MHz	\$40.00	\$20.00	50.00%
EMBKT-IDAS40004	Bracket, Twist Lock Type for Mounting EM-B40004 & EM-B40005 IDAS Series Antennas	\$9.00	\$4.50	50.00%

Duplexed Antenna Kits

Vendor (AC)

PG 3

EM-MBD41000-NJ	Duplexer, N-Jack connectors (108-180/ 380-870 MHz)	\$105.00	\$52.50	50.00%
EM-MBD41002	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer	\$222.00	\$111.00	50.00%
EM-MBD41003	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer,	\$284.00	\$142.00	50.00%
EM-MBD41004	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband	\$370.00	\$185.00	50.00%
EM-MBD41005	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband	\$294.00	\$147.00	50.00%
EM-MBD41006	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz	\$325.00	\$162.50	50.00%
EM-MBD41007	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz,	\$415.00	\$207.50	50.00%

Portable Antennas

EM-P90007-BP	Molded Flexible Unity Gain portable antenna, Telescopic, Adj. Field Tune, 118-174 MHz, BNC Connector	\$34.60	\$17.30	50.00%
EM-P90009-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 450-470 MHz, BNC Connector	\$27.00	\$13.50	50.00%
EM-P90011-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 150-160 MHz, BNC Connector	\$26.75	\$13.38	50.00%
EM-P90013-148-SF	Molded Flexible Unity Gain portable antenna, Helical, 148-162 MHz, SF Connector for Motorola APX Series	\$15.00	\$7.50	50.00%
EM-P90013-162-MD	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, MD Connector for Harris Series	\$15.00	\$7.50	50.00%
EM-P90013-162-SF	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SF Connector for Motorola APX Series	\$15.00	\$7.50	50.00%
EM-P90013-162-SFK	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SFK Connector for Kenwood & EF Johnson	\$15.00	\$7.50	50.00%
EM-P90013-162-SM	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SM Connector for Relm Wireless BK Series	\$15.00	\$7.50	50.00%
EM-P90016-SF	Molded flexible 1/4 wave portable antenna, SF connector 380-520 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P90016-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 380-520 MHz for Kenwood and EF Johnson Series	\$29.90	\$14.95	50.00%
EM-P90110-MD	Molded flexible 1/2 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	\$29.90	\$14.95	50.00%
EM-P90110-SF	Molded flexible 1/2 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P90110-SFK	Molded flexible 1/2 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	\$29.90	\$14.95	50.00%
EM-P90111-MD	Molded flexible 1/4 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	\$15.90	\$7.95	50.00%
EM-P90111-SF	Molded flexible 1/4 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	\$15.90	\$7.95	50.00%
EM-P90111-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	\$15.90	\$7.95	50.00%
EM-P90220-MD	Molded flexible 1/2 wave portable antenna, MD conn. 890-960 MHz for Harris P5300 series	\$29.90	\$14.95	50.00%
EM-P90403-SP	Portable Antenna, 5 dBi Gain, 0 & 90 deg. Articulating, 2400-2500 MHz, SMA Connector	\$24.00	\$12.00	50.00%
EM-P90918-SF	Molded flexible 1/4 wave portable antenna, SF connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Motorola	\$42.00	\$21.00	50.00%
EM-P90918-SFK	Molded flexible 1/4 wave portable antenna, SFK connector, Unity Gain, Broad Band VHF, 150-174 MHz, for KW and	\$42.00	\$21.00	50.00%
EM-P90918-SM	Molded flexible 1/4 wave portable antenna, SM connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Relm	\$42.00	\$21.00	50.00%
EM-P91201-SF	Molded flexible 1/4 wave portable antenna, SF connector 380-520/698-870 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P92202-SM	Portable, LTE Multi-Band, 698-960 / 1710-2700 MHz, 0 & 90 Degree Articulating, SMA Male (SM)	\$25.00	\$12.50	50.00%
EM-P92401-SF	All Band VHF/UHF/700/800/900 MHz Portable Antenna 136-174/380-512/763-940 MHz Motorola™ APX™ Series	\$70.00	\$35.00	50.00%

Replacement Parts

EM2A-08RP	Whip 30" Blk Chrome, for EM-M10001 & EMFLX-M10001	\$18.00	\$9.00	50.00%
EM2A-11RP	Whip 55" Tapered Blk Chrome, for EM-M10004, EM-M10004-GPI, EMFLX-M10004, EMFLX-M10004-GPI	\$20.00	\$10.00	50.00%
EM2A-15RP	Whip 40" Tapered Open Coil, UHF 5dB Gain for EM-M10007 & EMFLX-M10007	\$24.00	\$12.00	50.00%
EM2A-16RP	Whip 46" Tapered Blk Chrome, for EM-M10014, EM-M10014-GPI, EMFLX-M10014, EMFLX-M10014-GPI	\$20.00	\$10.00	50.00%
EM2A-17RP	Whip 15" Blk Chrome, for EM-M10003 & EMFLX-M10003	\$16.00	\$8.00	50.00%
EM2A-152RP	Whip assy. "X"-Nut™ model EM-MX0152	\$10.00	\$5.00	50.00%
EM2A-450RP	Whip assy. "X"-Nut™ model EM-MX0450	\$10.00	\$5.00	50.00%
EM2A-746RP	Whip assy. "X"-Nut™ model EM-MX0746	\$10.00	\$5.00	50.00%
EM2A-890RP	Whip assy. "X"-Nut™ model EM-MX0890	\$10.00	\$5.00	50.00%

EM2A-108-FTRP	Whip assy. "X"-Nut™ model EM-MX0108-F	\$12.00	\$6.00	50.00%
EM3A-01RP	S.S. Spring, Blk Chrome for EM-M10001, EM-M10003, EM-M10003-GPI & EM-M10004	\$30.00	\$15.00	50.00%
EM3A-02RP	S.S. Spring, Blk Chrome for EM-M10007	\$30.00	\$15.00	50.00%
EMFLX3A-01RP	e/m-Flex® Poly Spring for EMFLX-M10001, EMFLX-M10003, M10003-GPI & EMFLX-M10004	\$30.00	\$15.00	50.00%
EMFLX3A-02RP	e/m-Flex® Poly Spring for EMFLX-M10007	\$30.00	\$15.00	50.00%
EM6A-01RP	Base EM-M & EMFLX-M10001; EM-M11003,11004,11005,11008; EM-MX All Models	\$18.00	\$9.00	50.00%
EM6A-04RP	Base Coil for VHF models EM-M10004 & EMFLX-M10004, EM-M10014 & EMFLX-M10014	\$25.00	\$12.50	50.00%
EM6A-05RP	Base Coil for UHF models EM-M10003, EMFLX-M10003, EM-M10007 & EMFLX-M10007	\$25.00	\$12.50	50.00%
EM6A-06RP	Base Coil for UHF models EM & EMFLX-M10003-GPIs, EM & EMFLX-M10007 GPIs	\$30.00	\$15.00	50.00%
EM6A-07RP	Base Coil for VHF models EM & EMFLX-M10004-GPIs, EM & EMFLX-M10014-GPIs	\$32.50	\$16.25	50.00%
EM6A-11RP	Base Coil for VHF model EMFLX-M10008-WB, 144-174 MHz	\$56.00	\$28.00	50.00%
EM9-02RP	Base O-Rings - (25 pack) fits all EM6A type bases	\$25.00	\$12.50	50.00%
EM9-11RP	Gasket/Dust Pad for NMO/GPS Combination Mount Models	\$10.00	\$5.00	50.00%

Vendor (AD)

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

Page-1

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

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

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

State of New Mexico
General Services Department
Purchasing Division

Vendor (AD)

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

Page-2

23.	LEM Solutions	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
24.	AXON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
25.	Lind Electronics	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Power Accessories	5%
26.						
27.						
28.						
29.						
30.						

Vendor (AE)

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

Page-1

BID PRICING RESPONSE FORM

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

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

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Matsuda	Radio Pts./Access		Parts/Access	2-Way Radio/Parts/Access	26
2.	Jessco	Communic.		Access	Wireless Comms. Products	5
3.	PCTel	Radio Access		Antennas	Mobile/Base/Port. Antennas	5
4.	Harris/GE	Radio Parts		Radio Pts./Access	Parts 2-Way radios	3
5.	Patrol PC	Comms.		MDT	Mobile Data Systems	3
6.	Allied Comm.	Parts		Components	Parts/Access	3
7.	Digitek	Parts		Components	IC, Resistor, Cap., Xistors	3
8.	Midland	Radio Equip		2-Way Radio	2-Way radios/Access	3
9.	Alcatel	Radio Equip		Microwave	MW Radios/Access	5
10.	Nik. Elect.	Parts		Components	IC/Resistors/Caps/Xistors	3
11.	Icon	Radio Equip		2-Way Radio	2-Way radios & Access	11
12.	Eltek	Radio Equip		Rectifier	Inverters/Converters	5
13.	Proxim	Radio Equip		Wireless LAN	Wireless Equip/Access	5
14.	Infosat	Radio Equip		Comms.	Remote Comm. Satellite	5
15.	CommScope/Andrew	Comms.		Cable	Cable/Connectors	5
16.	Tait	Radio Equip		2-Way radios	Radio Access/Parts	5
17.	Caitronics	Comms.		Consoles	Base Stn. Consoles	3
18.	Getac	Comms.		MDT	Mob. Data Systems	1
19.	Panasaxia	Comms.		CCTV	Cameras/Monitors/Recorders	1
20.	Rohn Prod.			Towers	Towers/Poles	3
21.	Surecall			Cellular	Cell. Repeater/Amplifier	3
22.	GPS Network			GPS Repeater	GPS Repeater/Amplif.	3
23.	Microhard Sys.			Ethernet	Radio Ethernet Radios/Modems	3
24.	Bird Elect.			Test Equip.	Wattmeters/Powermeters	3
25.	Belden			Cable	Cable/Connectors	1
26.	Klein Tools	Tools		Hand Tools	Shop Tools	3
27.	Amphenol	Parts		Connectors	PL259, BNC, TNC, Mini-UHF	3
28.	RFS/Colwave	Comms.		Antenna	Ant. cable, site equip.	3
29.	Times MW	Comms.		Cable	Cable/Connectors	3
30.	EMR Corp.	Radio Equip		Site Equip.	Combiners/Multicouplers	3

Vendor (AE)

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

Page-2

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

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

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
31.	Fluke	Connct		Test Equip	Test meters	3
32.	GE/MDS	Radio Equip		MW Radio	MW Data Systems	3
33.	Laird	Access.		Antennas	Mobile Base Portable	5
34.	Sony	Connct.		Camera	CCV Cameras Monitors	3
35.	Pace	Tools		Solder/Desolder	Solder Guns/Tips	3
36.	Polypases	Access.		Lightning	Lightning Protection	5
37.	RAD	Connct.		Telecom	Telecom Access Soln.	3
38.	Raytheon/ITS	Connct.		Hardware	Interoperability & ROP	3
39.	RF Indust.	Parts		Connectors	PL259, N, TNC, Pin, UHF	5
40.	Aston	Radio Equip		Power Supply	Power Supply Conv. Converter	3
41.	Sierra Wireless	Connct		Modems	Modems	3
42.	Sti-Co	Connct.		Antennas	Disguise Antennas	3
43.	Telewave	Radio Equip		Antennas	Ant. combiners, filters	3
44.	Tripp Lite	Connct.		Power Supply	Power Sup, Converter, Inverter	3
45.	Weller	Radio Equip		Solder	Solder/desolder stn.	3
46.	Xcelite	TOOLS		Hand Tools	Shop Tools	3
47.	Fed. Signal	Connct.		Light Bars	Light Bar Assy. /Sirens	3
48.	Whelch	↓		Light Bars	Light Bar Assy. /Sirens	3
49.	Harmint	↓		GPS	GPS Receivers/Mapping	3
50.	Kind Elect.	Access.		Adapters	DC-DC Adapters	1
51.	Spectracomm	Connct.		Net Clock	Timing Solns.	1
52.	Oto	Access.		Spkr. Mic	Spkr. Mic, Surveillance	5
53.	Power Products	Access.		Batteries	Batteries, Chargers	5
54.	TXRX Syst.	Radio Equip		Combiners	Combiners/Multiplier/Filter	3
55.	Pinarise	Access.		Mounts	Pedestals/Mounts/Hdwr.	1
56.	Kassen Ant.	Radio Equip		Antennas	Mob, Port., Base Ant.	5
57.	RAM Mounts	Access.		Mounts	Pedestal mounts, hdwr.	1
58.	Maxxonics	↓		Headsets	Headsets, Surv. Kits	3
59.	D. Clark	↓		Headsets	Pub. Safety Headsets	1
60.	Holzberg	Radio Equip		2-Way Radio	Radios, Antennas, Mic	5

HOLZBERG COMMUNICATIONS, INC
P.O. BOX 322
TOTOWA, NJ 07511
1-201-634-2330

Vendor (AF)

BID PRICING RESPONSE FORM

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

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

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
1	Icom	A, B	Landmobile	F1000 RC	F1000 RC	136-174MHz, 16 CH, no display, analog portable with rapid charger	-30%
2	Icom	A, B	Landmobile	F1000S RC	F1000S RC	136-174MHz, 128 CH, LCD, 4-key analog portable with rapid charger	-30%
3	Icom	A, B	Landmobile	F1000T RC	F1000T RC	136-174MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger	-30%
4	Icom	A, B	Landmobile	F1100D	F1100D	136-174MHz IDAS portable with 16 channels and no display with rapid charger	-30%
5	Icom	A, B	Landmobile	F1100DS	F1100DS	136-174MHz IDAS portable with 128 channels, display and limited keypad	-30%
6	Icom	A, B	Landmobile	F1100DT	F1100DT	136-174MHz IDAS portable with 128 channels, display and full DTMF keypad	-30%
7	Icom	A, B	Landmobile	F2000H RC	F2000H RC	450-512MHz, 16 CH, no display, analog portable with rapid charger	-30%
8	Icom	A, B	Landmobile	F2000L RC	F2000L RC	400-470MHz, 16 CH, no display, analog portable with rapid charger	-30%
9	Icom	A, B	Landmobile	F2000SH RC	F2000SH RC	450-512MHz, 128 CH, LCD, 4-key analog portable with rapid charger	-30%
10	Icom	A, B	Landmobile	F2000SL RC	F2000SL RC	400-470MHz, 128 CH, LCD, 4-key analog portable with rapid charger	-30%
11	Icom	A, B	Landmobile	F2000TH RC	F2000TH RC	450-512MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger	-30%
12	Icom	A, B	Landmobile	F2000TL RC	F2000TL RC	400-470MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger	-30%
13	Icom	A, B	Landmobile	F2100H RC	F2100H RC	450-512MHz IDAS portable with 16 channels and no display	-30%
14	Icom	A, B	Landmobile	F2100DL RC	F2100DL RC	400-470MHz IDAS portable (5W) with 16 channels + rapid charger and no display	-30%
15	Icom	A, B	Landmobile	F2100DS 26	F2100DS 26	450-512MHz IDAS portable with 128 channels, display and limited keypad	-30%
16	Icom	A, B	Landmobile	F2100DSL RC	F2100DSL RC	400-470MHz IDAS portable with 128 channels, display, limited keypad and rapid charger	-30%
17	Icom	A, B	Landmobile	F2100DT 31	F2100DT 31	400-470MHz IDAS portable with 128 channels, LCD, full DTMF keypad	-30%
18	Icom	A, B	Landmobile	F2100DT 36	F2100DT 36	450-512MHz IDAS portable with 128 channels, LCD, full DTMF keypad	-30%
19	Icom	A, B	Landmobile	F2821D 23	F2821D 23	400-470MHz analog mobile, upgradeable to P25	-30%
20	Icom	A, B	Landmobile	F3001 03 RC	F3001 03 RC	136-174MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193)	-30%
21	Icom	A, B	Landmobile	F3161S 36	F3161S 36	136-174MHz analog only radio, no DTMF keypad	-30%
22	Icom	A, B	Landmobile	F3201DEX 14	F3201DEX 14	136-174MHz ATX intrinsically safe IDAS portable	-30%
23	Icom	A, B	Landmobile	F3210D 01	F3210D 01	136-174MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193)	-30%
24	Icom	A, B	Landmobile	F3230DS 13	F3230DS 13	136-174MHz IDAS 128 channel MultiTrunk portable with display, Charger (BC-160) included.	-30%
25	Icom	A, B	Landmobile	F3261DT 35 RR	F3261DT 35 RR	Railroad specific version: 136-174MHz 512 channel, IDAS waterproof portable radio with a DTMF keypad and GPS. Special railroad firmware installed.	-30%
26	Icom	A, B	Landmobile	F3261DT NI	F3261DT NI	136-174MHz nonincendive rated waterproof IDAS radio, full DTMF keypad	-30%
27	Icom	A, B	Landmobile	F3360DS 11	F3360DS 11	136-174MHz waterproof IDAS radio with GPS, 512CH, 4-key	-30%
28	Icom	A, B	Landmobile	F3400D 21	F3400D 21	136-174MHz IDAS portable with 32 channels and no display. Purchase antenna and charger separately.	-30%
29	Icom	A, B	Landmobile	F3400DS 11	F3400DS 11	136-174MHz IDAS portable with 1024 channels and a color display. Purchase antenna and charger separately.	-30%
30	Icom	A, B	Landmobile	F3400DT 01	F3400DT 01	136-174MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger	-30%
31	Icom	A, B	Landmobile	F4001 03 RC	F4001 03 RC	400-470MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193)	-30%
32	Icom	A, B	Landmobile	F4001 43 RC	F4001 43 RC	450-512MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193)	-30%
33	Icom	A, B	Landmobile	F4210D 01	F4210D 01	400-470MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193)	-30%
34	Icom	A, B	Landmobile	F4210D 21	F4210D 21	450-512MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193)	-30%
35	Icom	A, B	Landmobile	F4230DS 13	F4230DS 13	400-470MHz IDAS 128 channel MultiTrunk portable with display, Charger (BC-160) included.	-30%
36	Icom	A, B	Landmobile	F4230DS 32	F4230DS 32	450-512MHz IDAS 128 channel MultiTrunk portable with display, Charger (BC-160) included.	-30%
37	Icom	A, B	Landmobile	F4261DS 65	F4261DS 65	400-470MHz waterproof IDAS radio with GPS, no DTMF keypad	-30%
38	Icom	A, B	Landmobile	F4261DS 90	F4261DS 90	450-512MHz waterproof IDAS radio with GPS, no DTMF keypad	-30%
39	Icom	A, B	Landmobile	F4261DT 55	F4261DT 55	400-470MHz waterproof IDAS radio with GPS, full DTMF keypad	-30%
40	Icom	A, B	Landmobile	F4261DT 85	F4261DT 85	450-512MHz waterproof IDAS radio with GPS, full DTMF keypad	-30%
41	Icom	A, B	Landmobile	F4261DT NI-1	F4261DT NI-1	400-470MHz nonincendive rated waterproof IDAS radio, full DTMF keypad	-30%
42	Icom	A, B	Landmobile	F4261DT NI-2	F4261DT NI-2	450-512MHz nonincendive rated waterproof IDAS radio, full DTMF keypad	-30%
43	Icom	A, B	Landmobile	F4360DS 12	F4360DS 12	400-470MHz waterproof IDAS radio with GPS, 512CH, 4-key	-30%
44	Icom	A, B	Landmobile	F4400DS 11	F4400DS 11	380-470MHz IDAS portable with 1024 channels, and a color display. Purchase antenna and charger separately.	-30%
45	Icom	A, B	Landmobile	F4400DS 41	F4400DS 41	450-512MHz IDAS portable with 1024 channels and a color display. Purchase antenna and charger separately.	-30%
46	Icom	A, B	Landmobile	F4400DT 01	F4400DT 01	380-470MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger	-30%
47	Icom	A, B	Landmobile	F4400DT 31	F4400DT 31	450-512MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger	-30%
48	Icom	A, B	Landmobile	F5011 51	F5011 51	136-174MHz mobile	-30%
49	Icom	A, B	Landmobile	F5021 51	F5021 51	136-174MHz mobile	-30%
50	Icom	A, B	Landmobile	F5061	F5061	136-174MHz analog mobile	-30%
51	Icom	A, B	Landmobile	F5061D	F5061D	136-174MHz IDAS mobile	-30%
52	Icom	A, B	Landmobile	F5061D RR	F5061D RR	136-174MHz IDAS radio, RR firmware installed, HM-148T included	-30%
53	Icom	A, B	Landmobile	F5121D	F5121D	136-174MHz IDAS mobile	-30%
54	Icom	A, B	Landmobile	F5122DD 12	F5122DD 12	136-174MHz, 9.6k/4.8kbps, 25W, RS232 + ethernet	-30%
55	Icom	A, B	Landmobile	F5220D	F5220D	136-174MHz IDAS mobile	-30%
56	Icom	A, B	Landmobile	F52D	F52D	136-174MHz compact, IDAS, waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
57	Icom	A, B	Landmobile	F52DUL	F52DUL	136-174MHz intrinsically safe, IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
58	Icom	A, B	Landmobile	F5360D 01	F5360D 01	136-174MHz, 50W, GPS, 512CH, type-C trunking	-30%
59	Icom	A, B	Landmobile	F5400D 01	F5400D 01	136-174MHz IDAS mobile with color display	-30%
60	Icom	A, B	Landmobile	F5400DS 11	F5400DS 11	136-174MHz IDAS mobile with numerical display	-30%
61	Icom	A, B	Landmobile	F6011 51	F6011 51	400-470MHz mobile	-30%
62	Icom	A, B	Landmobile	F6011 52	F6011 52	450-512MHz mobile	-30%
63	Icom	A, B	Landmobile	F6021 51	F6021 51	400-470MHz mobile	-30%
64	Icom	A, B	Landmobile	F6021 52	F6021 52	450-512MHz mobile	-30%
65	Icom	A, B	Landmobile	F6061D 61	F6061D 61	400-470MHz IDAS mobile	-30%
66	Icom	A, B	Landmobile	F6061D 66	F6061D 66	450-512MHz IDAS mobile	-30%
67	Icom	A, B	Landmobile	F6121D 67	F6121D 67	400-470MHz IDAS mobile	-30%
68	Icom	A, B	Landmobile	F6121D 68	F6121D 68	450-512MHz IDAS mobile	-30%
69	Icom	A, B	Landmobile	F6122DD 12	F6122DD 12	400-470MHz, 9.6k/4.8kbps, 25W, RS232 + ethernet	-30%
70	Icom	A, B	Landmobile	F6220D 11	F6220D 11	400-470MHz IDAS mobile	-30%
71	Icom	A, B	Landmobile	F6220D 22	F6220D 22	450-512MHz IDAS mobile	-30%
72	Icom	A, B	Landmobile	F62D 11	F62D 11	400-470MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
73	Icom	A, B	Landmobile	F62D 21	F62D 21	450-512MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	-30%
74	Icom	A, B	Landmobile	F62DUL 11	F62DUL 11	400-470MHz intrinsically safe, compact IDAS waterproof portable with 512 channels. Purchase antenna and charger	-30%
75	Icom	A, B	Landmobile	F62DUL 21	F62DUL 21	450-512MHz intrinsically safe, compact IDAS waterproof portable with 512 channels. Purchase antenna and charger	-30%
76	Icom	A, B	Landmobile	F6360D 01	F6360D 01	400-470MHz, 45W, GPS, 512CH, type-C trunking	-30%
77	Icom	A, B	Landmobile	F6400D 01	F6400D 01	380-470MHz IDAS mobile with color display	-30%
78	Icom	A, B	Landmobile	F6400D 21	F6400D 21	450-512MHz IDAS mobile with color display	-30%
79	Icom	A, B	Landmobile	F6400DS 11	F6400DS 11	380-470MHz IDAS mobile with numeric display	-30%
80	Icom	A, B	Landmobile	F7010S	F7010S	136-174MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately.	-30%
81	Icom	A, B	Landmobile	F7010T	F7010T	136-174MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately.	-30%
82	Icom	A, B	Landmobile	F7020S 11	F7020S 11	380-470MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately.	-30%
83	Icom	A, B	Landmobile	F7020S 31	F7020S 31	450-512MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately.	-30%
84	Icom	A, B	Landmobile	F7020T 21	F7020T 21	380-470MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately.	-30%
85	Icom	A, B	Landmobile	F7020T 41	F7020T 41	450-512MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately.	-30%
86	Icom	A, B	Landmobile	F7040S	F7040S	7800MHz P25 conventional portable with partial keypad.	-30%
87	Icom	A, B	Landmobile	F7040T	F7040T	7800MHz P25 conventional portable with full DTMF keypad.	-30%
88	Icom	A, B	Landmobile	F7510	F7510	136-174MHz P25 conventional mobile with color display	-30%
89	Icom	A, B	Landmobile	F7520 11	F7520 11	380-470MHz P25 conventional mobile with color display	-30%
90	Icom	A, B	Landmobile	F7520 21	F7520 21	450-512MHz P25 conventional mobile with color display	-30%
91	Icom	A, B	Landmobile - Systems	F7540	F7540	450-800MHz P25 conventional mobile with color display	-30%
92	Icom	A, B	Landmobile	F80DS 31	F80DS 31	380-450MHz P25 radio with FIPS AES installed, no DTMF keypad	-30%
93	Icom	A, B	Landmobile	F8101 33	F8101 33	HF 125W transceiver with ALE (automatic link establishment)	-30%
94	Icom	A, B	Landmobile	F9011B 01	F9011B 01	136-174MHz P25 conventional portable, 6W, 512 CH, basic model, no display or keypad	-30%
95	Icom	A, B	Landmobile	F9011B 21	F9011B 21	136-174MHz P25 Conventional portable, 6W, 512 CH, basic model, no display or keypad	-30%
96	Icom	A, B	Landmobile	F9011S 25	F9011S 25	136-174MHz P25 Conventional portable, 6W, 512 CH, display, simple keypad	-30%
97	Icom	A, B	Landmobile	F9011T 30	F9011T 30	136-174MHz P25 Conventional portable, 6W, 512 CH, display, full DTMF keypad	-30%
98	Icom	A, B	Landmobile	F9021B 82	F9021B 82	450-512MHz P25 Conventional portable, 5W, 512 CH, basic model, no display or keypad	-30%
99	Icom	A, B	Landmobile	F9021B 91	F9021B 91	380-470MHz P25 Conventional portable, 5W, 512 CH, basic model, no display or keypad	-30%
100	Icom	A, B	Landmobile	F9021S 85	F9021S 85	450-512MHz P25 Conventional, 5W, 512 CH, display, simple keypad	-30%
101	Icom	A, B	Landmobile	F9021S 95	F9021S 95	380-470MHz P25 Conventional portable, 5W, 512 CH, display, simple keypad	-30%
102	Icom	A, B	Landmobile	F9021T 30	F9021T 30	450-512MHz P25 Trunking portable, 5W, 512 CH, display, full DTMF keypad	-30%
103	Icom	A, B	Landmobile	F9511HT 21	F9511HT 21	136-174MHz 110W P25 Conventional mobile with full keypad. No external speaker included - must be ordered separately	-30%
104	Icom	A, B	Landmobile	F9511S 01	F9511S 01	136-174MHz P25 conventional 50W mobile	-30%
105	Icom	A, B	Landmobile	F9511T 25	F9511T 25	136-174MHz P25 Conventional 50W mobile with keypad	-30%
106	Icom	A, B	Landmobile	F9521S 41	F9521S 41	400-470MHz 45W P25 Conventional mobile, no keypad	-30%
107	Icom	A, B	Landmobile	F9521T 25	F9521T 25	400-470MHz mobile with full keypad	-30%
108	Icom	A, B	Landmobile	F9521T 45	F9521T 45	400-470MHz P25 Conventional 45W mobile, full keypad	-30%
109	Icom	A, B	Landmobile - Systems	CY5000	CY5000	136-174MHz IDAS analog/digital repeater with power supply	-30%
110	Icom	A, B	Landmobile - Systems	CY6001	CY6001	400-470MHz IDAS analog/digital repeater with power supply	-30%
111	Icom	A, B	Landmobile - Systems	CY6002	CY6002	450-512MHz IDAS analog/digital repeater with power supply	-30%
112	Icom	A, B	Landmobile - Systems	FR5000 01 2CH KIT	FR5000 01 2CH KIT	136-174MHz 2 channel conventional system (2 repeaters, 2 external power supplies)	-30%
113	Icom	A, B	Landmobile - Systems	FR5000 01 UR KIT	FR5000 01 UR KIT	136-174MHz, 2 channel analog/digital repeater (FR5000 + URFR5000 installed)	-30%
114	Icom	A, B	Landmobile - Systems	FR5000 14	FR5000 14	136-174MHz analog/digital IDAS repeater (power supply not included)	-30%

Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
115	Icom	A, B	Landmobile - Systems	FR5200H 51	FR5200H 51	136-174MHz 50W analog, IDAS repeater 100% duty cycle	-30%
116	Icom	A, B	Landmobile - Systems	FR5300	FR5300	136-174 MHz analog/digital, 50W, IDAS Simulcast repeater	-30%
117	Icom	A, B	Landmobile - Systems	FR6000 01 2CH KIT	FR6000 01 2CH KIT	400-470MHz 2 channel conventional system (2 repeaters, 2 external power supplies)	-30%
118	Icom	A, B	Landmobile - Systems	FR6000 01 UR KIT	FR6000 01 UR KIT	400-470MHz, 2 channel analog/digital repeater (FR6000+URFR6000 installed)	-30%
119	Icom	A, B	Landmobile - Systems	FR6000 14	FR6000 14	400-470MHz analog/digital IDAS repeater (power supply not included)	-30%
120	Icom	A, B	Landmobile - Systems	FR6000 19	FR6000 19	450-512MHz analog/digital IDAS repeater (power supply not included)	-30%
121	Icom	A, B	Landmobile - Systems	FR6200H 51	FR6200H 51	400-470MHz 50W analog, IDAS repeater 100% duty cycle	-30%
122	Icom	A, B	Landmobile - Systems	FR6200H 61	FR6200H 61	450-512MHz 50W analog, IDAS repeater 100% duty cycle	-30%
123	Icom	A, B	Landmobile - Systems	FR6300H	FR6300H	450-512MHz analog/digital, 50W, IDAS repeater	-30%
124	Icom	A, B	Landmobile - Systems	FR6300L	FR6300L	400-470MHz analog/digital, 50W, IDAS repeater	-30%
125	Icom	A, B	Landmobile - Systems	FR9010 11	FR9010 11	146-174MHz 110W P25 repeater	-30%
126	Icom	A, B	Landmobile - Systems	FR9020 11	FR9020 11	440-475MHz 100W P25 repeater	-30%
127	Icom	A, B	Landmobile - Systems	IAS X-BAND 50	IAS X-BAND 50	VHF FM & UHF FM cross band repeater	-30%
128	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 AIR U	IAS X-BAND 50 AIR U	Airband AM & UHF FM cross band repeater	-30%
129	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 AIR V	IAS X-BAND 50 AIR V	Airband AM & VHF FM cross band repeater	-30%
130	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 UU	IAS X-BAND 50 UU	UHF FM & UHF FM cross band repeater	-30%
131	Icom	A, B	Landmobile - Systems	IAS X-BAND 50 VV	IAS X-BAND 50 VV	VHF FM & VHF FM cross band repeater	-30%
132	Icom-RF Technology	A, B	Landmobile - Systems	RFT 136-174	RFT 136-174	100W analog 136-174MHz repeater with a power supply (P25 upgradeable)	-30%
133	Icom-RF Technology	A, B	Landmobile - Systems	RFT 440-490	RFT 440-490	100W analog 440-490MHz repeater with a power supply (P25 upgradeable)	-30%
134	Icom-RF Technology	A, B	Landmobile - Systems	RFT P25 136-174	RFT P25 136-174	2-120W P25/analog 136-174MHz repeater with a power supply	-30%
135	Icom-RF Technology	A, B	Landmobile - Systems	RFT P25 400-430	RFT P25 400-430	100W P25/analog 400-430MHz repeater with a power supply	-30%
136	Icom-RF Technology	A, B	Landmobile - Systems	RFT P25 485-520	RFT P25 485-520	100W P25/analog 485-520MHz repeater with a power supply	-30%
137	Icom	A, B	Landmobile - Systems	URFR5000 63	URFR5000 63	136-174MHz analog/digital repeater channel module	-30%
138	Icom	A, B	Landmobile - Systems	URFR5300	URFR5300	136-174MHz analog/digital IDAS repeater channel module	-30%
139	Icom	A, B	Landmobile - Systems	URFR6000 63	URFR6000 63	400-470MHz repeater module	-30%
140	Icom	A, B	Landmobile - Systems	URFR6300H	URFR6300H	450-512MHz Repeater module	-30%
141	Icom	A, B	Landmobile - Systems	URFR6300L	URFR6300L	400-470MHz Repeater module	-30%
142	Icom	A, B, C	Network	IP100C 100	IP100C 100	Manages up to 100 radios in a network	-25%
143	Icom	A, B, C	Network	IP100FS	IP100FS	IP based PC-dispatcher	-25%
144	Icom	A, B, C	Network	IP100H	IP100H	IP license-free radio for wireless networks	-25%
145	Icom	A, B, C	Network	IP501H	IP501H	Portable LTE radio with SIM card installed. Monthly airtime fee will apply with activated SIM.	-25%
146	Icom	A, B, C	Network	IP501M	IP501M	Mobile LTE radio with SIM card installed. Monthly airtime fee will apply with activated SIM.	-25%
147	Icom	A, B, C	Network	SAT100	SAT100	Satellite PTT radio using the Iridium satellite network	-25%
148	Icom	A, B, C	Network	SAT100M	SAT100M	Mobile satellite PTT radio with a multi-functional speaker microphone and antenna unit	-25%
149	Icom	A, B, C	Network	VEPG4	VEPG4	RoIP gateway that bridges land mobile radio systems. Deactivated SIM included. Airtime fees apply when SIM activated.	-25%
150	Icom	B	Amateur	7610	7610	100W HF/50MHz amateur radio base station	-15%
151	Icom	B	Amateur	2300H 05	2300H 05	65W, 2m (144-148MHz) mobile	-15%
152	Icom	B	Amateur	2730A 05	2730A 05	VHF/UHF dual band transceiver	-15%
153	Icom	B	Amateur	7100 02	7100 02	HF/6m/2m/70cm mobile transceiver	-15%
154	Icom	B	Amateur	718 62	718 62	100W HF transceiver with AF DSP	-15%
155	Icom	B	Amateur	7300 02	7300 02	HF/6m transceiver with an IF-DSP and internal ATU	-15%
156	Icom	B	Amateur	7700 12	7700 12	200W HF + 6m transceiver with single receiver	-15%
157	Icom	B	Amateur	7851 02	7851 02	200W HF + 6m transceiver with 2 independent receivers, internal power supply and antenna tuner (ATU)	-15%
158	Icom	B	Amateur	9700 12	9700 12	VHF/UHF transceiver	-15%
159	Icom	B	Amateur	ID4100A	ID4100A	VHF/UHF dual band D-STAR mobile	-15%
160	Icom	B	Amateur	ID5100A DELUXE	ID5100A DELUXE	Dual band, 2m/70cm (144-148/420-450MHz), D-Star mobile radio with MB-A2 remote mounting bracket included	-15%
161	Icom	B	Amateur	R30 16	R30 16	Blocked receiver handheld w/dual receive & dual band recording	-15%
162	Icom	B	Amateur	R6 SPORT	R6 SPORT	Scanning receiver. Blocked version for consumer purchase. No supplied battery or charger. Requires 2 AA batteries.	-15%
163	Icom	B	Amateur	R6E	R6E	Unblocked receiver for Federal/Export Only. No supplied battery or charger. Requires 2 AA batteries.	-15%
164	Icom	B	Amateur	R8600 02	R8600 02	Blocked super wideband 10 kHz to 3 GHz communication receiver	-15%
165	Icom	B	Amateur	R9500 02	R9500 02	Blocked version for consumer purchase	-15%
166	Icom	B	Amateur	V86 12	V86 12	2m 7W VHF handheld	-15%
167	Icom	A, B	Avionics	A120	A120	Airband mobile with 200 channels with open VFO, 8.33/25kHz	-30%
168	Icom	A, B	Avionics	A120B	A120B	A120 with 120V power supply and cabinet for base station	-30%
169	Icom	A, B	Avionics	A16	A16	Communications only airband handheld with full DTMF keypad	-30%
170	Icom	A, B	Avionics	A16B	A16B	Communications only airband handheld with Bluetooth and full DTMF keypad	-30%
171	Icom	A, B	Avionics	A220	A220	Panel mount aviation radio	-30%
172	Icom	A, B	Avionics	A220B	A220B	Radio plus PS80 power supply for base station option (radio not installed into power supply)	-30%
173	Icom	A, B	Avionics	A220M	A220M	Radio with MB-53 for mobile mount	-30%
174	Icom	A, B	Avionics	A220T	A220T	TSO approved panel mount aviation radio	-30%
175	Icom	A, B	Avionics	A25C	A25C	Communications only aviation handheld 6W with li-ion battery and rapid charger	-30%
176	Icom	A, B	Avionics	A25C SPORT	A25C SPORT	Communications only aviation handheld 6W and AA battery pack	-30%
177	Icom	A, B	Avionics	A25N	A25N	Communications plus navigation aviation handheld 6W	-30%
178	Icom	A, B	Marine	GM1600	GM1600	GMDSS VHF handheld for survival crafts, radio plus BP-234 lithium battery	-30%
179	Icom	A, B	Marine	GM1600 21K	GM1600 21K	GMDSS VHF handheld for survival crafts, includes li-ion battery/charger plus the BP-234 battery. Surface shipping only.	-30%
180	Icom	A, B	Marine	GM600	GM600	VHF GMDSS fixed mount	-30%
181	Icom	A, B	Marine	M25 BLUE	M25 BLUE	5W floating marine VHF handheld in marine blue	-30%
182	Icom	A, B	Marine	M25 GRAY	M25 GRAY	5W floating marine VHF handheld in metallic gray	-30%
183	Icom	A, B	Marine	M25 WHITE	M25 WHITE	5W floating marine VHF handheld in pearl white	-30%
184	Icom	A, B	Marine	M330 11	M330 11	Black marine compact VHF fixed mount	-30%
185	Icom	A, B	Marine	M330 21	M330 21	White marine compact VHF fixed mount	-30%
186	Icom	A, B	Marine	M330G 31	M330G 31	Black marine compact VHF fixed mount with built-in GPS receiver and supplied GPS antenna	-30%
187	Icom	A, B	Marine	M330G 41	M330G 41	Super white marine compact VHF fixed mount with built-in GPS receiver and supplied GPS antenna	-30%
188	Icom	A, B	Marine	M37	M37	6W marine VHF floating handheld with battery, charger included	-30%
189	Icom	A, B	Marine	M400BB	M400BB	Black box marine VHF fixed mount with black Command Mic	-30%
190	Icom	A, B	Marine	M400BB SW	M400BB SW	Black box marine VHF fixed mount with white Command Mic	-30%
191	Icom	A, B	Marine	M424G 22	M424G 22	Super white fixed mount	-30%
192	Icom	A, B	Marine	M424G BLACK	M424G BLACK	Black fixed mount	-30%
193	Icom	A, B	Marine	M506 01	M506 01	Class D DSC marine VHF radio	-30%
194	Icom	A, B	Marine	M506 11	M506 11	Class D DSC marine VHF radio with NMEA2000	-30%
195	Icom	A, B	Marine	M506 21	M506 21	Class D DSC marine VHF radio with NMEA2000 and AIS receiver	-30%
196	Icom	A, B	Marine	M506 31	M506 31	Class D DSC marine VHF radio with rear mic and NMEA2000	-30%
197	Icom	A, B	Marine	M506 41	M506 41	Class D DSC marine VHF radio with rear mic, NMEA2000 and AIS receiver	-30%
198	Icom	A, B	Marine	M605 11	M605 11	VHF fixed mount with color display and rear mic connector	-30%
199	Icom	A, B	Marine	M605 21	M605 21	VHF fixed mount with AIS, color display, and rear mic connector	-30%
200	Icom	A, B	Marine	M73	M73	6W IPX8 submersible handheld	-30%
201	Icom	A, B	Marine	M73 PLUS	M73 PLUS	6W IPX8 submersible handheld with built-in active noise cancelling and voice recording	-30%
202	Icom	A, B	Marine	M803	M803	150W advanced SSB with Class E DSC MF/HF certification	-30%
203	Icom	A, B	Marine	M85	M85	Marine VHF 5W handheld; 100 land mobile programmable channels (2W)	-30%
204	Icom	A, B	Marine	M85UL	M85UL	Intrinsically safe marine VHF 5W handheld with 100 LM programmable channels	-30%
205	Icom	A, B	Marine	M93D	M93D	5 Watt VHF handheld with built-in GPS and Class D DSC	-30%
206	Icom	A, B	Marine	MA510TR	MA510TR	AIS transponder with GPS navigation function, and NMEA2000 connectivity.	-30%
207	Icom	A, B	Marine	MR1010R2	MR1010R2	Marine radar, 4kW, color LCD	-30%
208	Icom	A, B or C	Accessories	3310004800	3310004800	IP100H antenna	-30%
209	Icom	A, B or C	Accessories	3310005140	3310005140	LTE Antenna	-30%
210	Icom	A, B or C	Accessories	A200 TRAY	A200 TRAY	Mounting tray for A200/A210/A220	-30%
211	Icom	A, B or C	Accessories	AD100	AD100	Adapter cup to install in the BC119N or BC121N for the F50/60 & M88 radios	-30%
212	Icom	A, B or C	Accessories	AD101	AD101	Adapter cup for the BC119N or BC121N for the BP210N & BP211 batteries	-30%
213	Icom	A, B or C	Accessories	AD106	AD106	Adapter cup for the BC119N/BC121N for the radios with the BP232N/H battery	-30%
214	Icom	A, B or C	Accessories	AD109	AD109	Adapter cup fits the BC119N/BC121N and charges the BP224 (M90/GM1600)	-30%
215	Icom	A, B or C	Accessories	AD110	AD110	Adapter cup to install in the BC119N or BC121N for the BP253 or BP254 batteries	-30%
216	Icom	A, B or C	Accessories	AD118	AD118	14-pin ACC adapter to use with Hirose plug accessories	-30%
217	Icom	A, B or C	Accessories	AD120	AD120	Adapter cup that fits into the BC197 02/03 for the BP264 NiMH battery	-30%
218	Icom	A, B or C	Accessories	AD121	AD121	Adapter cup that fits into the BC197 12/13 for the BP265 Li-ion battery	-30%
219	Icom	A, B or C	Accessories	AD122	AD122	Adapter cup that fits into the BC197 22/23 for the BP232N/H batteries	-30%
220	Icom	A, B or C	Accessories	AD123 02	AD123 02	Adapter cup for BC119N for M24	-30%
221	Icom	A, B or C	Accessories	AD129	AD129	Adapter cup for BC197 gang charger for M73	-30%
222	Icom	A, B or C	Accessories	AD130	AD130	Adapter cup that fits into the BC214 for the F1000/D series	-30%
223	Icom	A, B or C	Accessories	AD135	AD135	3.5mm earphone jack adapter that plugs into a 14-pin connector	-30%
224	Icom	A, B or C	Accessories	AD55NS	AD55NS	100-240V power supply for the R8600 with a US plug	-30%
225	Icom	A, B or C	Accessories	AD925MA	AD925MA	Antenna connector adapter to connect a BNC-type antenna	-30%
226	Icom	A, B or C	Accessories	AD94 11	AD94 11	Adapter cup for the BC119N or BC121N for the BP209N/BP210N batteries	-30%
227	Icom	A, B or C	Accessories	AD98FSC	AD98FSC	Antenna connector adapter for "J" to "BNC" conversion	-30%
228	Icom	A, B or C	Accessories	AH2B	AH2B	Antenna element base	-30%
229	Icom	A, B or C	Accessories	AH4	AH4	Automatic antenna tuner (long wire/AH2B)	-30%
230	Icom	A, B or C	Accessories	AH40	AH40	Antenna (4.9ft) for in-vehicle and in-building use	-30%
231	Icom	A, B or C	Accessories	AH710	AH710	Folded dipole antenna with an SO-239 connector. Covers 1.9 to 30MHz band. Length is approx 80.3ft.	-30%
232	Icom	A, B or C	Accessories	AH740	AH740	Relay-driven compact automatic tuning antenna 2.5MHz-29.999MHz	-30%
233	Icom	A, B or C	Accessories	AH8000	AH8000	Discone antenna wideband RX TX 100-3300MHz	-30%
234	Icom-PCTel	A, B or C	Accessories	ANTENNA 1	ANTENNA 1	118-940MHz 1/4 wave antenna, unity gain, field tunable	-30%
235	Icom-PCTel	A, B or C	Accessories	ANTENNA 2	ANTENNA 2	144-174MHz 3dB gain mountable antenna, CHR, 59" high	-30%

Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
236	Icom-PCTel	A, B or C	Accessories	ANTENNA 3	ANTENNA 3	450-470MHz 5dB gain mountable antenna. CHR. 40" high	-30%
237	Icom-PCTel	A, B or C	Accessories	ANTENNA 4	ANTENNA 4	1.51-152MHz unity gain antenna. NMO compatible, 21.6". Factory tuned to 157MHz	-30%
238	Icom	A, B or C	Accessories	AP95M	AP95M	Wireless LAN access point	-30%
239	Icom	A, B or C	Accessories	AT130	AT130	Auto antenna tuner M710/IC-78	-30%
240	Icom	A, B or C	Accessories	AT140	AT140	HF automatic antenna tuner	-30%
241	Icom	A, B or C	Accessories	AT141	AT141	Export HC automatic antenna tuner - special order	-30%
242	Icom-AW Enterprises	A, B or C	Accessories	AW F70 AREA 51	AW F70 AREA 51	Water repellent case with a swivel belt clip for the F70/80	-30%
243	Icom-AW Enterprises	A, B or C	Accessories	AW STUD/SWIVEL KIT	AW STUD/SWIVEL KIT	Metal stud that slides on like a belt clip and it's attached to a strong metal swivel belt clip	-30%
244	Icom-AW Enterprises	A, B or C	Accessories	AW SWIVEL	AW SWIVEL	Swivel clip used with the AW Stud/Swivel Kit.	-30%
245	Icom-Pulse Electronics	A, B or C	Accessories	B ANT	B ANT	Base station antenna 118.8-126.8MHz with 50&apocaps; 4" cable for Avionic mobile units.	-30%
246	Icom	A, B or C	Accessories	BC119NS 11	BC119NS 11	Rapid charger with AD110 installed for F70/S0119021 radios; 100-240V with US style plug	-30%
247	Icom	A, B or C	Accessories	BC121NS	BC121NS	6-Unit Charger Kit BC121N + AD110 x 6. Requires BC157S AC adapter.	-30%
248	Icom	A, B or C	Accessories	BC123SA	BC123SA	AC adapter for rapid chargers; 100-240V with US style plug	-30%
249	Icom	A, B or C	Accessories	BC123SE	BC123SE	AC adapter for rapid chargers; 100-240V with Euro style plug	-30%
250	Icom	A, B or C	Accessories	BC145SA 31	BC145SA 31	AC adapter for BC119N; 100-240V with US style plug	-30%
251	Icom	A, B or C	Accessories	BC146 01	BC146 01	Drop-in trickle charger base for the F11/21/3G/4G/30G/40G series. Requires BC147 AC adapter.	-30%
252	Icom	A, B or C	Accessories	BC147SA	BC147SA	AC adapter for trickle chargers; 100-240V with a US style plug	-30%
253	Icom	A, B or C	Accessories	BC147SE 15	BC147SE 15	AC adapter for trickle chargers; 230V with a Euro style plug	-30%
254	Icom	A, B or C	Accessories	BC152N 11	BC152N 11	F50/F60/M88 desktop trickle charger (requires BC-147)	-30%
255	Icom	A, B or C	Accessories	BC157S	BC157S	AC adapter for gang chargers; 100-240V with US style plug	-30%
256	Icom	A, B or C	Accessories	BC157SE	BC157SE	AC adapter for gang chargers; 100-240V with Euro style plug	-30%
257	Icom	A, B or C	Accessories	BC160	BC160	Rapid charger for radios with the BP250/31/232 battery; 100-240V with a US style plug	-30%
258	Icom	A, B or C	Accessories	BC160E	BC160E	Rapid charger for radios with the BP230/231/232 battery; 100-240V with a Euro style plug	-30%
259	Icom	A, B or C	Accessories	BC162 01	BC162 01	Rapid charger for M34/M36. Includes BC123SA with US plug.	-30%
260	Icom	A, B or C	Accessories	BC167SA	BC167SA	Wall trickle charger; 100-240V with US style plug	-30%
261	Icom	A, B or C	Accessories	BC167SD	BC167SD	Wall trickle charger; 100-240V with Euro style plug	-30%
262	Icom	A, B or C	Accessories	BC173 01	BC173 01	Desktop trickle charger (M34/M36/GM1600/BP224) requires BC-147S	-30%
263	Icom	A, B or C	Accessories	BC190 01	BC190 01	Sensing rapid charger for F50/60 radios; 100-240V with a US style plug	-30%
264	Icom	A, B or C	Accessories	BC190 02	BC190 02	Sensing rapid charger for F50/60 radios; 100-240V with a Euro style plug	-30%
265	Icom	A, B or C	Accessories	BC193	BC193	Rapid charger for radios with BP265 Li-ion battery; 100-240V with US style plug	-30%
266	Icom	A, B or C	Accessories	BC193E	BC193E	Rapid charger for radios with BP265 Li-ion battery; 100-240V with Euro style plug	-30%
267	Icom	A, B or C	Accessories	BC197 02	BC197 02	Six unit charger for radios with the BP264 NiMH battery (includes AC adapter and cups installed); 100-240V with US style	-30%
268	Icom	A, B or C	Accessories	BC197 03	BC197 03	Six unit charger for radios with the BP264 NiMH battery (includes AC adapter and cups installed); 100-240V with Euro style	-30%
269	Icom	A, B or C	Accessories	BC197 12	BC197 12	110-240V six unit charger for radios with the BP265 Li-ion battery (includes AC adapter with US plug and cups installed)	-30%
270	Icom	A, B or C	Accessories	BC197 13	BC197 13	220V six unit charger for radios with the BP265 Li-ion battery (includes AC adapter and cups installed)	-30%
271	Icom	A, B or C	Accessories	BC197 22	BC197 22	Six unit charger for radios with the BP232N/H Li-ion battery (includes AC adapter and cups installed); 100-240V with US style	-30%
272	Icom	A, B or C	Accessories	BC197 23	BC197 23	Six unit charger for radios with the BP232N/H Li-ion battery (includes AC adapter and cups installed); 100-240V with Euro style	-30%
273	Icom	A, B or C	Accessories	BC197 32	BC197 32	Six unit charger for radios with the BP245N Li-ion battery (includes AC adapter and cups installed); 100-240V with US style	-30%
274	Icom	A, B or C	Accessories	BC197 37	BC197 37	6-Unit Charger Kit BC197 - BC157S + AD128 x 6 for F50/F60/M88	-30%
275	Icom	A, B or C	Accessories	BC199SE 13	BC199SE 13	Wall charger for the M24; 100-240V with a Euro style plug	-30%
276	Icom	A, B or C	Accessories	BC202P2	BC202P2	Rapid charger (includes BC-123SA AC adapter with US plug)	-30%
277	Icom	A, B or C	Accessories	BC207S	BC207S	12V/3.5A AC adapter for VEPG3/IP100C	-30%
278	Icom	A, B or C	Accessories	BC210	BC210	Rapid charger for the BP-245N includes AC adapter with US plug	-30%
279	Icom	A, B or C	Accessories	BC211	BC211	Rapid rate 6-unit charger - IP100H	-30%
280	Icom	A, B or C	Accessories	BC211E	BC211E	Rapid rate 6-unit charger for BP271/BP272 with European plug	-30%
281	Icom	A, B or C	Accessories	BC212EX	BC212EX	Rapid charger (includes BC213SA) for F3201DEX/4201DEX	-30%
282	Icom	A, B or C	Accessories	BC213	BC213	Rapid charger with a US plug for radios with the BP279/BP280 battery (BC-123SA or BC242 included)	-30%
283	Icom	A, B or C	Accessories	BC213NAC	BC213NAC	Rapid charger cup for radios with the BP279 battery (BC-123S not included)	-30%
284	Icom	A, B or C	Accessories	BC214	BC214	Six bank charger with US plug AC adapter and cups installed	-30%
285	Icom	A, B or C	Accessories	BC214 14	BC214 14	Gang charger for the M93D. Includes the BC157.	-30%
286	Icom	A, B or C	Accessories	BC214 11	BC214 11	Six gang charger (includes AC adapter with US plug)	-30%
287	Icom	A, B or C	Accessories	BC214 1E	BC214 1E	Six gang charger (includes AC adapter with Euro plug)	-30%
288	Icom	A, B or C	Accessories	BC214E	BC214E	Six unit charger for BP279/BP280 radios (includes AC adapter with Euro plug and cups installed)	-30%
289	Icom	A, B or C	Accessories	BC214NSAT	BC214NSAT	Six unit charger for SAT100	-30%
290	Icom	A, B or C	Accessories	BC217SA	BC217SA	USB charger; 100-240V with a US style plug	-30%
291	Icom	A, B or C	Accessories	BC218	BC218	Car charger with bluetooth (requires CP22 or CP23L)	-30%
292	Icom	A, B or C	Accessories	BC218 CCK	BC218 CCK	Car charger kit includes 1 each: BC218, CP23L, M8A7, MBF1, HM215 & SP35	-30%
293	Icom	A, B or C	Accessories	BC219E	BC219E	Rapid charger for radios with the BP283/BP288/BP290/BP294 batteries; 100-240V with a Euro style plug	-30%
294	Icom	A, B or C	Accessories	BC219N	BC219N	Rapid charger for F2D/F62D; 100-240V with a US style plug	-30%
295	Icom	A, B or C	Accessories	BC220	BC220	Rapid charger for the M93D	-30%
296	Icom	A, B or C	Accessories	BC223	BC223	Rapid charger for R30; 100-240V with a US style plug	-30%
297	Icom	A, B or C	Accessories	BC224	BC224	Rapid charger with BC123SA	-30%
298	Icom	A, B or C	Accessories	BC224E	BC224E	Rapid charger with BC123SE (Euro plug)	-30%
299	Icom	A, B or C	Accessories	BC225	BC225	Smart rapid charger; 100-240V with a US style plug	-30%
300	Icom	A, B or C	Accessories	BC226	BC226	Connectable rapid charger (connect up to 6) and requires the BC228 AC adapter	-30%
301	Icom	A, B or C	Accessories	BC227	BC227	Rapid charger that goes into trickle mode at a 80% charge (US Plug)	-30%
302	Icom	A, B or C	Accessories	BC228	BC228	AC adapter for BC226	-30%
303	Icom	A, B or C	Accessories	BC235	BC235	Desktop trickle charger (requires BC217SA)	-30%
304	Icom	A, B or C	Accessories	BC240	BC240	Rapid charger for the V86	-30%
305	Icom	A, B or C	Accessories	BC241	BC241	Rapid charger with multi-plug AC adapter for SAT100	-30%
306	Icom	A, B or C	Accessories	BC247	BC247	Charger cradle for SAT100 for in-vehicle and in-building use	-30%
307	Icom	A, B or C	Accessories	BP208N	BP208N	Battery case that holds 6 AA alkaline batteries.	-30%
308	Icom	A, B or C	Accessories	BP210N	BP210N	NiMH 7.2V 1650mAh battery.	-30%
309	Icom	A, B or C	Accessories	BP224	BP224	7.2V 750mAh NiCd battery - GM1600/M32/M2A/M90	-30%
310	Icom	A, B or C	Accessories	BP226	BP226	Battery case holds 5 AA alkaline batteries for the F50/F60 & M88	-30%
311	Icom	A, B or C	Accessories	BP227	BP227	Li-ion 7.2V 1950mAh (typical capacity), 1850mAh (minimum value); waterproof	-30%
312	Icom	A, B or C	Accessories	BP232H	BP232H	Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value)	-30%
313	Icom	A, B or C	Accessories	BP232UL	BP232UL	Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) for the noncertificated approved radios	-30%
314	Icom	A, B or C	Accessories	BP232WP	BP232WP	Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) IP67 waterproof battery	-30%
315	Icom	A, B or C	Accessories	BP234	BP234	9.0V 3300mAh lithium battery pack GM1600. FedEx ground shipping only. No shipments to HI or AK.	-30%
316	Icom	A, B or C	Accessories	BP237	BP237	Battery case that holds 6 AA alkaline batteries.	-30%
317	Icom	A, B or C	Accessories	BP240	BP240	Battery case that holds 6 AAA alkaline batteries (1W output power)	-30%
318	Icom	A, B or C	Accessories	BP245H	BP245H	7.4V 2000mAh Li-ion battery for M72/M73	-30%
319	Icom	A, B or C	Accessories	BP251	BP251	Alkaline case for M34/M36 (5 x AAA)	-30%
320	Icom	A, B or C	Accessories	BP252	BP252	7.4V 980mAh Li-ion battery (M36/M34/GM1600)	-30%
321	Icom	A, B or C	Accessories	BP253	BP253	Li-ion 7.2V 1650mAh (typical capacity), 1570mAh (minimum value)	-30%
322	Icom	A, B or C	Accessories	BP254	BP254	Li-ion 7.2V 3040mAh (typical capacity), 2900mAh (minimum value) for P25 portables	-30%
323	Icom	A, B or C	Accessories	BP261	BP261	Battery case that holds 6 AA alkaline batteries	-30%
324	Icom	A, B or C	Accessories	BP263	BP263	Battery case that holds 6 AA alkaline batteries	-30%
325	Icom	A, B or C	Accessories	BP264	BP264	Ni-MH 7.2V 1400mAh	-30%
326	Icom	A, B or C	Accessories	BP265	BP265	Li-ion 7.4V 1900mAh	-30%
327	Icom	A, B or C	Accessories	BP266	BP266	Li-ion 1500mAh battery for the M24	-30%
328	Icom	A, B or C	Accessories	BP271	BP271	Li-ion 7.4V 1200mAh (typical capacity), 1150mAh (minimum value)	-30%
329	Icom	A, B or C	Accessories	BP272	BP272	Li-ion 7.4V 2000mAh (typical capacity), 1880mAh (minimum value)	-30%
330	Icom	A, B or C	Accessories	BP273	BP273	Battery case that holds 3 AA alkaline batteries	-30%
331	Icom	A, B or C	Accessories	BP275	BP275	7.4V 1500mAh Li-ion battery for M92D	-30%
332	Icom	A, B or C	Accessories	BP277EX	BP277EX	Li-ion 7.4V 1900mAh (typical capacity), 1800mAh (minimum value) blue battery	-30%
333	Icom	A, B or C	Accessories	BP279	BP279	Li-ion 7.2V 1485mAh battery	-30%
334	Icom	A, B or C	Accessories	BP280	BP280	Li-ion 7.2V 2280mAh battery	-30%
335	Icom	A, B or C	Accessories	BP282	BP282	1500mAh Li-ion battery for the M25	-30%
336	Icom	A, B or C	Accessories	BP283	BP283	Li-ion 7.4V 2010mAh (typical capacity), 1910mAh (minimum value)	-30%
337	Icom	A, B or C	Accessories	BP284	BP284	Li-ion 7.4V 3210mAh (typical capacity), 3070mAh (minimum value)	-30%
338	Icom	A, B or C	Accessories	BP285	BP285	Li-ion 7.2V 1570mAh (typical), 1485mAh (minimum) battery for M93D	-30%
339	Icom	A, B or C	Accessories	BP287	BP287	2800mAh li-ion 7.2V battery	-30%
340	Icom	A, B or C	Accessories	BP288	BP288	2350mAh li-ion 7.2V battery; IP57	-30%
341	Icom	A, B or C	Accessories	BP289	BP289	Battery case 6 x AA; IP54	-30%
342	Icom	A, B or C	Accessories	BP290	BP290	2010mAh li-ion battery	-30%
343	Icom	A, B or C	Accessories	BP291	BP291	Battery case 5 x AA	-30%
344	Icom	A, B or C	Accessories	BP292IS	BP292IS	2010mAh li-ion intrinsically safe battery	-30%
345	Icom	A, B or C	Accessories	BP293	BP293	Battery case 6 x AA	-30%
346	Icom	A, B or C	Accessories	BP294	BP294	3150mAh li-ion battery for the F52D/F62D/M85	-30%
347	Icom	A, B or C	Accessories	BP296	BP296	3.6V 2350mAh Li-ion battery (M37)	-30%
348	Icom	A, B or C	Accessories	BP297	BP297	Alkaline case for M37 (3 x AAA)	-30%
349	Icom	A, B or C	Accessories	BP298	BP298	2250mAh Li-ion battery for the V86	-30%
350	Icom	A, B or C	Accessories	BP299	BP299	3150mAh li-ion battery for the V86	-30%
351	Icom	A, B or C	Accessories	BP300	BP300	7.2V 2350mAh li-ion battery for the SAT100	-30%
352	Icom-Laird Technologies	A, B or C	Accessories	CEN EXD 400 SMI	CEN EXD 400 SMI	400-420MHz stubby antenna for the F60/V portable radios	-30%
353	Icom-Laird Technologies	A, B or C	Accessories	CEN EXD 450 SMI	CEN EXD 450 SMI	450-470MHz stubby antenna for F60/V portable radios	-30%
354	Icom-Laird Technologies	A, B or C	Accessories	CEN EXS 150 SMI	CEN EXS 150 SMI	150-160MHz stubby antenna for F50/V & M88 handheld radios	-30%
355	Icom	A, B or C	Accessories	CFRR5000 02	CFRR5000 02	Multi-site (conventional only) LP repeater link card (requires UC-FR5000 or UCRFS5300 board)	-30%

Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
356	Icom	A, B or C	Accessories	CFRR5000MT	CFRR5000MT	Multi-site (conventional & trunking) IP repeater link card (requires UC-FR5000 or UCFR5300 board)	-30%
357	Icom	A, B or C	Accessories	CFRR5000SC	CFRR5000SC	Simultaneous IP Repeater link card (requires UC-FR5300)	-30%
358	Icom	A, B or C	Accessories	CFUR8100	CFUR8100	Cooling fan unit	-30%
359	Icom	A, B or C	Accessories	CP12L	CP12L	Cigarette lighter cable with noise filter and right angle connector	-30%
360	Icom	A, B or C	Accessories	CP20	CP20	Cigarette lighter cable with noise filter and DC-DC converter. Charges the BC167 with a 12V/24V cigarette lighter socket.	-30%
361	Icom	A, B or C	Accessories	CP22	CP22	Cigarette lighter cable with DC-DC converter for use with the BC179 for the A14/S. 12-24V DC input available.	-30%
362	Icom	A, B or C	Accessories	CP23L	CP23L	12V cigarette lighter cable for use with rapid chargers	-30%
363	Icom	A, B or C	Accessories	CP24	CP24	Cigarette lighter cable that charges the charger in a vehicle	-30%
364	Icom	A, B or C	Accessories	CS2300H	CS2300H	Cloning software for 2300H	-30%
365	Icom	A, B or C	Accessories	CS7100	CS7100	Programming software for 7100	-30%
366	Icom	A, B or C	Accessories	CS9100	CS9100	Cloning software for 9100	-30%
367	Icom	A, B or C	Accessories	CSA120	CSA120	Programming software A120	-30%
368	Icom	A, B or C	Accessories	CSA14	CSA14	Programming software for the A14/A14S	-30%
369	Icom	A, B or C	Accessories	CSA220	CSA220	Programming software A220	-30%
370	Icom	A, B or C	Accessories	CSA24	CSA24	A24 Cloning Software	-30%
371	Icom	A, B or C	Accessories	CSA25	CSA25	A25 programming software	-30%
372	Icom	A, B or C	Accessories	CSF11	CSF11	F11/F21 Program S/W	-30%
373	Icom	A, B or C	Accessories	CSF14	CSF14	F14/F24 Program S/W w/ MDC	-30%
374	Icom	A, B or C	Accessories	CSF2000	CSF2000	Programming software for the F1000/2000 series	-30%
375	Icom	A, B or C	Accessories	CSF2100D	CSF2100D	Programming software for the F1100D/2100D	-30%
376	Icom	A, B or C	Accessories	CSF3001	CSF3001	F3001/F4001 programming software	-30%
377	Icom	A, B or C	Accessories	CSF3011	CSF3011	F3011/F4011 software	-30%
378	Icom	A, B or C	Accessories	CSF3021/F5021/F5011	CSF3021/F5021/F5011	F3021/5021/5011 series programming software	-30%
379	Icom	A, B or C	Accessories	CSF3101D/F5121D	CSF3101D/F5121D	F3101D/F5121D series programming software	-30%
380	Icom	A, B or C	Accessories	CSF3161/F5061	CSF3161/F5061	Software to program the F3161/4161 & F5061/6061 radios	-30%
381	Icom	A, B or C	Accessories	CSF3210D	CSF3210D	Programming software for F3210D/4210D, F3230D/4230D & F5220D/6220D	-30%
382	Icom	A, B or C	Accessories	CSF3360D/F5360D	CSF3360D/F5360D	Programming software for the F3360D & F5360D series	-30%
383	Icom	A, B or C	Accessories	CSF3400D	CSF3400D	Programming software for the F3400D/F5400D series	-30%
384	Icom	A, B or C	Accessories	CSF5122DD	CSF5122DD	F5122DD/6122DD programming software	-30%
385	Icom	A, B or C	Accessories	CSF52D	CSF52D	F52D/62D programming software	-30%
386	Icom	A, B or C	Accessories	CSF70/F1700	CSF70/F1700	Cloning Software F70/F80/F1721/F1821/F2721/F2821	-30%
387	Icom	A, B or C	Accessories	CSF7510	CSF7510	Programming software for the F7010 & F7510 P25 radios	-30%
388	Icom	A, B or C	Accessories	CSF8101	CSF8101	Programming software. Use a generic USB "A" to "B" cable to program radio.	-30%
389	Icom	A, B or C	Accessories	CSF9010/F9510	CSF9010/F9510	F9011/9511 programming software	-30%
390	Icom	A, B or C	Accessories	CSFR5000	CSFR5000	FR5000/6000 programming software	-30%
391	Icom	A, B or C	Accessories	CSFR9010	CSFR9010	Programming software for the FR9010/9020	-30%
392	Icom	A, B or C	Accessories	CSGM1600	CSGM1600	GM1600 programming software	-30%
393	Icom	A, B or C	Accessories	CSIP501H	CSIP501H	IP501H programming software	-30%
394	Icom	A, B or C	Accessories	CSKL2D	CSKL2D	Encryption key loader software for F3400/F5400 series	-30%
395	Icom	A, B or C	Accessories	CSM24	CSM24	M24 programming software	-30%
396	Icom	A, B or C	Accessories	CSM25	CSM25	M25 programming software (requires OPC478UC+OPC1655)	-30%
397	Icom	A, B or C	Accessories	CSM330	CSM330	M330 programming software	-30%
398	Icom	A, B or C	Accessories	CSM400BB	CSM400BB	M400BB programming software. Requires OPC478UC + OPC-980 cables.	-30%
399	Icom	A, B or C	Accessories	CSM506	CSM506	M506 programming software. Requires OPC478UC + OPC-980 cables.	-30%
400	Icom	A, B or C	Accessories	CSM604A	CSM604A	M604A programming software	-30%
401	Icom	A, B or C	Accessories	CSM605	CSM605	Programming software for the M605. Includes MMSI reset dongle. Requires OPC2382 + OPC478UC for programming.	-30%
402	Icom	A, B or C	Accessories	CSM72	CSM72	M72 Programming Software	-30%
403	Icom	A, B or C	Accessories	CSM73	CSM73	Programming software for the M73	-30%
404	Icom	A, B or C	Accessories	CSM802	CSM802	M802 Program Software	-30%
405	Icom	A, B or C	Accessories	CSM85	CSM85	M85 programming software	-30%
406	Icom	A, B or C	Accessories	CSMP2D/M424	CSMP2D/M424	Programming software for M92D & M424	-30%
407	Icom	A, B or C	Accessories	CSOTPM1	CSOTPM1	Over-the-air programming (OTAP) manager software	-30%
408	Icom	A, B or C	Accessories	CSOTPM2	CSOTPM2	P25 over-the-air programming (OTAP) manager software; support only conventional mode	-30%
409	Icom	A, B or C	Accessories	CSR30	CSR30	Programming software for R30	-30%
410	Icom	A, B or C	Accessories	CSR6	CSR6	Programming software for R6	-30%
411	Icom	A, B or C	Accessories	CSR8600	CSR8600	R8600 programming software	-30%
412	Icom	A, B or C	Accessories	CSRMK4	CSRMK4	Programming software for the RMK4	-30%
413	Icom	A, B or C	Accessories	CS770	CS770	T70A software	-30%
414	Icom	A, B or C	Accessories	CSV80	CSV80	V80 software	-30%
415	Icom	A, B or C	Accessories	CT23 01	CT23 01	PTT microphone adapter to use SM-26 or HM-152 with a PC. Requires BC-1478.	-30%
416	Icom	A, B or C	Accessories	CT24	CT24	Digital voice converter (supplied with RCFS10 and works with VEPG3)	-30%
417	Icom	A, B or C	Accessories	EH15B	EH15B	Earphone with 2.5mm plug to use with HM-163MC	-30%
418	Icom	A, B or C	Accessories	EM80	EM80	9-pin full size speaker mix for F30C series. IS approved to work with F30G IS radios.	-30%
419	Icom	A, B or C	Accessories	EX2785J01	EX2785J01	P25 activation software for F7080 & F1721/2721 radios	-30%
420	Icom	A, B or C	Accessories	EX2785J03	EX2785J03	AES activation upgrade	-30%
421	Icom	A, B or C	Accessories	F121 MMB	F121 MMB	Mounting bracket F121/F221 F5011/F5021 series	-30%
422	Icom	A, B or C	Accessories	F1721 MMB	F1721 MMB	Mounting bracket for F1721/F1821, F2721/2821, F9011S/T	-30%
423	Icom	A, B or C	Accessories	F5061 IGN SENSE CABLE	F5061 IGN SENSE CABLE	96" cable with 3A fuse	-30%
424	Icom	A, B or C	Accessories	F5061 MMB	F5061 MMB	Mounting bracket included with the F5061/F6061	-30%
425	Icom	A, B or C	Accessories	FAB02AR	FAB02AR	Standard antenna for Aviation handheld radios	-30%
426	Icom	A, B or C	Accessories	FAS100U	FAS100U	7/800MHz antenna	-30%
427	Icom	A, B or C	Accessories	FAS102U	FAS102U	Antenna for SAT100	-30%
428	Icom	A, B or C	Accessories	FAS24V	FAS24V	136-150MHz antenna for the F50/V handhelds (Blue ring)	-30%
429	Icom	A, B or C	Accessories	FAS270C	FAS270C	Wideband RX antenna (SMA)	-30%
430	Icom	A, B or C	Accessories	FAS27U	FAS27U	400-470MHz antenna for the F60/V (green ring)	-30%
431	Icom	A, B or C	Accessories	FAS56U	FAS56U	450-520MHz antenna for F60/V (red ring)	-30%
432	Icom	A, B or C	Accessories	FAS57US	FAS57US	450-490MHz stubby antenna for F60/V portable radios (red ring)	-30%
433	Icom	A, B or C	Accessories	FAS58U	FAS58U	400-470MHz antenna - standard on the P9021	-30%
434	Icom	A, B or C	Accessories	FAS59V	FAS59V	150-174MHz standard antenna for the F50 & M88 (red ring)	-30%
435	Icom	A, B or C	Accessories	FAS61V	FAS61V	Standard antenna for GM1600	-30%
436	Icom	A, B or C	Accessories	FAS62VS	FAS62VS	150-162MHz stubby antenna for F50/V (Red ring)	-30%
437	Icom	A, B or C	Accessories	FAS63VS	FAS63VS	160-174MHz stubby antenna for F50/V (green ring)	-30%
438	Icom	A, B or C	Accessories	FAS64V	FAS64V	Standard antenna for the M72/M73 (4 1/2" or 11.5mm)	-30%
439	Icom	A, B or C	Accessories	FAS65V	FAS65V	148-160 MHz flexible antenna - standard on F9011	-30%
440	Icom	A, B or C	Accessories	FAS67VC	FAS67VC	136-174MHz cut antenna - F3400/F7010/F9011	-30%
441	Icom	A, B or C	Accessories	FAS74U	FAS74U	490-520MHz antenna for F60/V (blue ring)	-30%
442	Icom	A, B or C	Accessories	FAS76LC	FAS76LC	380-520MHz cut antenna for F4400/F9021	-30%
443	Icom	A, B or C	Accessories	FAS81U	FAS81U	380-430MHz antenna for F4400	-30%
444	Icom	A, B or C	Accessories	FAS81US	FAS81US	400-450MHz stubby antenna for F4400	-30%
445	Icom	A, B or C	Accessories	FAS81V	FAS81V	136-150MHz antenna for F3400/F7010/F9011	-30%
446	Icom	A, B or C	Accessories	FAS81VS	FAS81VS	136-150MHz stubby antenna for F3400	-30%
447	Icom	A, B or C	Accessories	FAS82U	FAS82U	430-480MHz antenna for F4400	-30%
448	Icom	A, B or C	Accessories	FAS82US	FAS82US	450-490MHz stubby antenna for F4400	-30%
449	Icom	A, B or C	Accessories	FAS82V	FAS82V	148-162MHz antenna	-30%
450	Icom	A, B or C	Accessories	FAS82VS	FAS82VS	148-162MHz stubby antenna	-30%
451	Icom	A, B or C	Accessories	FAS83U	FAS83U	470-520MHz antenna for F4400	-30%
452	Icom	A, B or C	Accessories	FAS83V	FAS83V	160-174MHz antenna for F3400	-30%
453	Icom	A, B or C	Accessories	FAS83VS	FAS83VS	160-174MHz stubby antenna for F3400	-30%
454	Icom	A, B or C	Accessories	FAS25U	FAS25U	400-430MHz antenna for LM portables	-30%
455	Icom	A, B or C	Accessories	FAS25V	FAS25V	136-150MHz antenna for LM portables	-30%
456	Icom	A, B or C	Accessories	FAS26US	FAS26US	400-450MHz stubby antenna for LM portables	-30%
457	Icom	A, B or C	Accessories	FAS26VS	FAS26VS	136-144MHz stubby antenna for LM portables	-30%
458	Icom	A, B or C	Accessories	FAS27VS	FAS27VS	142-150MHz stubby antenna for LM portables	-30%
459	Icom	A, B or C	Accessories	FAS28V	FAS28V	142-162MHz antenna for LM portables	-30%
460	Icom	A, B or C	Accessories	FAS29V	FAS29V	160-174MHz antenna for LM portables	-30%
461	Icom	A, B or C	Accessories	FAS35V	FAS35V	146-174MHz standard antenna for LM portables	-30%
462	Icom	A, B or C	Accessories	FAS36VS	FAS36VS	150-160MHz stubby antenna for LM portables	-30%
463	Icom	A, B or C	Accessories	FAS37U	FAS37U	430-470MHz standard antenna for LM radios (red ring)	-30%
464	Icom	A, B or C	Accessories	FAS37VS	FAS37VS	160-174MHz stubby antenna for LM portables	-30%
465	Icom	A, B or C	Accessories	FAS38V	FAS38V	Standard antenna M24/M34/M36/M85	-30%
466	Icom	A, B or C	Accessories	FAS39V	FAS39V	Standard antenna M25/M37/M93D/M92D	-30%
467	Icom	A, B or C	Accessories	FAS611UC	FAS611UC	380-520MHz cut antenna for the specific frequency desired	-30%
468	Icom	A, B or C	Accessories	FAS61VC	FAS61VC	136-174MHz cut antenna for the specific frequency desired	-30%
469	Icom	A, B or C	Accessories	FAS62V	FAS62V	150-160MHz high gain antenna for LM portables (10")	-30%
470	Icom	A, B or C	Accessories	FAS63V	FAS63V	155-165MHz high gain antenna for LM portables (9.5")	-30%
471	Icom	A, B or C	Accessories	FAS72U	FAS72U	470-512MHz antenna for LM portables	-30%
472	Icom	A, B or C	Accessories	FAS73US	FAS73US	450-470MHz stubby antenna for LM portable radios	-30%
473	Icom-Galtronics	A, B or C	Accessories	GAL 06026	GAL 06026	136-174MHz short helical broadband antenna for F9011	-30%
474	Icom	A, B or C	Accessories	HMI26B	HMI26B	Standard black front mount mic for M504	-30%
475	Icom	A, B or C	Accessories	HMI26RB	HMI26RB	Standard black rear mount mic for M504/M604	-30%
476	Icom	A, B or C	Accessories	HMI28	HMI28	Earphone-microphone with 2-pin straight connector	-30%

Vendor (AF)

PG 5

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
477	Icom	A, B or C	Accessories	HM128L	HM128L	Earphone/mic with 2-pin right angle connector	-30%
478	Icom	A, B or C	Accessories	HM131	HM131	Speaker/microphone with earphone jack and clip (straight 2-pin, both stereo plug)	-30%
479	Icom	A, B or C	Accessories	HM131SC	HM131SC	Lightweight speaker microphone with earphone jack (9-pin)	-30%
480	Icom	A, B or C	Accessories	HM133V	HM133V	Standard partial function remote microphone (squeeze only) 2300HV/9000	-30%
481	Icom	A, B or C	Accessories	HM135	HM135	Hand microphone; water resistant, remote function for M802	-30%
482	Icom	A, B or C	Accessories	HM138	HM138	Waterproof 9-pin marine style speaker mic (IS approved for F50/F60/M88/F70/F80)	-30%
483	Icom	A, B or C	Accessories	HM148G	HM148G	Self grounding microphone for mobile radios	-30%
484	Icom	A, B or C	Accessories	HM148T	HM148T	DMTF mobile microphone	-30%
485	Icom	A, B or C	Accessories	HM151	HM151	Remote control microphone (7000/7100)	-30%
486	Icom	A, B or C	Accessories	HM152	HM152	Standard microphone for low/mid range mobile radios	-30%
487	Icom	A, B or C	Accessories	HM152T	HM152T	DTMF modular microphone for LM mobile radios	-30%
488	Icom	A, B or C	Accessories	HM153LA	HM153LA	Cover dual mic microphone with earphone combination (right angle 2-pin screw down connector)	-30%
489	Icom	A, B or C	Accessories	HM153LS	HM153LS	Microphone with 2.5mm earphone combination (right angle 2-pin connector)	-30%
490	Icom	A, B or C	Accessories	HM154	HM154	Simple microphone for Amateur mobile radios (RJ45)	-30%
491	Icom	A, B or C	Accessories	HM158LA	HM158LA	Compact speaker microphone with revolving clip and earphone jack (right angle 2-pin screw down connector, stereo mic/mono speaker)	-30%
492	Icom	A, B or C	Accessories	HM159LA	HM159LA	Large speaker microphone with earphone jack and metal alligator clip (right angle 2-pin screw down connector, stereo mic/mono speaker)	-30%
493	Icom	A, B or C	Accessories	HM159SC LG	HM159SC LG	Large speaker microphone with earphone jack and metal alligator clip (9-pin, stereo mic/mono speaker)	-30%
494	Icom	A, B or C	Accessories	HM163MC	HM163MC	Label mic with 2.5mm earphone jack	-30%
495	Icom	A, B or C	Accessories	HM164B	HM164B	Standard black hand mic M200/M304/M412	-30%
496	Icom	A, B or C	Accessories	HM165	HM165	Waterproof speaker mic for M24/M36/M93D	-30%
497	Icom	A, B or C	Accessories	HM166LA	HM166LA	Earphone microphone with 2-pin right angle connector	-30%
498	Icom	A, B or C	Accessories	HM166LS	HM166LS	Earphone microphone with two pin right angle connector	-30%
499	Icom	A, B or C	Accessories	HM167	HM167	Lightweight IPX8 waterproof speaker mic M73/GM1600/M92/M72	-30%
500	Icom	A, B or C	Accessories	HM168LWP	HM168LWP	Waterproof speaker microphone	-30%
501	Icom	A, B or C	Accessories	HM169	HM169	Waterproof speaker mic (9-pin)	-30%
502	Icom	A, B or C	Accessories	HM169 IS	HM169 IS	Intrinsically safe waterproof speaker mic (9-pin)	-30%
503	Icom	A, B or C	Accessories	HM176	HM176	Microphone for the A220/A210/A200/PS80	-30%
504	Icom	A, B or C	Accessories	HM180	HM180	Microphone for M710/M700PRO	-30%
505	Icom	A, B or C	Accessories	HM183LS	HM183LS	Waterproof compact speaker microphone (2pin connector)	-30%
506	Icom	A, B or C	Accessories	HM184H	HM184H	14-pin loud waterproof speaker mic (no accessory jack)	-30%
507	Icom	A, B or C	Accessories	HM184IS	HM184IS	14-pin intrinsically safe approved waterproof speaker mic (no accessory jack)	-30%
508	Icom	A, B or C	Accessories	HM186LS	HM186LS	Compact speaker microphone with earphone jack (2 pin connector)	-30%
509	Icom	A, B or C	Accessories	HM192	HM192	Remote control microphone for F8101 (requires separation cable)	-30%
510	Icom	A, B or C	Accessories	HM193	HM193	Hand microphone for the F8101	-30%
511	Icom	A, B or C	Accessories	HM195B	HM195B	CommandMic IV with yellow backlit LCD in black	-30%
512	Icom	A, B or C	Accessories	HM195GB	HM195GB	CommandMic IV with white backlit LCD in black	-30%
513	Icom	A, B or C	Accessories	HM195GW	HM195GW	CommandMic IV with white backlit LCD in super white	-30%
514	Icom	A, B or C	Accessories	HM195SW	HM195SW	Command Mic IV with yellow backlit LCD in super white	-30%
515	Icom	A, B or C	Accessories	HM196B	HM196B	Standard hand microphone for M424 and works with the M424G	-30%
516	Icom	A, B or C	Accessories	HM196SW	HM196SW	Standard hand microphone for M424 and works with the M424G	-30%
517	Icom	A, B or C	Accessories	HM198	HM198	Hand microphone for 7100	-30%
518	Icom	A, B or C	Accessories	HM202	HM202	Compact IPX7 waterproof speaker mic M73/M72	-30%
519	Icom	A, B or C	Accessories	HM203EX	HM203EX	Blue speaker microphone for F3201DEX/4201DEX	-30%
520	Icom	A, B or C	Accessories	HM205B	HM205B	Speaker microphone M424G/M506	-30%
521	Icom	A, B or C	Accessories	HM205RB	HM205RB	Speaker microphone for M506 rear connector & M605	-30%
522	Icom	A, B or C	Accessories	HM207	HM207	Control hand microphone (ID-5100)	-30%
523	Icom	A, B or C	Accessories	HM207S	HM207S	DTMF standard mic ID4100	-30%
524	Icom	A, B or C	Accessories	HM213	HM213	Waterproof floating speaker mic for M25	-30%
525	Icom	A, B or C	Accessories	HM214H	HM214H	Hand microphone for GM800 & M803	-30%
526	Icom	A, B or C	Accessories	HM215	HM215	Speaker microphone for the IC-218 car charger	-30%
527	Icom	A, B or C	Accessories	HM216	HM216	Standard microphone for A120	-30%
528	Icom	A, B or C	Accessories	HM217	HM217	Microphone with built-in speaker and front panel includes up/down buttons and two programmable buttons (P1/P2)	-30%
529	Icom	A, B or C	Accessories	HM218	HM218	Secondary remote control microphone, COMMANDMIC, for the F5400D/F6400D. Requires RMK5 + OPC2373 or OPC2374.	-30%
530	Icom	A, B or C	Accessories	HM219	HM219	Hand microphone 7300/7610	-30%
531	Icom	A, B or C	Accessories	HM220	HM220	Heavy duty microphone (IP54) for the F5400 series	-30%
532	Icom	A, B or C	Accessories	HM220T	HM220T	Heavy duty microphone with DTMF keypad (IP54) for the F5400 series	-30%
533	Icom	A, B or C	Accessories	HM221	HM221	Microphone (IP55) for the F5400 series	-30%
534	Icom	A, B or C	Accessories	HM221T	HM221T	Microphone with DTMF keypad (IP55) for the F5400 series	-30%
535	Icom	A, B or C	Accessories	HM222	HM222	IP68 waterproof speaker microphone w/3.5mm accessory jack (14-pin connector)	-30%
536	Icom	A, B or C	Accessories	HM228	HM228	Compact IPX7 speaker mic for M93D	-30%
537	Icom	A, B or C	Accessories	HM230HB	HM230HB	CommandMic with 10-key (IP55) for IP501M	-30%
538	Icom	A, B or C	Accessories	HM231	HM231	Waterproof speaker microphone (A25)	-30%
539	Icom	A, B or C	Accessories	HM232	HM232	Hand microphone for ID4100	-30%
540	Icom	A, B or C	Accessories	HM233GP	HM233GP	GPS microphone IP67	-30%
541	Icom	A, B or C	Accessories	HM234	HM234	Aviation speaker mic (2-pin right angle connector)	-30%
542	Icom	A, B or C	Accessories	HM235B	HM235B	Black microphone for M330	-30%
543	Icom	A, B or C	Accessories	HM235W	HM235W	White microphone for M330	-30%
544	Icom	A, B or C	Accessories	HM236	HM236	Compact waterproof speaker microphone	-30%
545	Icom	A, B or C	Accessories	HM240	HM240	Waterproof aviation speaker mic (2-pin)	-30%
546	Icom	A, B or C	Accessories	HM241	HM241	Mobile microphone with emergency button for IP501M (IP54)	-30%
547	Icom	A, B or C	Accessories	HM75LS	HM75LS	Remote control speaker microphone with transmit indicator and earphone jack (right angle 2-pin, both stereo plug)	-30%
548	Icom	A, B or C	Accessories	HM-9000	HM-9000	Speaker microphone for the FR9010/9020 repeaters	-30%
549	Icom-Impaet Radio Accessories	A, B or C	Accessories	HM-HD716WP	HM-HD716WP	Large waterproof, high gain speaker microphone with 3.5mm accessory jack (14-pin connector)	-30%
550	Icom-Impaet Radio Accessories	A, B or C	Accessories	HM-HD717WP	HM-HD717WP	Large waterproof speaker microphone with 3.5mm accessory jack (right angle 2-pin screw down connector)	-30%
551	Icom	A, B or C	Accessories	HS102	HS102	Over the head headset with earphone. Allows for full-duplex operation and requires the OPC-2359.	-30%
552	Icom	A, B or C	Accessories	HS94	HS94	Earpiece headset; use with VS-OPC2004/OPC2006/OPC1392	-30%
553	Icom	A, B or C	Accessories	HS94LWP	HS94LWP	Earhook headset with boom microphone with 2-pin screw down connector for hands-free operation.	-30%
554	Icom	A, B or C	Accessories	HS95	HS95	Headset with boom mic; use with VS/OPC2004/OPC2006/OPC1392	-30%
555	Icom	A, B or C	Accessories	HS95LWP	HS95LWP	Behind-the-head type with boom microphone with 2-pin screw down connector	-30%
556	Icom	A, B or C	Accessories	HS97	HS97	Earphone with throat mic headset; use with VS/OPC2004/OPC2006/OPC1392	-30%
557	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IABC1019	IABC1019	Heavy duty vehicular charger	-30%
558	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IA-BC171	IA-BC171	Heavy duty vehicular charger for the F3161/F4161 series	-30%
559	Icom	A, B or C	Accessories	IA-DH1095	IA-DH1095	Remote mounting kit for the F9511/F9521 dual head kit. Dual head, external speaker, speaker microphone, and separation cables are required.	-30%
560	Icom-Pryme Radio Products	A, B or C	Accessories	IAHM600	IAHM600	Heavy duty Bluetooth speaker microphone with loud audio, water/dust resistant & 40+ hours of talk time (charger included)	-30%
561	Icom-Schippers & Crew	A, B or C	Accessories	IAB1001	IAB1001	Extension cable junction box for RMK5 or RMK7 that allows installer to connect 2 OPC2367s together for 52B of cable	-30%
562	Icom-Tate Technology	A, B or C	Accessories	IAOPC054	IAOPC054	Cable to wire the F5400/F6400 to an external speaker	-30%
563	Icom-Tessco	A, B or C	Accessories	IAOPC1003	IAOPC1003	USB to micro-USB 3ft cable	-30%
564	Icom	A, B or C	Accessories	IAOPC1075	IAOPC1075	F7500 mobile adapter cable to use with Motorola KVL3000/4000/5000 keyloaders. Requires the OPC1534 cable and a RJ45 female-to-female adapter	-30%
565	Icom	A, B or C	Accessories	IAOPC1076	IAOPC1076	F7500 mobile adapter cable to use with the KVL125 keyloader. Requires the OPC-IAKVL1 cable and a RJ45 female-to-female adapter.	-30%
566	Icom-Innovative Circuit	A, B or C	Accessories	IAPS12	IAPS12	Power supply with cover for control station (120VAC; 20A)	-30%
567	Icom-Innovative Circuit	A, B or C	Accessories	IAPS12E	IAPS12E	Power supply with cover for control station (220VAC; 12A) for low and mid power only	-30%
568	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS ANTRLY-D	IAS ANTRLY-D	1RU dual antenna switch for FR9010/9020	-30%
569	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS ANTRLY-S	IAS ANTRLY-S	1RU single antenna switch for FR9010/9020	-30%
570	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHADPTR	IAS BC-RHADPTR	100-240V charger adapter for use with the IAS OPC-RHUSB	-30%
571	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHC1G1	IAS BC-RHC1G1	100-240V single unit charger for RedHawk mic	-30%
572	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHC1G12	IAS BC-RHC1G12	100-240V 12 unit charger for the RedHawk mics	-30%
573	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BP-RHBATT1	IAS BP-RHBATT1	3.8V 1200mAh battery for RedHawk mic	-30%
574	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS CP-RHLP	IAS CP-RHLP	12-24V cigarette lighter plug requiring 2 USB cables	-30%
575	Icom	A, B or C	Accessories	IAS CROSSBAND CONTROLLE	IAS CROSSBAND CONTROLLE	Analog gateway that provides an easy migration path from analog to digital technology	-30%
576	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS CS-RHSW	IAS CS-RHSW	Utility software to upload stored tracks, optional PC programming, online demos. One per customer needed.	-30%
577	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RH14	IAS OPC-RH14	RedHawk 14-pin cable connects GPS mic to radio (works in analog, P25 digital and IDAS)	-30%
578	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RH1D	IAS OPC-RH1D	RedHawk cable connects GPS mic to P25 mobile radios (works in both analog and P25 digital). May require AFO mod on radio.	-30%
579	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RH19	IAS OPC-RH19	RedHawk 9-pin cable connects GPS mic to radio (works in analog only)	-30%
580	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS OPC-RHUSB	IAS OPC-RHUSB	USB cable to connect mic with PC or charger adapter. One comes with each microphone.	-30%
581	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS REDHAWK	IAS REDHAWK	Speaker microphone with GPS receiver. LCD display shows basic orientation of all members within a group. Battery & USB cable included. Cable that hooks from microphone to radio is required.	-30%
582	Icom	A, B or C	Accessories	IASANTSW1	IASANTSW1	Single antenna switch for base station operation	-30%
583	Icom	A, B or C	Accessories	IASANTSW2	IASANTSW2	Dual antenna switch for base station operation	-30%
584	Icom-FIPELEX	A, B or C	Accessories	IASDP1001	IASDP1001	DC distribution panel 12/24VDC with remote power control and SNMP. It can manage up to 12 loads.	-30%
585	Icom-FIPELEX	A, B or C	Accessories	IASDUP1001	IASDUP1001	136-148 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
586	Icom-FIPELEX	A, B or C	Accessories	IASDUP1002	IASDUP1002	148-160 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
587	Icom-FIPELEX	A, B or C	Accessories	IASDUP1003	IASDUP1003	160-174 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
588	Icom-FIPELEX	A, B or C	Accessories	IASDUP1004	IASDUP1004	136-148 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
589	Icom-Amphenol Procom	A, B or C	Accessories	IASDUP1005	IASDUP1005	148-160 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
590	Icom-FIPELEX	A, B or C	Accessories	IASDUP1006	IASDUP1006	160-174 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
591	Icom-FIPELEX	A, B or C	Accessories	IASDUP1007	IASDUP1007	136-148 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%

Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
592	Icom-FIPELEX	A, B or C	Accessories	IASDUP1008	IASDUP1008	148-160 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
593	Icom-FIPELEX	A, B or C	Accessories	IASDUP1009	IASDUP1009	160-174 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
594	Icom-EMR	A, B or C	Accessories	IASDUP1010	IASDUP1010	144-190MHz 6 cavity 100W duplexer with 3MHz minimum TX-RX separation	-30%
595	Icom-Televase	A, B or C	Accessories	IASDUP1012	IASDUP1012	144-174MHz 6 cavity, 350W duplexer, 400kHz TX-RX separation; 32" tall	-30%
596	Icom-Amphenol Procom	A, B or C	Accessories	IASDUP1015	IASDUP1015	152-175MHz 50W internal duplexer (6-15MHz minimum separation)	-30%
597	Icom-FIPELEX	A, B or C	Accessories	IASDUP1035	IASDUP1035	400-512 4 cavity 100W duplexer, 3MHz TX-RX separation	-30%
598	Icom-Procom A/S	A, B or C	Accessories	IASDUP1036	IASDUP1036	400-440 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
599	Icom-Procom A/S	A, B or C	Accessories	IASDUP1037	IASDUP1037	440-470 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
600	Icom-FIPELEX	A, B or C	Accessories	IASDUP1038	IASDUP1038	470-490 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
601	Icom-FIPELEX	A, B or C	Accessories	IASDUP1039	IASDUP1039	490-512 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
602	Icom-FIPELEX	A, B or C	Accessories	IASDUP1040	IASDUP1040	400-440 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
603	Icom-FIPELEX	A, B or C	Accessories	IASDUP1041	IASDUP1041	440-470 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
604	Icom-FIPELEX	A, B or C	Accessories	IASDUP1042	IASDUP1042	470-490 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
605	Icom-FIPELEX	A, B or C	Accessories	IASDUP1043	IASDUP1043	490-512 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
606	Icom-EMR	A, B or C	Accessories	IASDUP1044	IASDUP1044	440-512 6 cavity 100W duplexer with 3MHz minimum TX-RX separation	-30%
607	Icom	A, B or C	Accessories	IASDUP50CY	IASDUP50CY	YS5000/6000 internal duplexer assembly kit including RF jumpers and screws	-30%
608	Icom	A, B or C	Accessories	IASDUP50FR	IASDUP50FR	FR5000/6000 internal duplexer assembly kit including RF jumpers, mounting bracket and screws	-30%
609	Icom-RF Technology	A, B or C	Accessories	IASE2PA506	IASE2PA506	440-470MHz 100W 2RU power amplifier; 19" rack mountable; requires 13.8V power supply	-30%
610	Icom-RF Technology	A, B or C	Accessories	IASE2PA507	IASE2PA507	470-490MHz 100W 2RU power amplifier; 19" rack mountable; requires 13.8V power supply	-30%
611	Icom-RF Technology	A, B or C	Accessories	IASE2PA511	IASE2PA511	470-490MHz 100W 2RU additional power amplifier (fits next to IASE2PA507 in chassis)	-30%
612	Icom-Innovative Circuit	A, B or C	Accessories	IASIV1300	IASIV1300	Site inverter 300W 12/24VDC; 1RU 19" rack mountable	-30%
613	Icom-THALES	A, B or C	Accessories	IASKF7P	IASKF7P	System Owner Master Key (SOMKY) USB Dongle and CS-F7500ASK "P25 Advanced System Key (ASK) Manager Application" Note: Available only to P25 trunking system owners and requires the completion of the "P25 System Key Request Form" by the P25 Trunking System Owner	-30%
614	Icom-THALES	A, B or C	Accessories	IASKF7S	IASKF7S	Accessory Advanced System Key (AASK) USB dongle required for programming P25 trunking parameters. Note: shipped unprogrammed; requires P25 trunking system owner to program	-30%
615	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1005	IASMNT1005	Internal universal accessory mounting plate - use to mount duplexers/pre-selectors into FR5000/FR6000	-30%
616	Icom-Walker Component Group	A, B or C	Accessories	IASMNT1028	IASMNT1028	28x19, 16U desktop 2-post rack; 350lb weight capacity	-30%
617	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1030	IASMNT1030	30" (17RU) locking indoor cabinet	-30%
618	Icom-Radar	A, B or C	Accessories	IASMNT1042	IASMNT1042	42x19 welded steel 2-post rack; 24U, 1,500lb weight capacity	-30%
619	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1046	IASMNT1046	46" (26RU) locking indoor cabinet	-30%
620	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASMNT1060	IASMNT1060	60" (34RU) locking indoor cabinet	-30%
621	Icom-Walker Component Group	A, B or C	Accessories	IASMNT1063	IASMNT1063	63x19 welded steel 2-post rack; 63U, 1,500lb weight capacity	-30%
622	Icom-Radar	A, B or C	Accessories	IASMNT1070	IASMNT1070	70x19 welded steel 2-post rack; 40U, 1,500lb weight capacity	-30%
623	Icom-Innovative Circuit	A, B or C	Accessories	IASMNT1100	IASMNT1100	20A power supply rackmount kit; holds 1 or 2 power supplies	-30%
624	Icom-Innovative Circuit	A, B or C	Accessories	IASMNT1102	IASMNT1102	19" 2RU rack mount tray for 20A power supply; holds up to 2 units	-30%
625	Icom-Tessco	A, B or C	Accessories	IASMNT1105	IASMNT1105	Battery charger rackmount kit holds 1 to 2 chargers	-30%
626	Icom-Crescend Technologies	A, B or C	Accessories	IASP510	IASP510	144-154MHz 100W out, 2.5W in, 4RU power amplifier; 19" rack mountable	-30%
627	Icom-Crescend Technologies	A, B or C	Accessories	IASP520	IASP520	152-162MHz 100W out, 2.5W in, 4RU power amplifier; 19" rack mountable	-30%
628	Icom-FIPELEX	A, B or C	Accessories	IASPR1002	IASPR1002	150-174MHz 4 cavity pre-selector (assembly kit required with FR5000)	-30%
629	Icom-FIPELEX	A, B or C	Accessories	IASPR1010	IASPR1010	400-440MHz 4 cavity pre-selector (assembly kit required with FR6000)	-30%
630	Icom-FIPELEX	A, B or C	Accessories	IASPR1011	IASPR1011	440-520MHz 4 cavity pre-selector (assembly kit required with FR6000)	-30%
631	Icom-ASAP Metal Fabricators	A, B or C	Accessories	IASPR50FR	IASPR50FR	FR5000/6000 internal pre-selector assembly kit including RF jumpers, mounting bracket and screws	-30%
632	Icom-Innovative Circuit	A, B or C	Accessories	IASPS1022	IASPS1022	12v/30A power supply/battery charger - 1RU rack mountable with IASMT1105	-30%
633	Icom-Innovative Circuit	A, B or C	Accessories	IASPS1220	IASPS1220	20A power supply 13.8VDC; requires mount for use in rack (IASMT1102)	-30%
634	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20A/IC06	ICT CS120-20A/IC06	110V power supply and cabinet for control station use on P25 radios	-30%
635	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20AG/IC04	ICT CS120-20AG/IC04	110V power supply and cabinet for control station use for F5011/5021/F5121/F5220	-30%
636	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20AG/IC09	ICT CS120-20AG/IC09	110V power supply and cabinet for control station use for F5061/6061	-30%
637	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-30A/IC08	ICT CS120-30A/IC08	110V power supply and cabinet for control station use for F9511HT	-30%
638	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC04 220V	ICT IC04 220V	220V power supply and cabinet for control station use for F5011/5021	-30%
639	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC06 220V	ICT IC06 220V	220V power supply and cabinet for control station use on P25 radios	-30%
640	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC09 220V	ICT IC09 220V	220V power supply and cabinet for control station use for F5061/6061	-30%
641	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC011	ICT IC011	120V power supply and cabinet for base station use for A120	-30%
642	Icom-Innovative Circuit	A, B or C	Accessories	ICT IC011 220V	ICT IC011 220V	220V power supply and cabinet for control station use for A120	-30%
643	Icom-Impact Radio Accessories	A, B or C	Accessories	IMPACT HD3-13	IMPACT HD3-13	Heavy duty speaker mic w/3.5mm accessory jack (2-pin screw down connector)	-30%
644	Icom-Impact Radio Accessories	A, B or C	Accessories	IMPACT HD3-15	IMPACT HD3-15	Heavy duty use speaker mic with 3.5mm accessory jack (9-pin)	-30%
645	Icom-Impact Radio Accessories	A, B or C	Accessories	IMPACT HD3-16	IMPACT HD3-16	Lightweight heavy duty use speaker mic with 3.5mm accessory jack (14-pin connector)	-30%
646	Icom	A, B or C	Accessories	ISL-3	ISL-3	P25 trunking upgrade for the P9011/9511 series radios	-30%
647	Icom	A, B or C	Accessories	ISL-AK25K	ISL-AK25K	Add 25kHz into the radio	-30%
648	Icom	A, B or C	Accessories	ISL-AKAE5	ISL-AKAE5	AES activation code for F3400/F5400 series	-30%
649	Icom	A, B or C	Accessories	ISL-AKASTM	ISL-AKASTM	Add front panel programming/tactical group functions	-30%
650	Icom	A, B or C	Accessories	ISL-CHEX	ISL-CHEX	Memory channel expansion (4000 CH)	-30%
651	Icom	A, B or C	Accessories	ISL-P25AES	ISL-P25AES	AES activation key enables AES in radio (requires UT134 or UT125 PIPS-2)	-30%
652	Icom	A, B or C	Accessories	ISL-P25DS	ISL-P25DS	P25 packet data service (GPS/text) license	-30%
653	Icom	A, B or C	Accessories	ISL-P25FP	ISL-P25FP	Front panel programming	-30%
654	Icom	A, B or C	Accessories	ISL-P25P2	ISL-P25P2	P25 Phase 2 trunking license (Phase 1 license required)	-30%
655	Icom	A, B or C	Accessories	ISL-P25TR	ISL-P25TR	P25 Phase 1 trunking license	-30%
656	Icom	A, B or C	Accessories	ISL-P25VS	ISL-P25VS	P25 conventional voting scan license	-30%
657	Icom	A, B or C	Accessories	ISL-P25V	ISL-P25V	Enable 25kHz in the F7010/F7510 radios	-30%
658	Icom	A, B or C	Accessories	ISL-UGMTR	ISL-UGMTR	Type D trunking license for single and multi-site trunking	-30%
659	Icom	A, B or C	Accessories	IK2KCMIA	IK2KCMIA	Dual COMMANDDMIC adapter	-30%
660	Icom	A, B or C	Accessories	K220A	K220A	Aviation mobile antenna with a magnetic mount	-30%
661	Icom	A, B or C	Accessories	K220C	K220C	Aviation mobile antenna with a rooftop hole mount	-30%
662	Icom-Kirmuss & Associates	A, B or C	Accessories	KA KVL125	KA KVL125	KVL unit powered by 9-volt battery	-30%
663	Icom-Klein Electronics	A, B or C	Accessories	KLEIN DOUBLE AGENT-S8	KLEIN DOUBLE AGENT-S8	2-Wire Kit D-Ring Earloop for F50/F60	-30%
664	Icom-Laird Technologies	A, B or C	Accessories	LAIRD EXH 160 MXI	LAIRD EXH 160 MXI	155-160MHz antenna	-30%
665	Icom-Pulse Electronics	A, B or C	Accessories	LARSEN SPHL10160IC	LARSEN SPHL10160IC	151-163MHz helical 1/4 wave antenna center tuned to 157MHz	-30%
666	Icom	A, B or C	Accessories	LC159	LC159	Leather carrying case for the A6/A24	-30%
667	Icom	A, B or C	Accessories	LC189	LC189	R30 carrying case	-30%
668	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1000S	LCF1000S	Leather carrying case with a swivel for F1000/2000/D non display radios	-30%
669	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1000SS	LCF1000SS	Leather carrying case with a swivel belt loop and cutout for the display for the F1000S/2000S	-30%
670	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1000TS	LCF1000TS	Leather case for the F1000T/2000T with a full keypad cutout with a swivel belt	-30%
671	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1034SW	LCF1034SW	Leather case with swivel belt loop and D-ring; no display cutout for the F3400D	-30%
672	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1035SW	LCF1035SW	Leather case with swivel belt loop and D-ring; display cutout for the F3400DS & F7010S	-30%
673	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1036SW	LCF1036SW	Leather case with swivel belt loop and D-ring; display & full keypad cutout for the F3400DT & F7010T	-30%
674	Icom-A.W. Enterprises	A, B or C	Accessories	LCF1052S	LCF1052S	Leather case with swivel belt loop and D-ring for the F52D	-30%
675	Icom-A.W. Enterprises	A, B or C	Accessories	LCF14 SWIVEL	LCF14 SWIVEL	Leather carrying case with a swivel F14/24 & F3011/4011 radios	-30%
676	Icom-Bee Electronics	A, B or C	Accessories	LCF21 CLIP	LCF21 CLIP	Leather carrying case with a clip F11/21 radios	-30%
677	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3000 SWIVEL	LCF3000 SWIVEL	Leather carrying case with a swivel for the F3001/4001 & F3101D/4101D radios	-30%
678	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3021S SWIVEL	LCF3021S SWIVEL	Leather carrying case with a metal swivel clip and cutout for the display	-30%
679	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3061S SWIVEL	LCF3061S SWIVEL	Leather case for the F3161/4161 with a swivel clip	-30%
680	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3061T SWIVEL	LCF3061T SWIVEL	Leather case for the F3161/4161 with a full keypad cutout with a swivel belt clip	-30%
681	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3261S SWIVEL	LCF3261S SWIVEL	Leather carrying case with a swivel clip and cutout for the display for F3261	-30%
682	Icom-A.W. Enterprises	A, B or C	Accessories	LCF3261T SWIVEL	LCF3261T SWIVEL	Leather carrying case with a swivel clip and cutout for the DTMF keypad for F3261 series	-30%
683	Icom-Bee Electronics	A, B or C	Accessories	LCF70 CLIP	LCF70 CLIP	Leather case with a metal clip and DTMF keypad cutout for the F7080 series radios.	-30%
684	Icom-Bee Electronics	A, B or C	Accessories	LCF70S LOOP	LCF70S LOOP	Leather case with a belt loop for the F7080 series radios. Case is not IS approved with any of our IS radios.	-30%
685	Icom-A.W. Enterprises	A, B or C	Accessories	LCF9011S SWIVEL	LCF9011S SWIVEL	Leather carrying case with a swivel clip for the F9011/9021T radios without a full keypad	-30%
686	Icom-A.W. Enterprises	A, B or C	Accessories	LCF9011T SWIVEL	LCF9011T SWIVEL	Leather carrying case with a swivel clip for the F9011/9021T radios with a full keypad cutout	-30%
687	Icom	A, B or C	Accessories	M422 MMB	M422 MMB	Black mounting bracket for M412/M422	-30%
688	Icom	A, B or C	Accessories	M422SW MMB	M422SW MMB	Mounting bracket super white M412/M422	-30%
689	Icom	A, B or C	Accessories	M504B MMB	M504B MMB	Black mounting bracket for M504/M502	-30%
690	Icom	A, B or C	Accessories	M504G MMB	M504G MMB	Gray mounting bracket for M504/M502	-30%
691	Icom	A, B or C	Accessories	M602 MMB	M602 MMB	Black Mounting Bracket M602.01	-30%
692	Icom	A, B or C	Accessories	M802 CHEA	M802 CHEA	An adaptor that allows 2 control cables to be hooked together for long distance between the head and the radio	-30%
693	Icom	A, B or C	Accessories	M802 MMB	M802 MMB	Mounting Bracket M802	-30%
694	Icom-ASAP Metal Fabricators	A, B or C	Accessories	MB VP3	MB VP3	Rack mounting shelf for VEPG3/1P1000C	-30%
695	Icom	A, B or C	Accessories	MB103	MB103	Alligator belt clip	-30%
696	Icom	A, B or C	Accessories	MB103Y	MB103Y	Yellow alligator belt clip for the GM1600	-30%
697	Icom	A, B or C	Accessories	MB109	MB109	Belt clip for the M34/M36/M92D	-30%
698	Icom	A, B or C	Accessories	MB115	MB115	Standard belt clip for F9011 series	-30%
699	Icom	A, B or C	Accessories	MB118	MB118	Mounting bracket for the IC-7200	-30%
700	Icom	A, B or C	Accessories	MB121	MB121	Carrying handle for 7610	-30%
701	Icom	A, B or C	Accessories	MB123	MB123	Carrying handle for 7300/9100/7410	-30%
702	Icom	A, B or C	Accessories	MB124	MB124	Alligator type belt clip	-30%
703	Icom	A, B or C	Accessories	MB126	MB126	Mounting bracket for F8101	-30%
704	Icom	A, B or C	Accessories	MB127	MB127	Alligator belt clip	-30%
705	Icom	A, B or C	Accessories	MB130	MB130	Vehicle charger bracket holds rapid charger and requires cigarette lighter cable	-30%
706	Icom	A, B or C	Accessories	MB132	MB132	Flush mount kit for M324/G/M424/G	-30%
707	Icom	A, B or C	Accessories	MB133	MB133	Alligator type belt clip	-30%
708	Icom	A, B or C	Accessories	MB135	MB135	Alligator type belt clip	-30%
709	Icom	A, B or C	Accessories	MB136	MB136	Swivel belt clip for F1	

Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP %
710	Icom	A, B or C	Accessories	MB23	MB23	Carry handle and mounting hardware for the IC-718/77/707/821H/R8500/R75	-30%
711	Icom	A, B or C	Accessories	MB2730B	MB2730B	Base station mount (MBF4 + MBA4)	-30%
712	Icom	A, B or C	Accessories	MB2730R	MB2730R	Remote head kit w/mobile bracket (MBF4 + MBA5)	-30%
713	Icom	A, B or C	Accessories	MB2730R1	MB2730R1	Glass mount remote head kit w/mobile bracket (MBF1+MBF4+MBA5)	-30%
714	Icom	A, B or C	Accessories	MB28H	MB28H	Universal mounting bracket for small Amateur mobiles. Radio Width 141mm (5.5") screw spacing 50mm (2.0") One radio mounting hole fixed. one adjustable. 27/28/28H/229H/2350H/2710H/2720H/2200H/207H/208H	-30%
715	Icom	A, B or C	Accessories	MB53	MB53	Mobile mounting bracket that includes HM176 microphone, SP35 external speaker, MBA-3 rear panel adapter, and harness for A200/A210/A220	-30%
716	Icom	A, B or C	Accessories	MB62	MB62	Main Unit mounting bracket for the 706 Series, 703 Series, 7000 & 7100	-30%
717	Icom	A, B or C	Accessories	MB69	MB69	Flush mount kit for mounting controller or speaker to a panel M200/M412/M302/M402/M45/M304/M422	-30%
718	Icom	A, B or C	Accessories	MB74N	MB74N	Alligator Clip for BP209 & BP210 (non N version batteries)	-30%
719	Icom	A, B or C	Accessories	MB75	MB75	Flush mount kit for mounting controller or speaker to a panel for M506/M605/M802/M504/M604/MA500TR/M502/M602	-30%
720	Icom	A, B or C	Accessories	MB86	MB86	Swivel belt clip that screws into back of radio	-30%
721	Icom	A, B or C	Accessories	MB92	MB92	Dust cover M304/402 series	-30%
722	Icom	A, B or C	Accessories	MB93	MB93	Swivel belt clip	-30%
723	Icom	A, B or C	Accessories	MB94	MB94	Alligator belt clip	-30%
724	Icom	A, B or C	Accessories	MB94EX	MB94EX	Blue alligator belt clip for F3201DEX/4201DEX	-30%
725	Icom	A, B or C	Accessories	MB94R	MB94R	Alligator belt clip with long clip that angles the antenna/top of radio off the body	-30%
726	Icom	A, B or C	Accessories	MB96N	MB96N	Swivel belt hanger to use with standard belt clip	-30%
727	Icom	A, B or C	Accessories	MB98	MB98	Standard belt clip for the F50/60 & M88	-30%
728	Icom	A, B or C	Accessories	MB99A	MB99A	Wall mounting bracket VEPG3/IP1000C	-30%
729	Icom	A, B or C	Accessories	MBA1	MBA1	Controller bracket for 7100	-30%
730	Icom	A, B or C	Accessories	MBA2	MBA2	Remote head mounting bracket for the ID5100A	-30%
731	Icom	A, B or C	Accessories	MBA3	MBA3	Rear panel adapter with a card edge connector for the A220	-30%
732	Icom	A, B or C	Accessories	MBA4	MBA4	Bracket to attach the controller to the main unit	-30%
733	Icom	A, B or C	Accessories	MBA5	MBA5	Bracket to attach the controller to the MBF-1	-30%
734	Icom	A, B or C	Accessories	MBA7	MBA7	Bracket adapter for the BC-218	-30%
735	Icom	A, B or C	Accessories	MBA8	MBA8	Controller bracket for ID4100A	-30%
736	Icom	A, B or C	Accessories	MBB3	MBB3	Standard belt clip	-30%
737	Icom	A, B or C	Accessories	MBB5	MBB5	Belt clip for SAT100	-30%
738	Icom	A, B or C	Accessories	MBF1	MBF1	Remote head mount. Adhesive pad and adjustable pivot points holds it securely. Requires MBA5, MBA7 or MBA8.	-30%
739	Icom	A, B or C	Accessories	MBF4	MBF4	Mounting bracket for the ID5100	-30%
740	Icom	A, B or C	Accessories	MBF5	MBF5	Flush mount kit for M330 series	-30%
741	Icom	A, B or C	Accessories	MN100	MN100	Antenna matcher. Matches the transceiver to a dipole antenna. Covers all HF bands from 1.5 to 30MHz. Two 8m antenna wires come standard.	-30%
742	Icom	A, B or C	Accessories	MN100L	MN100L	Antenna matcher. Matches the transceiver to a long wire antenna. Covers all HF bands from 1.5 to 30mhz. One 15m antenna comes standard.	-30%
743	Icom-PCTEL	A, B or C	Accessories	MOUNT 1	MOUNT 1	NMO Permanent Mount, 17# RG58 cable, PL259 connector	-30%
744	Icom-PCTEL	A, B or C	Accessories	MOUNT 2	MOUNT 2	Trunk Lid Mount/HD, BRKT, 45 DEG CBL, 58AU/PL259	-30%
745	Icom-PCTEL	A, B or C	Accessories	MOUNT 3	MOUNT 3	Black Magnetic Mount - 3 1/4" DIAMETER, 12# RG58 cable w/PL259 connector	-30%
746	Icom-OEM PC World	A, B or C	Accessories	MSD CARD	MSD CARD	32GB micro SD card	-30%
747	Icom	A, B or C	Accessories	MXG5000S	MXG5000S	GPS receiver	-30%
748	Icom-A.W. Enterprises	A, B or C	Accessories	NC100H	NC100H	Nylon case with a clip for the IP100H/IP501H	-30%
749	Icom-A.W. Enterprises	A, B or C	Accessories	NCA25	NCA25	Nylon case for the A25	-30%
750	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1000C	NCF1000C	Nylon carrying case with a clip for the F1000/2000/D non display radios	-30%
751	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1000SC	NCF1000SC	Nylon carrying case with a clip and cutout for the display F1000S/2000S	-30%
752	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1000TC	NCF1000TC	Nylon carrying case with a clip and cutout for the display and keypad F1000T/2000T	-30%
753	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1034C	NCF1034C	Nylon case with metal clip without display cutout for the F3400D	-30%
754	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1035C	NCF1035C	Nylon case with metal clip with display cutout. F3400DS/F7010S	-30%
755	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1036C	NCF1036C	Nylon case with metal clip with full keypad cutout. F3400DT/F7010T	-30%
756	Icom-A.W. Enterprises	A, B or C	Accessories	NCF1052C	NCF1052C	Nylon case for the F32D with a clip	-30%
757	Icom-Bee Electronics	A, B or C	Accessories	NCF21 LOOP	NCF21 LOOP	Nylon carrying case with a loop F11/21 radios	-30%
758	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3000 CLIP	NCF3000 CLIP	Nylon carrying case with a clip for the F3001/4001 & F3101D/4101D radios	-30%
759	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3021S CLIP	NCF3021S CLIP	Nylon carrying case with a clip and cutout for the display	-30%
760	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3061S LOOP	NCF3061S LOOP	Nylon case with a loop for the F3161S/4161S radios without a DTMF cutout	-30%
761	Icom-Bee Electronics	A, B or C	Accessories	NCF3061T LOOP	NCF3061T LOOP	Nylon carrying case with a loop for the F3161T/4161T radios with a full keypad	-30%
762	Icom-A.W. Enterprises	A, B or C	Accessories	NCF30G LOOP	NCF30G LOOP	Nylon carrying case with a loop for the F30G/40G & M36 radios	-30%
763	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3261S CLIP	NCF3261S CLIP	Nylon carrying case with a clip and cutout for the display for F3261 series	-30%
764	Icom-A.W. Enterprises	A, B or C	Accessories	NCF3261T CLIP	NCF3261T CLIP	Nylon carrying case with a clip and cutout for the DTMF keypad for F3261 series	-30%
765	Icom-A.W. Enterprises	A, B or C	Accessories	NCF9011T CLIP	NCF9011T CLIP	Nylon carrying case with a clip for the F9011T/9011T radios with a full keypad	-30%
766	Icom-Holsterguydotcom	A, B or C	Accessories	OPC1	OPC1	Nylon chest pocket	-30%
767	Icom	A, B or C	Accessories	OPC025D	OPC025D	12V DC power cord with 6-pin connector for HF radios (718/706/MK2/G756PRO/2)	-30%
768	Icom	A, B or C	Accessories	OPC1000	OPC1000	6.1m/20ft connection cable to use with the HM126RBR/GHM205R8HIM157 (mounting hardware req.)	-30%
769	Icom	A, B or C	Accessories	OPC1106	OPC1106	Separation cable between controller and main unit (1.64ft) for M802	-30%
770	Icom	A, B or C	Accessories	OPC1107A	OPC1107A	M802 Main Unit DC PC	-30%
771	Icom	A, B or C	Accessories	OPC1122U	OPC1122U	PC to mobile radio programming cloning cable with USB connector.	-30%
772	Icom	A, B or C	Accessories	OPC1132	OPC1132	DC power cable (9.8ft) with 2-pin T connector.	-30%
773	Icom	A, B or C	Accessories	OPC1147N	OPC1147N	Shielded control cable to connect the M802 to the AT140 (10m)	-30%
774	Icom	A, B or C	Accessories	OPC1156	OPC1156	Remote head extension cable (3.5m)	-30%
775	Icom	A, B or C	Accessories	OPC1174	OPC1174	M602/M604 DC power cord	-30%
776	Icom	A, B or C	Accessories	OPC1392	OPC1392	Headset adapter to use with HS94/95/97 for the M73/M72/GM1600/M90	-30%
777	Icom	A, B or C	Accessories	OPC1457	OPC1457	DC power cord with 4-pin connector and 30A fuse for 7000/7200/7410/7600/9100	-30%
778	Icom	A, B or C	Accessories	OPC1465	OPC1465	32.8ft shielded control cable from AT140 to M803	-30%
779	Icom	A, B or C	Accessories	OPC1529R	OPC1529R	Data cable (RS232 to 3.5mm)	-30%
780	Icom	A, B or C	Accessories	OPC1532	OPC1532	Radio to radio cloning cable between P25 mobile radios	-30%
781	Icom	A, B or C	Accessories	OPC1533	OPC1533	Radio to radio cloning cable between F1721/2721/D series mobiles & F7080/D portable radios	-30%
782	Icom-Otto Engineering	A, B or C	Accessories	OPC1534	OPC1534	Key Loader cable for P25 radio to KVL3000/4000. For portables: requires OPC-1871, RJ45 female to RJ45 female & 8920001690. For mobiles: requires RJ45 female to RJ45 female & 8920001690.	-30%
783	Icom	A, B or C	Accessories	OPC1536	OPC1536	Radio to radio cloning cable between F7080/D portable radios	-30%
784	Icom	A, B or C	Accessories	OPC1540	OPC1540	6.1m/20ft extension cable to use with the COMMANDMIC III/IV (mounting hardware required)	-30%
785	Icom	A, B or C	Accessories	OPC1541	OPC1541	6.1m/20ft extension cable to use with the COMMANDMIC III/IV with the OPC1540. Up to 2 OPC-1541 can be connected.	-30%
786	Icom	A, B or C	Accessories	OPC1655	OPC1655	Cloning cable adapter for M25/M36/M93D	-30%
787	Icom	A, B or C	Accessories	OPC1862	OPC1862	USB programming cloning cable for radios with 14-pin connector	-30%
788	Icom	A, B or C	Accessories	OPC1870	OPC1870	Radio to radio cloning cable between two 14-pin connector portable radios	-30%
789	Icom	A, B or C	Accessories	OPC1871	OPC1871	Radio to radio cloning cable between 14-pin connector portable & mobile radio; used in conjunction with the OPC1534 for encryption key loading on the F7010 portable series	-30%
790	Icom	A, B or C	Accessories	OPC1939	OPC1939	D-Sub 15-pin ACC cable. Connects with a PC, external speaker, external channel control, ignition sense line or vehicle horn	-30%
791	Icom	A, B or C	Accessories	OPC1962	OPC1962	DC power cord for F9511HT	-30%
792	Icom	A, B or C	Accessories	OPC2004	OPC2004	Adapter plug to use the HS94-95-97 for the F3001/4001/3101D/4101D & V80	-30%
793	Icom	A, B or C	Accessories	OPC2004A	OPC2004A	VOX conversion cable to use the HS-97 for the F1000/D products	-30%
794	Icom	A, B or C	Accessories	OPC2061S	OPC2061S	Adapter plug with VOX and no PTT to use with the HS94-95-97	-30%
795	Icom	A, B or C	Accessories	OPC2078	OPC2078	D-Sub 25-pin ACC cable. Connects with a PC, external speaker, external channel control, ignition sense line or vehicle horn	-30%
796	Icom	A, B or C	Accessories	OPC2091	OPC2091	Cloning cable adapter for M24	-30%
797	Icom	A, B or C	Accessories	OPC2144	OPC2144	Right angle plug adapter cable to plug old straight pin connector headsets into (required to use with OPC478 when programming radios)	-30%
798	Icom	A, B or C	Accessories	OPC2218LU	OPC2218LU	Cloning/data cable with USB connector for ID51A/ID31A/5100A/7100	-30%
799	Icom	A, B or C	Accessories	OPC2253	OPC2253	3.5m (11ft) separation cable	-30%
800	Icom	A, B or C	Accessories	OPC2254	OPC2254	5m (16ft) separation cable	-30%
801	Icom	A, B or C	Accessories	OPC2273	OPC2273	5m audio connection cable between the VEPG3 and the M604A (Waterproof 8-pin connector).	-30%
802	Icom	A, B or C	Accessories	OPC2275	OPC2275	3m audio connection cable between the VEPG3 and the F5061/D series or A120 (RJ-45 modular plug connector with speaker)	-30%
803	Icom	A, B or C	Accessories	OPC2276	OPC2276	5m audio connection cable between the VEPG3 and the HM152/SM26 (Modular jack connector with speaker jack)	-30%
804	Icom	A, B or C	Accessories	OPC2308	OPC2308	GPS/external modem connection cable	-30%
805	Icom	A, B or C	Accessories	OPC2309	OPC2309	Antenna tuner control cable for AT140/AH740 for F8101 (10M or 32.8ft)	-30%
806	Icom	A, B or C	Accessories	OPC2321	OPC2321	Control cable adapter to 4 pin type for AH740	-30%
807	Icom	A, B or C	Accessories	OPC2328	OPC2328	Adapter plug with PTT to use with the HS94/95/97	-30%
808	Icom	A, B or C	Accessories	OPC2338	OPC2338	14-pin programming cable plus transparent data transfer	-30%
809	Icom	A, B or C	Accessories	OPC2344	OPC2344	Modular connector programming cable plus Type-C NXDN transparent data transfer for F3600D/4360D	-30%
810	Icom	A, B or C	Accessories	OPC2350LU	OPC2350LU	Smart phone data cable	-30%
811	Icom	A, B or C	Accessories	OPC2359	OPC2359	PTT switch cable	-30%
812	Icom	A, B or C	Accessories	OPC2361	OPC2361	DC power cord with 25A fuse for 718/78/7300	-30%
813	Icom	A, B or C	Accessories	OPC2362	OPC2362	Handheld to mobile zone copy cable (14-pin to 10-pin DIM)	-30%
814	Icom	A, B or C	Accessories	OPC2363	OPC2363	10-pin DIM programming cable	-30%
815	Icom	A, B or C	Accessories	OPC2364	OPC2364	1.9m/6.2ft separation cable for RMK5/RMK7	-30%
816	Icom	A, B or C	Accessories	OPC2365	OPC2365	3m/9.8ft separation cable for RMK5/RMK7	-30%
817	Icom	A, B or C	Accessories	OPC2366	OPC2366	5m/16.4ft separation cable for RMK5/RMK7	-30%
818	Icom	A, B or C	Accessories	OPC2367	OPC2367	8m/26.2ft separation cable for RMK5/RMK7	-30%
819	Icom	A, B or C	Accessories	OPC2373	OPC2373	1.9m/6.2ft separation cable for HM218	-30%
820	Icom	A, B or C	Accessories	OPC2374	OPC2374	8m/26.2ft separation cable for HM218	-30%
821	Icom	A, B or C	Accessories	OPC2377	OPC2377	32.8ft extension cable for RC-M600	-30%
822	Icom-Pilot Communications	A, B or C	Accessories	OPC2379	OPC2379	Headset adapter cable for A25	-30%
823	Icom	A, B or C	Accessories	OPC2382	OPC2382	Conversion cable to program M605 (links OPC478UC to M605)	-30%

Vendor (AF)

No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
824	Icom	A, B or C	Accessories	OPC2383	OPC2383	32.8ft connection cable for RC-M600	-30%
825	Icom	A, B or C	Accessories	OPC2384	OPC2384	12-pin to 8-pin conversion cable to connect HM195 to M605 (1 cable required per HM195)	-30%
826	Icom	A, B or C	Accessories	OPC2389	OPC2389	Cable connecting serial device to RS232	-30%
827	Icom	A, B or C	Accessories	OPC2390	OPC2390	Cable connecting VEPG4 to FR5000/6000	-30%
828	Icom	A, B or C	Accessories	OPC2401	OPC2401	Headset adapter with screw down connector (A16)	-30%
829	Icom	A, B or C	Accessories	OPC2407	OPC2407	D-SUB 25-pin connector for the IP501M	-30%
830	Icom	A, B or C	Accessories	OPC2412	OPC2412	Connection cable between VEPG4 & SAT100	-30%
831	Icom	A, B or C	Accessories	OPC2422	OPC2422	5M extension cable between the SAT100 and AH40.	-30%
832	Icom	A, B or C	Accessories	OPC254L	OPC254L	Power supply cable; 10-14V DC required for high power output	-30%
833	Icom	A, B or C	Accessories	OPC344	OPC344	A110/A120 power cord	-30%
834	Icom	A, B or C	Accessories	OPC340	OPC340	Microphone extension cable (RJ-45 M/F) (16.4ft)	-30%
835	Icom	A, B or C	Accessories	OPC478UC	OPC478UC	USB programming cable (2-pin connectors handhelds)	-30%
836	Icom	A, B or C	Accessories	OPC510	OPC510	AC power cable for the 7800/7700	-30%
837	Icom	A, B or C	Accessories	OPC515L	OPC515L	DC power cable for single unit rapid chargers	-30%
838	Icom	A, B or C	Accessories	OPC566	OPC566	Cable to connect the AT130 to the M710 (30 ft.)	-30%
839	Icom	A, B or C	Accessories	OPC568	OPC568	M710/M700PRO Power Cord	-30%
840	Icom	A, B or C	Accessories	OPC589	OPC589	Microphone adapter cable (8 pin to RJ-45)	-30%
841	Icom	A, B or C	Accessories	OPC592	OPC592	Programming cloning cable for PC to radio (must use with OPC-478/UC)	-30%
842	Icom	A, B or C	Accessories	OPC599	OPC599	Cable adapter converts 13-pin ACC connector to 7-pin & 8-pin ACC connector	-30%
843	Icom	A, B or C	Accessories	OPC607	OPC607	3m/9.8ft separation cable for remote mounting kits	-30%
844	Icom	A, B or C	Accessories	OPC608	OPC608	5m/16.4ft separation cable for remote mounting kits	-30%
845	Icom	A, B or C	Accessories	OPC609	OPC609	1.9m/6.2ft separation cable for remote mounting kits	-30%
846	Icom	A, B or C	Accessories	OPC617	OPC617	Accessory cable for external terminal connection	-30%
847	Icom	A, B or C	Accessories	OPC647	OPC647	Microphone extension cable 8.2ft	-30%
848	Icom	A, B or C	Accessories	OPC656	OPC656	DC power cable for gang charger	-30%
849	Icom	A, B or C	Accessories	OPC726	OPC726	5m/16.4ft separation cable for remote mounting kits	-30%
850	Icom	A, B or C	Accessories	OPC871A	OPC871A	Headset adapter A120/A110	-30%
851	Icom	A, B or C	Accessories	OPC891A	OPC891A	M504/M422 power cord	-30%
852	Icom-Midland Radio	A, B or C	Accessories	OPC-9000	OPC-9000	Programming cable for the FR9010/9020 repeaters	-30%
853	Icom	A, B or C	Accessories	OPC922	OPC922	Cloning cable adapter for M72/M73/M92D	-30%
854	Icom	A, B or C	Accessories	OPC966U	OPC966U	USB programming cloning cable for radios with 9-pin connector	-30%
855	Icom	A, B or C	Accessories	OPC980	OPC980	Cloning cable adapter for M424/M504/M604	-30%
856	Icom	A, B or C	Accessories	OPC999	OPC999	20ft extension cable to connect COMMANDMIC II or HM-205RB to the OPC1000 and radio. Connect up to two HM205RB with M506 or one with M605.	-30%
857	Icom	A, B or C	Accessories	OPC-IKVL1	OPC-IKVL1	Interface Cable with RJ45 Connector between P25 mobiles & KA KVL125	-30%
858	Icom	A, B or C	Accessories	OPC-IKVL14	OPC-IKVL14	Interface Cable with 14 Pin Connector between P25 portable & KA KVL125	-30%
859	Icom-Oto Engineering	A, B or C	Accessories	OTTO V110822	OTTO V110822	2-Wire palm mic kit (earphone cable and mic/pt cable) with 9-pin connector	-30%
860	Icom-Oto Engineering	A, B or C	Accessories	OTTO V112CD137	OTTO V112CD137	Throat Mic Sys w/tube ear piece and body PTT with 9 pin connector for F30G/40G	-30%
861	Icom-Oto Engineering	A, B or C	Accessories	OTTO V410399	OTTO V410399	Skull Mic System w/earcup and 80mm body PTT for F30G/40G and M88	-30%
862	Icom-Oto Engineering	A, B or C	Accessories	OTTO V410514	OTTO V410514	Lightweight single speaker win-line ptt, padded headband (9-pin connector)	-30%
863	Icom-Oto Engineering	A, B or C	Accessories	OTTO V4E3CC5	OTTO V4E3CC5	Explorer lightweight headset with flexible earloop w/boom mic (2-pin right angle connector)	-30%
864	Icom-Pilot Communications	A, B or C	Accessories	PA OPC499	PA OPC499	Headset adapter	-30%
865	Icom	A, B or C	Accessories	PS310 01	PS310 01	24V DC-DC converter	-30%
866	Icom	A, B or C	Accessories	PS310 02	PS310 02	12V DC-DC converter	-30%
867	Icom	A, B or C	Accessories	PS80	PS80	Power supply that includes the HM-176 & MBA-3 for A220/A210/A200	-30%
868	Icom-Pilot Communications	A, B or C	Accessories	PTT SW	PTT SW	Avionic PTT switch. Plugs into your headset.	-30%
869	Icom-Powerwerx	A, B or C	Accessories	PW LF-1	PW LF-1	Noise filter to use with the F5061D with the UT-1A100 already installed.	-30%
870	Icom	A, B or C	Accessories	RC28	RC28	Remote control USB encoder	-30%
871	Icom	A, B or C	Accessories	RCSF10	RCSF10	Remote Communicator software + CT-24 (digital voice converter unit - each IDAS system requires 1 CT-24)	-30%
872	Icom	A, B or C	Accessories	RCM600	RCM600	Command head for M605. Comes with OPC-2383 & HM-205RB.	-30%
873	Icom	A, B or C	Accessories	RMK2	RMK2	P1721/1821 bracket & face plate for remote mounting. Separation cable not included	-30%
874	Icom	A, B or C	Accessories	RMK3 01	RMK3 01	F5061/6061 bracket & face plate for remote mounting. Separation cable not included	-30%
875	Icom	A, B or C	Accessories	RMK4 01	RMK4 01	Dual head and separation kit for F9511HT. Requires external speaker and cable.	-30%
876	Icom	A, B or C	Accessories	RMK5	RMK5	Bracket & face plate for remote mounting for the F5400D/F6400D. Separation cable not included.	-30%
877	Icom	A, B or C	Accessories	RMK6	RMK6	Remote mount kit for the F8101. Separation cable sold separately.	-30%
878	Icom	A, B or C	Accessories	RMK7	RMK7	Dual head and separation kit for the F5400D/F6400D. Separation cables & microphone not included.	-30%
879	Icom	A, B or C	Accessories	RR FIRMWARE UPGRADE	RR FIRMWARE UPGRADE	Add 3.1 RR firmware to your IDAS radio	-30%
880	Icom	A, B or C	Accessories	RSAP3	RSAP3	Access point management software	-30%
881	Icom	A, B or C	Accessories	RS-BA1 V2	RS-BA1 V2	IP remote control software for amateur radios	-30%
882	Icom	A, B or C	Accessories	RSBC225	RSBC225	Battery management software for the BP-283/284/BP290. Can connect up to 30 BC-225 chargers to it.	-30%
883	Icom	A, B or C	Accessories	RSBMGR1	RSBMGR1	Remote system manager software for IDAS MultiTrunk	-30%
884	Icom	A, B or C	Accessories	RSRS500	RSRS500	Remote control software RS500	-30%
885	Icom	A, B or C	Accessories	RSRS600	RSRS600	Remote control software	-30%
886	Icom-AT & T Mobility	A, B or C	Accessories	SIM CARD	SIM CARD	SIM card for U.S. LTE networks	-30%
887	Icom	A, B or C	Accessories	SM26	SM26	Desktop microphone with monitor switch for mobile radios	-30%
888	Icom	A, B or C	Accessories	SM28	SM28	Desktop microphone for IP501M	-30%
889	Icom	A, B or C	Accessories	SM29	SM29	Desktop microphone for F5400 series	-30%
890	Icom	A, B or C	Accessories	SM30	SM30	Compact desktop microphone with low cut function	-30%
891	Icom	A, B or C	Accessories	SM50	SM50	Desktop unidirectional microphone with up/down switches and low cut function	-30%
892	Icom	A, B or C	Accessories	SP23	SP23	External speaker with 4 audio filters; headphone jack (5W)	-30%
893	Icom	A, B or C	Accessories	SP24	SP24	External speaker (4x4") for marine fixed mount radios (7W)	-30%
894	Icom	A, B or C	Accessories	SP26	SP26	Tube earphone with 2.5mm plug to use with HM-163MC/HM-153LS	-30%
895	Icom	A, B or C	Accessories	SP27	SP27	Acoustic tube earphone with a clip (3.5mm)	-30%
896	Icom	A, B or C	Accessories	SP28	SP28	Earhook type earphone with 2.5mm plug to use with HM-163MCHM-153LS	-30%
897	Icom	A, B or C	Accessories	SP29	SP29	Earhook type earphone with 3.5mm plug	-30%
898	Icom	A, B or C	Accessories	SP30	SP30	20W large external speaker	-30%
899	Icom	A, B or C	Accessories	SP32	SP32	Tube adapter for use with the EH-15B	-30%
900	Icom	A, B or C	Accessories	SP33	SP33	Base station speaker (40hm)	-30%
901	Icom	A, B or C	Accessories	SP34	SP34	Base station high quality speaker with internal audio filters	-30%
902	Icom	A, B or C	Accessories	SP35	SP35	5W external speaker with 3.5mm speaker jack and 2m cable	-30%
903	Icom	A, B or C	Accessories	SP37	SP37	40W huller/speaker for fixed mounts	-30%
904	Icom	A, B or C	Accessories	SP38	SP38	5W external speaker for HF radios	-30%
905	Icom	A, B or C	Accessories	SP39AD	SP39AD	External speaker with 15V/2A power supply for the R8600	-30%
906	Icom	A, B or C	Accessories	SP40	SP40	Earphone with 3.5mm plug	-30%
907	Icom	A, B or C	Accessories	SP41	SP41	5W external speaker for HF radios	-30%
908	Icom-Impact Radio Accessories	A, B or C	Accessories	SP-AT1	SP-AT1	Single pin listen only w/QD acoustic tube (9", 3.5mm L-shape)	-30%
909	Icom-W & W Manufacturing	A, B or C	Accessories	SPRING CLIP L	SPRING CLIP L	Long spring clip insert length 3.5 inches	-30%
910	Icom-StromStod	A, B or C	Accessories	SS BC61	SS BC61	Mobile rapid charger with cigarette adapter for the F3161 & F3261 series	-30%
911	Icom-StromStod	A, B or C	Accessories	SS BC62	SS BC62	Mobile rapid charger with cigarette adapter for the F3400 & F7010 series	-30%
912	Icom	A, B or C	Accessories	UCFR5000 01	UCFR5000 01	Trunking/Network controller board (1 per repeater)	-30%
913	Icom	A, B or C	Accessories	UCFR5300	UCFR5300	Trunking/Network controller board (1 per repeater)	-30%
914	Icom	A, B or C	Accessories	UT109 02	UT109 02	Non-rolling voice scrambler. Up to 32 codes available. Not compatible with radios using the UT-110.	-30%
915	Icom	A, B or C	Accessories	UT109R 21	UT109R 21	Non-rolling voice scrambler. Up to 32 codes available. Not compatible with radios using the UT-110.	-30%
916	Icom	A, B or C	Accessories	UT110 02	UT110 02	Rolling voice scrambler. Up to 1020 (255 codes x 4 groups) codes available.	-30%
917	Icom	A, B or C	Accessories	UT110R 21	UT110R 21	Rolling voice scrambler. Up to 1020 (255 codes x 4 groups) codes available. Works only in analog mode.	-30%
918	Icom	A, B or C	Accessories	UT112	UT112	Digital voice scrambling unit - 32 Codes	-30%
919	Icom	A, B or C	Accessories	UT120 01	UT120 01	P25 upgrade board for F7080 handhelds	-30%
920	Icom	A, B or C	Accessories	UT120 02	UT120 02	P25 Hardware Upgrade Board - Mobiles	-30%
921	Icom	A, B or C	Accessories	UT124 01	UT124 01	Man down unit	-30%
922	Icom	A, B or C	Accessories	UT125 01	UT125 01	AES/DES encryption board with OTAR compliance for F9011/F9511 series	-30%
923	Icom	A, B or C	Accessories	UT125 FIPS	UT125 FIPS	FIPS 140-2 AES encryption board with OTAR compliance for F9011/F9511 series	-30%
924	Icom	A, B or C	Accessories	UT125 FIPS-2	UT125 FIPS-2	FIPS 140-2 encryption board; requires ISL-P25A5A license key to activate AES	-30%
925	Icom	A, B or C	Accessories	UT126H 03	UT126H 03	6.25MHz digital module for old PLL versions of the F3161/4161 or F5061/6061 series	-30%
926	Icom	A, B or C	Accessories	UT128	UT128	DES encryption for F9011/F9511 radios	-30%
927	Icom	A, B or C	Accessories	UT133	UT133	Bluetooth unit	-30%
928	Icom	A, B or C	Accessories	UT134	UT134	AES/DES encryption board; requires ISL code to activate AES	-30%
929	Icom	A, B or C	Accessories	UT137	UT137	Bluetooth unit	-30%
930	Icom-Schippers & Crew	A, B or C	Accessories	UT-IA100	UT-IA100	Audio amp board for F5061D with RR firmware installed (factory install ONLY; install included in price)	-30%
931	Icom	A, B or C	Accessories	UX231	UX231	AIS receive board for M506	-30%
932	Icom	A, B or C	Accessories	UX241	UX241	GPS antenna	-30%
933	Icom	A, B or C	Accessories	UX248	UX248	GPS unit	-30%
934	Icom	A, B or C	Accessories	UX251	UX251	AIS receiver unit for the M605	-30%
935	Icom	A, B or C	Accessories	UX252	UX252	Analog TCG output for the MR1010RH	-30%
936	Icom	A, B or C	Accessories	VESP1	VESP1	LTE speakerphone unit	-30%
937	Icom	A, B or C	Accessories	V51L	V51L	VOX/PTT case with 2-pin right angle connector. Must use with HS94/HS95/HS97	-30%
938	Icom	A, B or C	Accessories	V51MC	V51MC	VOX/PTT case with 14-pin connector. Must use with HS94/HS95/HS97.	-30%
939	Icom	A, B or C	Accessories	V51SC	V51SC	VOX/PTT case with 9-pin connector. Must use with HS94/HS95/HS97.	-30%
940	Icom	A, B or C	Accessories	V53	V53	Compact clippable PTT Bluetooth with earphone via 3.5mm jack for all-day operation	-30%
941	Icom	A, B or C	Accessories	V54LA	V54LA	PTT switch cable to communicate using the HS94/95/97	-30%
942	Icom	A, B or C	Accessories	V54MC	V54MC	Cable with heavy duty PTT switch with 14-pin connector. Use with HS94/HS95/HS97.	-30%
943	Icom	A, B or C	Accessories	V55MC	V55MC	VOX/PTT switch cable to use with headset (HS94/95/97)	-30%

Vendor (AF)

PG 9

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

No.	Service	MSRP % Discount	Retail	\$ Rate <i>(indicate Hourly or</i>	UOM
1.	System Technician Technologist	30% off retail			
	QENG-PH	Engineering support - per hour	\$ 285.70	\$ 200.00	Hourly
	QFS-1D	OnSite Technical/Field Support 1st Day	\$ 7,856.75	\$ 5,500.00	Daily
	QFS-AD	OnSite Technical/Field Support Additional Days	\$ 4,571.20	\$ 3,200.00	Daily
2.	Standard Shop Installation	30% off retail			
	CONTROL STATION ASSEMBLE	Install mobile into power supply and cabinet to make control station (no charge courtesy service)	\$ -	\$ -	Each
	ENGRAVE	Engrave radio	\$ 42.86	\$ 30.00	Each
	IASTUN1001	Icom to tune your system products	\$ 80.35	\$ 56.25	Each
	INSTALLATION AVIONICS	Install radio into power supply	\$ 80.35	\$ 56.25	Each
	INSTALLATION MARINE	Install a component into an Marine mobile or portable	\$ 42.86	\$ 30.00	Each
	INSTALL-IAS	Install a component into a repeater or an item into a cabinet	\$ 80.35	\$ 56.25	Each
	INSTALL-MF	Install a component into an LM mobile or portable	\$ 42.86	\$ 30.00	Each
	SERVICE/SALE BUILD-UP IAS	Systems support - per hour	\$ 171.42	\$ 120.00	Hourly
3.	Mobile Radio Installation	30% off retail			
	DEALER FIELD INSTALL	Dealer Mobile Installation Charge (underdash)	\$ 357.13	\$ 250.00	Each
	DEALER HOURLY RATE	Authorized Dealer Support	\$ 257.13	\$ 180.00	Hourly
4.	Radio Programming	30% off retail			
	PROG-IAS	Icom to program your system products	\$ 80.35	\$ 56.25	Each
	PROGLM6789	Icom to program your radio or IAS product	\$ 62.75	\$ 43.93	Each
	PROG-MF	Icom to program your land mobile mainframe with provided icf file or 1	\$ 42.86	\$ 30.00	Each
5.	Training	30% off retail			
	QTT-OS1D	On-Site Technical Training 1st Day, Up to 6 People	\$ 7,856.75	\$ 5,500.00	Daily
	QTT-OSAD	On-Site Technical Training Additional Days, Up to 6 People	\$ 4,571.20	\$ 3,200.00	Daily
	QTT-OSPH	Technical training from their desk	\$ 249.99	\$ 175.00	Hourly
6.	Post-Warranty Maintenance	30% off retail for labor; 23% off retail for parts			
	REPAIR LABOR	Icom Service Center Repair Labor for Icom mainframes/accessories.	\$ 131.99	\$ 92.40	Hourly
	REPAIR PARTS	Any required parts or components may be charged separately.	<i>Multiple</i>	<i>Multiple</i>	Each
7.	Support Services – Implementation	30% off retail			
	QFS-PH	Field/design support	\$ 249.99	\$ 175.00	Hourly
8.	Support Services – Post Implementation	30% off retail			
	QFS-PH	Field/design support	\$ 249.99	\$ 175.00	Hourly
9.	Project Management Services	NO BID			
10.	Extended Warranty Options (as per specification instructions)	30% off retail			
	EXTWARR211	1 year extended warranty for a total 3 years for low tier mainframes	\$ 26.78	\$ 18.75	Each
	EXTWARR212	2 year extended warranty for a total 4 years for low tier mainframes	\$ 48.21	\$ 33.75	Each
	EXTWARR213	3 year extended warranty for a total 5 years for low tier mainframes	\$ 69.64	\$ 48.75	Each
	EXTWARR611	1 year extended warranty for mid tier mainframes	\$ 42.86	\$ 30.00	Each
	EXTWARR612	2 year extended warranty for mid tier mainframes	\$ 75.00	\$ 52.50	Each
	EXTWARR613	3 year extended warranty for mid tier mainframes	\$ 117.85	\$ 82.50	Each
	EXTWARR811	1 year extended warranty for P25 mainframes	\$ 92.85	\$ 65.00	Each
	EXTWARR812	2 year extended warranty for P25 mainframes	\$ 132.85	\$ 93.00	Each
	EXTWARR813	3 year extended warranty for P25 mainframes	\$ 185.71	\$ 130.00	Each
	EXTWARR912	1 year extended warranty for Landmobile HF mainframes	\$ 133.92	\$ 93.75	Each
	EXTWARR913	2 year extended warranty for Landmobile HF mainframes	\$ 171.42	\$ 120.00	Each
	EXTWARR914	3 year extended warranty for Landmobile HF mainframes	\$ 262.49	\$ 183.75	Each
	EXTWARRPT1	1 year extended warranty, a total 3 years for repeaters	\$ 192.85	\$ 135.00	Each
	EXTWARRPT2	2 year extended warranty, a total 4 years for repeaters	\$ 348.20	\$ 243.75	Each
	EXTWARRPT3	3 year extended warranty, a total 5 years for repeaters	\$ 503.55	\$ 352.50	Each

BID PRICING RESPONSE FORM

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

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	L3Harris	Equipment			Equipment listed in the catalog with equipment codes C, N, NB, S, and P.	26%
2.	L3Harris	Software			Software listed in the catalog with equipment code L.	26%
3.	L3Harris	Licenses			Licenses listed in the catalog with equipment code LD.	26%
4.	L3Harris	Services			<i>Please refer to table in Section II.</i>	
5.	L3Harris	Standard Vendor Equipment			Equipment listed in the catalog with equipment codes V, VC, and 77.	10%
6.	L3Harris	Non-Standard Vendor Equipment			Equipment listed in the catalog with other equipment codes not listed above.	0%
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
25.						
26.						
27.						
28.						
29.						
30.						

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

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

Page-1

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

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

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

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

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

Page-2

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

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

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

						Page-3 15.00%
77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	
78	Motorola	Field_Response_Reporting	357	Gridstone	Gridstone MSI Software Licenses	0.00%
79	Motorola	ASTRO_SYSTEMS_INFRA	358	IP Transport SW	IP TRANSPORT SW	10.00%
80	Motorola	ASTRO_MANAGED_SERVICES	359	MotoConsole Support Svcs	MotoConsole Support Svcs	0.00%
81	Motorola	HW_MAINTENANCE	362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	0.00%
82	Motorola	HW_MAINTENANCE	371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	0.00%
83	Motorola	A&E_OTHER_ACCY	372	TWO WAY TRADITIONAL (Elgin DC)	SPEAKER MICROPHONES	27.00%
84	Motorola	HW_MAINTENANCE	373	Astro System Advanced	Astro System Advanced	0.00%
85	Motorola	XTS_XTL_OTHER	374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTTE	0.00%
86	Motorola	ASTRO_SYSTEMS_INFRA	377	Site Controllers Legacy	MTC CONTROLLERS	0.00%
87	Motorola	ASTRO_SYSTEMS_INFRA	381	D - Infrastructure	WNG RNC SW	15.00%
88	Motorola	ASTRO_SYSTEMS_INFRA	382	NFM SW	NFM SW	10.00%
89	Motorola	HW_MAINTENANCE	386	Demand and Local Device Repair	Repair Bank	0.00%
90	Motorola	ASTRO_SI	387	Consoles SI	Consoles SI	0.00%
91	Motorola	HW_MAINTENANCE	390	Field Services	System Management	0.00%
92	Motorola	HW_MAINTENANCE	393	Field Services	Contract Administration	0.00%
93	Motorola	HW_MAINTENANCE	395	Devices Essential	ASTRO Device Comprehensive	0.00%
94	Motorola	ASTRO_SYSTEMS_INFRA	405	K Core	K Core	15.00%
95	Motorola	APX_PORTABLE	411	VX P949	VX P949	25.00%
96	Motorola	A&E_OTHER_ACCY	414	TWO WAY TRADITIONAL	VISAR ACCY	0.00%
97	Motorola	ASTRO_SYSTEMS_DROPSHIP	415	TEST EQUIPMENT	Test Equipment	10.00%
98	Motorola	ASTRO_SYSTEMS_DROPSHIP	417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	10.00%
99	Motorola	ASTRO_SYSTEMS_INFRA	424	Master Site Astro HW	MASTER SITE ASTRO HW	15.00%
100	Motorola	ASTRO_SYSTEMS_INFRA	425	L Core	L Core	15.00%
101	Motorola	APX_PORTABLE	426	APX4000_APX2000	APX4000 APX2000	27.00%
102	Motorola	ASTRO_SI	427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0.00%
103	Motorola	ASTRO_SUBS_SOFTWARE	430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	27.00%
104	Motorola	HW_MAINTENANCE	431	Devices Advanced	Astro Device Management Essential	0.00%
105	Motorola	ASTRO_SI	441	SI SITE DESIGN	SPECIAL SERVICE	0.00%
106	Motorola	ASTRO_SYSTEMS_CONSOLES	443	CONTROL CENTERS	MCC 7500	15.00%
107	Motorola	ASTRO_SYSTEMS_INFRA	448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0.00%
108	Motorola	A&E_BATTERIES	453	REPL BATTERIES	CGISS BATTERIES	27.00%
109	Motorola	HW_MAINTENANCE	454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	0.00%
110	Motorola	HW_MAINTENANCE	456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0.00%
111	Motorola	ASTRO_SYSTEMS_DROPSHIP	457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10.00%
112	Motorola	HW_MAINTENANCE	458	Devices Essential	ASTRO Device Repair	0.00%
113	Motorola	HW_MAINTENANCE	461	Devices Installation Services	Device Installation	0.00%
114	Motorola	APX_MOBILE	466	APX1500	APX1500	27.00%
115	Motorola	ASTRO_SYSTEMS_INFRA	469	NFM HW	NFM HW	15.00%
116	Motorola	APX_PORTABLE	470	SoldierMac	SOLDIER MAC	27.00%
117	Motorola	APX_MOBILE	471	APX4500_APX2500	APX4500 APX2500	27.00%
118	Motorola	ASTRO_SYSTEMS_INFRA	474	MTR3000	MTR2000 CONV INDIRECT	0.00%
119	Motorola	A&E_OTHER_ACCY	476	TWO WAY TRADITIONAL	SCHAUMBURG DC ACCESSORIES	20.00%
120	Motorola	APX_PORTABLE	481	APX 6000 Mackinaw	APX 6000 MACKINAW	27.00%

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

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

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

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

Page-5
5.00%

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

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

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

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

Vendor (AH)

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

Page-1

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

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

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

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division

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

Page-2

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

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division

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

Page-3

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

Vendor (AJ)

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

BID PRICING RESPONSE FORM

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

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

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG2 PORTABLE (RADIO ONLY)	40%
2.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG MOBILES (RADIO ONLY)	35%
3.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG SERIES ACCESSORIES	35%
4.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES PORTABLE (RADIO ONLY)	30%
5.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES ACCESSORIES	30%
6.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES FEATURE UPGRADES	50%
7.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	RAW/LEGACY/REPLACEMENT PARTS	10%
8.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	ALL OTHER ITEMS	25%
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
25.						
26.						
27.						
28.						
29.						
30.						

Vendor (AK)

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

BID PRICING RESPONSE FORM

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

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

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	JVCKendwood	Land Mobile Radios			Land Mobile Radios	30
2.	JVCKendwood	Land Mobile Radios			Radio Accessories	30
3.	JVCKendwood	Repeater & Accessories.			Repeater, Accessories & Systems	20
4.	EFJohnson	Repeater & Accessories.			Repeater, Accessories & Systems	20
5.	EFJohnson	Land Mobile Radios			Land Mobile Radios	20
6.	Zetron					10
7.	Telex					10
8.	Pyramid Comm.					10
9.	Talley Comm.					10
10.	Generic				VHF, UHF, 800 Antenna Kits	0
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
25.						
26.						
27.						
28.						
29.						
30.						

Certificate Of Completion

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

Record Tracking

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

Signer Events

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

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

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

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

In Person Signer Events

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events

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	11/13/2020 1:56:01 PM
Certified Delivered	Security Checked	11/13/2020 1:58:45 PM
Signing Complete	Security Checked	11/13/2020 2:01:56 PM
Completed	Security Checked	11/13/2020 2:01:56 PM

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.SPInfo@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)
06/18/2020

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. Attn Karen Napier 500 West Monroe Chicago IL 60661 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570082412913 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2641005169070	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-010	07/01/2020	07/01/2021	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 RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA764D005169080 All other States WC7641005169090 WI	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570082412913

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Services Agreement-Purchase Order.

CERTIFICATE HOLDER	CANCELLATION
The City of Santa Fe PO Box 909 Santa Fe NM 87504 USA	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 <i>Aon Risk Services Central, Inc.</i>





City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: MOTOROLA SOLUTIONS INC
DBA: MOTOROLA SOLUTIONS INC

Business Location: 7237 CHURCH RANCH BLVD 406
WESTMINSTER, CO 80021

CRS Number: 01760351000

Owner: MOTOROLA SOLUTIONS INC

License Number: 228332

License Type: Business License - Renewable

Issued Date: September 18, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: September 18, 2021

Fees Paid: \$10.00

MOTOROLA SOLUTIONS INC
7237 CHURCH RANCH BLVD 406
WESTMINSTER, CO 80021

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



City of Santa Fe, New Mexico

Memorandum



DATE: April 12, 2021

TO: Governing Body

VIA: Regina Wheeler, Public Works Department Director *RW*

FROM: Sam Burnett, Public Works Property Maintenance Manager *SB*

ITEM AND ACTION:

Request for the Approval of Amendment #2 to Service Contract 20-0027 extending the term of the agreement by one year, from June 30, 2021 to June 20, 2022, and increasing compensation in the amount of \$500,000 to a total amount of \$1,250,000 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

BACKGROUND AND SUMMARY:

This On-Call Contract is with B&D Industries and provides on-call HVAC, Mechanical, Plumbing and Electrical services. This on-call is a critical to the ability of the Facilities Division to prevent major damage to Midtown Santa Fe and other City facilities, to mitigate damage once it has occurred. These services will be used to supplement the capacity and or expertise of City staff as needed. Notice of the potential use of this contract has been provide to AFSCME.

Amendment #2 to On-Call Contract #20-0027 will increase compensation by \$500,000 from the existing \$750,000 to \$1,250,000 plus applicable NMGRT. This will allow for the continued maintenance and repairs at Midtown Santa Fe as well as throughout the other City Facilities services by the Public Works Facilities Division. This contract is managed by the Public Works Property Maintenance Manager. Purchase requisitions requested for work outside of Midtown will be reviewed and authorized by the Property Maintenance Manager based upon need.

B&D Industries has been chosen from the State Price Agreement to provide this service for a number of important reasons. First, B&D has provided these services at Midtown Santa Fe for the last two and a half years and has considerable knowledge of the campus. Second, B&D has done a thorough assessment of the HVAC, plumbing, electrical and mechanical systems and generated a detailed equipment database, which gives them extensive familiarity with the campus. Third, B&D has been assisting the Facilities Division Maintenance Section with work throughout many of the City's facilities giving them extensive knowledge of the City's equipment beyond Midtown. Finally, B&D's experience modifier is 0.77, which demonstrates the high quality and safety of their operations.

Examples of how this contract has been used include the following:

- \$39,839.69 – Emergency Shelter Commissioning of St Michael Hall, Kennedy Hall and Apartments A&B
- \$145,000.00 – Misc. On-Call Services to Support the Public Works Facilities Maintenance Section
- \$48,218.58 – Water Division San Mateo HVAC Rehabilitation
- \$28,122.96 – Temporary Heating for the Genoveva Chavez Pool

PROCUREMENT METHOD:

The procurement method is via State Price Agreement #90-000-18-00073.

CONTRACT NUMBER:

The FY20 Munis contract number is 3201686

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

**CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 20-0027**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars (\$500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$750,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$1,250,000.00

The total compensation under this Agreement shall not exceed \$1,250,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 7 below.

3. AGREEMENT IN FULL FORCE.

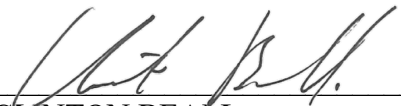
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER,
MAYOR



CLINTON BEALL
~~SENIOR VICE PRESIDENT B&D~~
INDUSTRIES

DATE: _____

DATE: 04.20.2021

CRS#01-716872-004
Registration #20-00110523

ATTEST:

KRISTINE BUSTOS MIHELICIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 14, 2021 10:52 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

City of Santa Fe Contract
HVAC, Mechanical, Plumbing and Electrical On-Call for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **B&D Industries, 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. "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.

D. "You" and "your" refers **B&D Industries, 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 work: miscellaneous HVAC, mechanical, plumbing and electrical services for City Facilities via State Price Agreement #90-000-18-00073. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **B&D Industries, Inc** to include the following, but is not necessarily inclusive to the following: miscellaneous general contractor services for City Facilities.

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$250,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$250,000.00

The total compensation under this Agreement shall not exceed **\$271,093.75 including applicable NMGR (8.4375%)**.

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 6/30/2021. 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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

- i. provide 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the 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.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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 Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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.


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 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:


ALAN WEBBER,
MAYOR

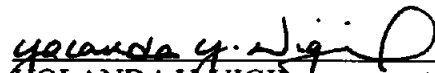
See Attached
CLINTON BEALL
SENIOR VICE PRESIDENT B&D
INDUSTRIES

DATE: 1/28/2020


DATE: _____

CRS#01-716872-004
Registration #19-00110523


ATTEST:


YOLANDA Y. VIGIL *comtg 12/11/19*
CITY CLERK

APPROVED AS TO FORM:

 *11/2/19*
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

 *mc*
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

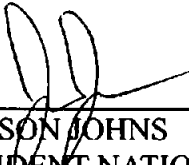
*on-call / citywide
See attached email*

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:

ALAN WEBBER
MAYOR



JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

DATE: _____

DATE: 12-19-19

CRS#01-851145-007
Registration #19-00123596

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: MISC

Item #20-0370

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 20-0027**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, mechanical plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars (\$500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$750,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$750,000.00

The total compensation under this Agreement shall not exceed \$750,000.00 plus applicable NMGR (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER,
MAYOR

CLINTON BEALL
SENIOR VICE PRESIDENT B&D
INDUSTRIES

DATE: 8/17/2020

DATE: 7/28/2020

CRS#01-716872-004
Registration #20-00110523

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK

gc
gc

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 6, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

AL
AL



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor B&D Industries, Inc

3 Complete information requested Plus GRT
 Inclusive of

Original Contract Amount: \$271,093.75

Termination Date: June 30, 2021

Approved by Council Date: January 28, 2020

or by City Manager Date: _____

Contract is for: On-Call HVAC, Mechanical, Plumbing and electrical services for City Facilities using SPA#90-000-18-00073

Amendment # 2 to the Original Contract# 20-0027

Increase/(Decrease) Amount \$ \$500,000.00

Extend Termination Date to: June 30, 2022

Approved by Council Pending

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of

Amount \$ 250,000.00 of original Contract# 20-0027 Termination Date: 6/30/2021

Reason: _____

Amount \$ 500,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: Increase compensation for next fiscal year.

Amount \$ 500,000.00 amendment # 2 Termination Date: 6/30/2021

Reason: Increase compensation and extend term for next fiscal year.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$1,250,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____
RFQ [] _____ Date: _____
Sole Source [] _____ Date: _____
Other State Price Agreement 90-000-18-00073

6 Procurement History: Second year of a (2) year contract
example: (First year of 4 year contract)

[Signature]
Fran Dunaway (Apr 28, 2021 08:29 MDT)

Purchasing Officer Review

Comments or Exceptions: issuance of contract -use NM SWPA \$1.2 million
Citywide various funding plus

7 Funding Source: Midtown Operations Repairs & Maintenance BU/Line Item: Misc Org/Obj 5256175.520100

[Signature]
Andy Hopkins (Apr 26, 2021 15:47 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: J Sam Burnett

Phone # 505-795-2491

10 Certificate of Insurance attached. (if original Contract) [checked]

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

Owner: B & D INDUSTRIES INC

License Number: 224955

Issued Date: December 29, 2020

Expiration Date: December 29, 2021

CRS Number: 01-716872-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2020

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) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A : Valley Forge Insurance Company 20508
	INSURER B : National Fire Insurance Company of Hartford 20478
	INSURER C : Continental Insurance Company of New Jersey 42625
	INSURER D : Builders Trust of New Mexico
	INSURER E :
	INSURER F :


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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6016149399	11/11/2020	11/11/2021	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
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2020	11/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6016149404	11/11/2020	11/11/2021	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6016149385	11/11/2020	11/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Worker's Compensatio		X	5672	1/1/2021	1/1/2022	Accid/Empl/Pol Limit 2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Santa Fe 500 Market Santa Fe, NM 87501	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 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International Insurance Services (SOW)		License # 0757776	NAMED INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: B&D Industries, Inc

Procurement Title: B&D Industries Inc – HVAC On-Call Amendment #2

State Price Agreement #90-000-18-00073

Department Requesting/Staff Member: Public Works Dept, Facilities Division. J Sam Burnett, Property Manager

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
<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 Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

J Sam Burnett, Public Works Property Manager

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFP Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFP submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

*

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

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

*

PROTEST (If applicable)*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Signature: J Samuel Burnett
J Samuel Burnett (Apr 26, 2021 14:55 MDT)

Email: jsburnett@santafenm.gov








GB PWD AMENDMENT 2 TO B D ON-CALL

Final Audit Report

2021-04-26

Created:	2021-04-26
By:	Lailah Herrera (lherrera@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAvVtrGrSbCxah1m98I7Xj4PGcsTc3JwWB

"GB PWD AMENDMENT 2 TO B D ON-CALL" History

-  Document created by Lailah Herrera (lherrera@ci.santa-fe.nm.us)
2021-04-26 - 7:54:39 PM GMT- IP address: 63.232.20.2
-  Document emailed to J Samuel Burnett (jsburnett@santafenm.gov) for signature
2021-04-26 - 8:03:40 PM GMT
-  Email viewed by J Samuel Burnett (jsburnett@santafenm.gov)
2021-04-26 - 8:54:26 PM GMT- IP address: 63.232.20.2
-  Document e-signed by J Samuel Burnett (jsburnett@santafenm.gov)
Signature Date: 2021-04-26 - 8:55:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov for signature
2021-04-26 - 8:55:36 PM GMT
-  Email viewed by ajhopkins@santafenm.gov
2021-04-26 - 9:05:26 PM GMT- IP address: 104.47.65.254
-  Document declined by ajhopkins@santafenm.gov
2021-04-26 - 9:06:37 PM GMT- IP address: 63.232.20.2