AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on Tuesday, October 14, 2025, at 9:00 AM in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico:

• **Invocation** /Moment of Silence

• **Pledge of Allegiance**

• **Roll Call of Commission Members Present and Determination of Quorum**

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

• **CHANGES TO THE AGENDA:** Scott Andrews, County Manager.

• **CONSENT AGENDA:** The Board will be asked to approve by one motion the following items of recurring or routine business:

1.	Accept a Grant Agreement in the amount of $200,000.00 from the New Mexico Department of Finance and Administration for Tortugas lighting, road safety, and speed reduction improvements in Tortugas, in Doña Ana County and associated Budget Revision and Budget Resolution.	Dan Sambrano, Roads Superintendent
2.	Approve Letter of Support: Wilderness Land Trust Purchase of Property in Northern Organ Mountains for Transfer to Bureau of Land Management.	Scott Andrews, County Manager
3.	Approve International travel for Economic Development Director Denisse Carter, who attended the North Capital Forum 2025 in Mexico City, MX.	Denisse Carter, Economic Development Administrator
4.	Approve the use of $216,010.85 of the Detention Center Budget from capital outlay equipment for the lease purchase of 60 Tasers, 10 devices and 150 Body Worn Cameras	Bryan Baker, Detention Center Director
5.	Utilize New Mexico State Pricing and County Contracts with Phil Long Ford ($2,990,687.00), Adventure Enterprises ($42,935.06), Axon Enterprise ($134,261.31), Code 3 Services ($302,198.17), MPH Industries ($86,806.30), Stop Stick ($5,157.00), and Enchanted Technology Solutions ($73,285.80) to Purchase and Fully Equip Ford Explorer Police Interceptor Hybrids as Law Enforcement Vehicles for a Total Cost (Including Labor) of $4,175,115.11.	Kim Stewart, Sheriff

6.	Approve budget revision and resolution for Community Center Grants (Anthony, Betty McKnight, Doña Ana, Placitas) in the amount of $14,056.60 from NM Aging & Long-term Services Department	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager
7.	Approve New Mexico State Contract with Phil Long Dealerships to purchase (9) Ford Vehicles in the amount of $731,794.15.	Gabriel Silva, Fleet Director
8.	Approve CES Contract with Medley Equipment to purchase (1) one forklift in the amount of $40,474.	Gabriel Silva, Fleet Director
9.	Accept Grant Agreements for $1,508,000 from the State of New Mexico Department of Transportation for Radium Springs Drainage Improvements, East Mesa Drainage Improvements and Salem Drainage Improvements by Resolution and with Associated Budget Revision and Resolution	John Gwynne, Flood Director
10.	Accept Grant Agreement for $1,000,000 from the State of New Mexico, Office of the State Engineer for the Brahman Diversion Channel with Associated Budget Revision and Resolution	John Gwynne, Flood Director
11.	Accept Grant Agreement for $6,000,000 from the Water Trust Board for Dragonfly Channel Phase 4 by Resolution and with Associated Budget Revision and Resolution	John Gwynne, Flood Director
12.	Award project to J29 Enterprise LLC in the amount of $5,156,863 and Approve Budget Revision & Resolution for the amount of $2,681,154, transferred from Hospital Lease Fund reserves for the Rincon & Salem Wastewater Treatment Plant Improvements Project.	Mireya Rascon Utilities Department Assistant Director
13.	Approve a resolution authorizing an application for Strategic Water Supply funds in the amount of $25 million for a desalination plant in the Santa Teresa Industrial Park, with matching funds of up to $10 million (40%) from the County pursuant to the GRT sharing agreement with Project Jupiter.	Mireya Rascon Utilities Department Assistant Director
14.	Approve resolution authorizing an application for Strategic Water Supply funds in the amount of $10 million for study and characterization of brackish water sources in and around the Mesilla Basin aquifer and the Mount Riley aquifer, with matching funds of up to $4 million (40%) from the County pursuant to the GRT sharing agreement with Project Jupiter.	Mireya Rascon Utilities Department Assistant Director
15.	Award a Sole Source contract to Wilson & Company, Inc. for Engineering and Construction Administration Services for the Industrial Drive Grade Separation project in the amount of $1,900,517.85.	Stephen Lopez, Assistant County Manager

16.	Use CES (Cooperative Educational Services) contract with Wilson & Company Inc. to provide engineering services for the Picacho Hills Secondary Access project in the amount of $198,854.31.	Stephen Lopez, Assistant County Manager
17.	Adopt Resolution approving Doña Ana County's participation in the Capital Outlay Program administered by the New Mexico Department of Transportation for two (2) 2025 Capital Appropriations in the amount of $760,000.00 and associated Budget Revision and Resolution.	Stephen Lopez, Assistant County Manager
18.	Approve the purchase and upfit of seven (7) vehicles from Don Chalmers Ford utilizing State Pricing Agreement 40-00000-24-00068 and NM CES Contract 2024-24-C113-ALL for Dona Ana Fire Rescue and authorize County Manager signature authority for all documents regarding purchase and delivery of the vehicles.	Andrew Bowen, Interim Fire Chief Cody Haver, Deputy Department Director
19.	Accept a grant from the New Mexico Department of Health, NM EMS Bureau in the amount of $183,249.00 for the purchase of Zoll equipment and associated Budget Revision and Resolution.	Andrew Bowen, Interim Fire Chief Yvonne Feijoo, Deputy Fire Chief
20.	Approve Resolution to consolidate three (3) fire response districts in Ordinance Chapter 31	Andrew Bowen, Interim Fire Chief
21.	Authorizing the use of $300,000 from the Healthcare Reserve Fund to New Mexico State University to support fire-based emergency medical services in Doña Ana County through the staffing of peak-hour ambulances, with associated budget revision and budget resolution.	Andrew Bowen, Interim Fire Chief

• **EMPLOYEE RECOGNITION:** The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Deborah Weir, Assistant County Manager.

Name	Department	Years of Service
Gerald Sanchez	Sheriff's	10
Jackson Simpson	Fire	10
John Gomez	Utilities	20
Raul Corral	Detention	20
Salvador Lopez	Roads	11 (Retirement)

EMPLOYEE SPECIAL RECOGNITION: The Human Resources Department will present the Employee of the Month and Special Recognition awards to honor outstanding Doña Ana County employees — Presented by: Meg Haines, Human Resources Director

Name	Department	Award
Sandra Bali	Human Resources	Employee of the Month
Andres Martinez	Information Technology	Special Recognition

• **PROCLAMATIONS**

22.	Proclaim September 15 through October 15 as Hispanic Heritage Month in Doña Ana County	Scott Andrews, County Manager

23.	Proclaim NM NAACP State Conference of Branches in Doña Ana County	Scott Andrews, County Manager

• **PUBLIC INPUT**

• **COMMISSION INPUT**

• **COUNTY ELECTED OFFICIALS' INPUT**

• **STAFF INPUT**

• **COMMISSION-APPOINTED BOARD REPORT BACK**

• **PRESENTATIONS**

24.	Mesilla Valley Economic Development Alliance FY25 Year-End-Presentation	Denisse Carter, Economic Development Administrator
25.	Discussion and action to cure Open Meetings Act violations alleged to have occurred at the Commission's September 19, 2025 [regular] meeting, relating to the Commission's motion to close the meeting and enter into executive session, as authorized by NMSA 1978, §10-15-3(B) (1997)	Cari Neill, Interim County Attorney

• **MINUTES**

26.	Regular Meeting Minutes for September 19, 2025 and BOCC Work Session October 7, 2025	Brandi Delgado, Administrative Assistant

• **APPROVALS**

27.	Annexation petition submitted by the City of Sunland Park for approximately 533.82-acres located along the NW municipal boundary of the City of Sunland Park and Pete Domenici Highway.	Christina Ainsworth, Community Development Director
28.	Approve a Resolution to Adopt the Policy for Naming and Renaming County Facilities and Properties	Robert Herrera, Facilities & Services, Director
29.	Award a sole source contract to Mesilla Valley Economic Development Alliance (MVEDA) for economic development services in an amount not to exceed $300,000	Denisse Carter, Economic Development Administrator

• **HEARINGS and ORDINANCES**

30.	Hearing on a transfer of ownership of a dispenser liquor license for Circle K Inc.	Amanda López Askin, County Clerk
31.	Hearing on a transfer of location only of dispenser liquor license for Pic Quik	Amanda López Askin, County Clerk

32.	Approve Red Chiles A, LLC, A Delaware Limited Liability Company, Red Chiles B, LLC, A Delaware Limited Liability Company, Red Chiles C, LLC, A Delaware Limited Liability Company, Red Chiles D, LLC, A Delaware Limited Liability Company (Collectively, And Together With Their Successors, Assigns And Affiliates, "Red Chiles")] And Yucca Growth Infrastructure, LLC, A Delaware Limited Liability Company (Together With Its Successors, Assigns And Affiliates, "Yucca Growth" And Together With Red Chiles, The "Companies") Economic Development Act (LEDA) Project Ordinance.	Denisse Carter, Economic Development Administrator
33.	Condemnation - 1130 W. Wicker	Christina Ainsworth, Community Development Director

• **COMMISSION INPUT (FOLLOW-UP)**

• **CORRESPONDENCE**

34.	Correspondence received by Doña Ana County.	Brandi Delgado, Administrative Assistant

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978).

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any on the closed session items.

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, **at least two business days** prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5878 (voice) or 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

AGENDA ENMENDADA

Lo siguiente se considerará en la Reunión Ordinaria de la Junta de Comisionados del Condado de Doña Ana que se llevará a cabo el martes 14 de octubre de 2025 a las 9:00 a. m. en la Sala de la Comisión del Condado de Doña Ana, 1.er piso, Centro de Gobierno del Condado de Doña Ana, 845 North Motel Boulevard, Las Cruces, Nuevo México:

• **Invocación** /Momento de Silencio

• **Juramento a la bandera**

• **Pase de lista de miembros de la Comisión presentes y determinación del quórum**

LA COMISIÓN SE REÚNE COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO EN SESIÓN ABIERTA

• **CAMBIOS EN LA AGENDA:** Scott Andrews, Administrador del Condado.

• **ORDEN DEL DÍA POR CONSENTIMIENTO:** Se solicitará a la Junta que apruebe mediante una moción los siguientes puntos de asuntos recurrentes o de rutina:

1.	Aceptar un acuerdo de subvención por un monto de 200,000.00 dólares del Departamento de Finanzas y Administración de Nuevo México para mejoras de iluminación, seguridad vial y reducción de velocidad en Tortugas, en el condado de Doña Ana y la revisión presupuestaria y resolución presupuestaria asociadas.	Dan Sambrano, Superintendente de Carreteras
2.	Aprobar carta de apoyo: Compra de propiedad por parte de Wilderness Land Trust en Northern Organ Mountains para su transferencia a la Oficina de Administración de Tierras (Bureau of Land Management).	Scott Andrews, Administrador del condado
3.	Aprobar viaje internacional de la Directora de Desarrollo Económico, Denisse Carter, que assistio al Foro Capital Norte 2025 en la Ciudad de México, MX.	Denisse Carter, Directora de Desarrollo Económico
4.	Aprobar el uso de 216,010.85 dólares del Presupuesto del Centro de Detención proveniente de inversiones de capital de equipo para la compra-alquiler de 60 Tasers, 10 dispositivos y 150 cámaras corporales.	Bryan Baker, Director del Centro de Detención

5.	Utilizar los precios del Estado de Nuevo México y los contratos del Condado con Phil Long Ford ($2,990,687.00), Adventure Enterprises ($42,935.06), Axon Enterprise ($134,261.31), Code 3 Services ($302,198.17), MPH Industries ($86,806.30), Stop Stick ($5,157.00) y Enchanted Technology Solutions ($73,285.80) para comprar y equipar completamente los Ford Explorer Police Interceptor Hybrid como vehículos policiales, por un costo total (incluida la mano de obra) de 4,175,115.11 dólares.	Kim Stewart, Alguacil
6.	Aprobar la revisión y resolución del presupuesto para las subvenciones del Centro Comunitario (Anthony, Betty McKnight, Doña Ana, Placitas) por un monto de 14,056.60 dólares del Departamento de Envejecimiento y Servicios a Largo Plazo de Nuevo Mexico (NM Aging & Long-term Services Department)	Roberto Herrera, Instalaciones y Servicios, Director Justin Weaver, Gerente de proyecto
7.	Aprobar el contrato del estado de Nuevo México con Phil Long Dealerships para comprar (9) vehículos Ford por un monto de 731,794.15 dólares.	Gabriel Silva, Director de flota
8.	Aprobar el contrato CES con Medley Equipment para comprar (1) un montacargas por un monto de 40,474 dólares.	Gabriel Silva, Director de flota
9.	Aceptar acuerdos de subvención por 1,508,000 dólares del Departamento de Transporte del Estado de Nuevo México para mejoras de drenaje de Radium Springs, mejoras de drenaje de East Mesa y mejoras de drenaje de Salem mediante resolución y con revisión presupuestaria y resolución asociadas	Juan Gwynne, Director de Inundaciones
10.	Aceptar el acuerdo de subvención por 1,000,000 de dólares del Estado de Nuevo México, Oficina del Ingeniero Estatal para el Canal de Desvío Brahman con la Revisión y Resolución del Presupuesto Asociado	Juan Gwynne, Director de Inundaciones
11.	Aceptar el acuerdo de subvención por 6,000,000 de dólares de la Junta de Water Trust para la Fase 4 del Canal Dragonfly mediante resolución y con la revisión presupuestaria y resolución asociadas	Juan Gwynne, Director de Inundaciones
12.	Adjudicar un proyecto a J29 Enterprise LLC por un monto de 5,156,863 dólares y aprobar la revisión y resolución del presupuesto por un monto de 2,681,154 dólares, transferido de las reservas del Fondo de Arrendamiento del Hospital para el Proyecto de Mejoras de la Planta de Tratamiento de Aguas Residuales de Rincon & Salem.	Mireya Rascón, Subdirectora del Departamento de Servicios Públicos
13.	Aprobar una resolución que autoriza una solicitud de fondos para el Suministro Estratégico de Agua por un monto de 25 millones de dólares para una planta de desalinización en el Parque Industrial de Santa Teresa, con fondos de contrapartida de hasta 10 millones de dólares (40%) del Condado de conformidad con el acuerdo de distribución de GRT con el Proyecto Júpiter.	Mireya Rascón, Subdirectora del Departamento de Servicios Públicos

14.	Aprobar la resolución que autoriza una solicitud de fondos para el suministro estratégico de agua por un monto de 10 millones de dólares para el estudio y caracterización de fuentes de agua salobre (salada) en el acuífero de la cuenca de Mesilla y el acuífero de Mount Riley y sus alrededores, con fondos de contrapartida de hasta 4 millones de dólares (40%) del condado de conformidad con el acuerdo de distribución de GRT con el Proyecto Júpiter.	Mireya Rascón, Subdirectora del Departamento de Servicios Públicos
15.	Otorgar un contrato de fuente única a Wilson & Company, Inc. para servicios de administración de ingeniería y construcción para el proyecto de separación de niveles de Industrial Drive por un monto de 1,900,517.85 dólares.	Stephen Lopez, Asistente del administrador del condado
16.	Utilizar el contrato CES (Servicios Educativos Cooperativos) con Wilson & Company Inc. para proporcionar servicios de ingeniería para el proyecto de acceso secundario de Picacho Hills por un monto de 198,854.31 dólares.	Spephen Lopez, Asistente del administrador del condado
17.	Adoptar la Resolución que aprueba la participación del Condado de Doña Ana en el Programa de Gastos de Capital administrado por el Departamento de Transporte de Nuevo México para dos (2) Asignaciones de Capital para 2025 por un monto de 760,000.00 dólares y la Revisión y Resolución Presupuestaria asociada.	Stephen Lopez, Asistente del administrador del condado
18.	Aprobar la compra y equipamiento de siete (7) vehículos de Don Chalmers Ford utilizando el Acuerdo de precios estatales 40-00000-24-00068 y el Contrato NM CES 2024-24-C113-ALL para Dona Ana Fire Rescue y autorizar la autoridad de firma del Administrador del Condado para todos los documentos relacionados con la compra y entrega de los vehículos.	Andrew Bowen, Jefe Interino de Bomberos Cody Haver, Subdirectora del Departamento
19.	Aceptar una subvención del Departamento de Salud de Nuevo México, Oficina de Servicios Médicos de Emergencia de Nuevo México por un monto de 183,249.00 dólares para la compra de equipos Zoll y la Revisión y Resolución de Presupuesto asociada.	Andrew Bowen, Jefe Interino de Bomberos Yvonne Feijoo, Subjefa de Bomberos
20.	Aprobar una Resolución para consolidar tres (3) distritos de respuesta a incendios en la Ordenanza Capítulo 31	Andrew Bowen, Jefe Interino de Bomberos
21.	Autorizar el uso de 300,000 dólares del Fondo de Reserva de Atención Médica a la Universidad Estatal de Nuevo México para apoyar los servicios médicos de emergencia basados en bomberos en el condado de Doña Ana a través de la dotación a ambulancias en horas pico, con la revisión presupuestaria asociada y la resolución presupuestaria.	Andrés Bowen, Jefe Interino de Bomberos

• **RECONOCIMIENTO A LOS EMPLEADOS:** La Comisión reconocerá a los empleados del condado de Doña Ana por sus años de servicio al condado de Doña Ana. Leído por Deborah Weir, Administradora Adjunta del condado.

Nombre	Departamento	Años de servicio
Gerald Sanchez	Alguacil	10
Jackson Simpson	Bomberos	10
John Gomez	Servicios Públicos	20
Raul Corral	Detención	20
Salvador Lopez	Carreteras	11 (Jubilación)

• **RECONOCIMIENTO ESPECIAL A EMPLEADO:** El Departamento de Recursos Humanos entregará los premios al Empleado del Mes y al Reconocimiento Especial para honrar a los empleados destacados del Condado de Doña Ana. Presentado por: Meg Haines, Directora de Recursos Humanos.

Nombre	Departamento	Premio
Sandra Bali	Recursos Humanos	Empleado del Mes
Andrés Martínez	Tecnología de la Información	Reconocimiento Especial

• **PROCLAMACIONES**

22.	Proclamar del 15 de septiembre al 15 de octubre como el Mes de la Herencia Hispana en el Condado de Doña Ana	Scott Andrews, Administrador del condado
23.	Proclamar la Conferencia Estatal de Ramas (State Conference of Branches) de la NAACP de NM en el Condado de Doña Ana	Scott Andrews, Administrador del condado

• **OPINIÓN PÚBLICA**

• **APORTES DE LA COMISIÓN**

• **APORTES DE LOS FUNCIONARIOS ELEGIDOS DEL CONDADO**

• **APORTES DEL PERSONAL**

• **INFORME DE LA JUNTA DESIGNADA POR LA COMISIÓN**

• **PRESENTACIONES**

24.	Presentación de fin de año fiscal 25 de la Alianza para el Desarrollo Económico del Valle de Mesilla (Mesilla Valley Economic Development Alliance)	Denisse Carter, Administradora de Desarrollo Económico

25.	Discusión y acción para subsanar las presuntas violaciones a la Ley de Reuniones Públicas (Open Meetings Act) que se alegan ocurrieron durante la reunión [ordinaria] de la Comisión del 19 de septiembre de 2025, relacionadas con la moción de la Comisión para cerrar la reunión y entrar en sesión ejecutiva, conforme a la autorización de la NMSA 1978, §10-15-3(B) (1997)	Cari Neill, Abogada Interina del Condado

• **MINUTAS**

26.	Acta de la Reunión Ordinaria del 19 de septiembre de 2025 y Sesión de Trabajo del BOCC del 7 de octubre de 2025	Brandi Delgado, Asistente Administrativa

• **APROBACIONES**

27.	Petición de anexión presentada por la ciudad de Sunland Park para aproximadamente 533,82 acres ubicados a lo largo del límite municipal noroeste de la ciudad de Sunland Park y Pete Domenici Highway.	Christina Ainsworth, Directora de Desarrollo Comunitario
28.	Aprobar una resolución para adoptar la política de denominación y cambio de nombre de las instalaciones y propiedades del condado	Roberto Herrera, Instalaciones y Servicios, Director
29.	Otorgar un contrato de fuente única a Mesilla Valley Economic Development Alliance (MVEDA) para servicios de desarrollo económico por un monto que no exceda los 300,000 dólares	Denisse Carter, Administradora de Desarrollo Económico

• **AUDIENCIAS Y ORDENANZAS**

30.	Audiencia sobre transferencia de propiedad de una licencia de dispensador de licor para Circle K Inc.	Amanda López Askin, Secretaria del Condado
31.	Audiencia sobre la transferencia de la ubicación únicamente, de la licencia de expendedor de licores para Pic Quik	Amanda López Askin, Secretaria del Condado
32.	Aprobar Red Chiles A, LLC, una sociedad de responsabilidad limitada de Delaware, Red Chiles B, LLC, una sociedad de responsabilidad limitada de Delaware, Red Chiles C, LLC, una sociedad de responsabilidad limitada de Delaware, Red Chiles D, LLC, una sociedad de responsabilidad limitada de Delaware (en conjunto, y junto con sus sucesores, cesionarios y afiliados, " Red Chiles ")] y Yucca Growth Infrastructure, LLC, una sociedad de responsabilidad limitada de Delaware (junto con sus sucesores, cesionarios y afiliados, " Yucca Growth " y junto con Red Chiles, las "Empresas"). Ordenanza del Proyecto de Ley de Desarrollo Económico (LEDA).	Denisse Carter, Administradora de Desarrollo Económico
33.	Condena - 1130 W. Wicker	Christina Ainsworth, Directora de Desarrollo Comunitario

• **APORTES DE LA COMISIÓN (SEGUIMIENTO)**

• **CORRESPONDENCIA**

34. Correspondencia recibida por el Condado de Doña Ana. Brandi Delgado, Asistente Administrativa

LA COMISIÓN PUEDE REUNIRSE EN SESIÓN CERRADA. La Junta puede reunirse en sesión cerrada sobre un asunto de personal limitado, la compra, adquisición o disposición de bienes inmuebles y derechos de agua, para discutir información que esté cubierta por el privilegio abogado-cliente en relación con litigios amenazados o pendientes, según lo autorizado por la Ley de Reuniones Abiertas, Sección 10-15-1(H)(2), (7) y (8) (NMSA 1978).

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN ABIERTA para tomar decisiones, si las hubiere, sobre los temas de la sesión cerrada.

LA COMISIÓN CIERRA SU SESIÓN MIENTRAS LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO CELEBRAN SESIÓN ABIERTA

ESTA AGENDA ESTÁ SUJETA A CAMBIOS

NOTA: El Condado de Doña Ana garantizará una comunicación eficaz con las personas con discapacidad y, previa solicitud, proporcionará ayudas y servicios de comunicación auxiliares para brindarles igualdad de oportunidades de participación en las reuniones, eventos o actividades patrocinadas por el Condado de Doña Ana. Cualquier solicitud debe dirigirse al Coordinador de la Ley de Estadounidenses con Discapacidades (ADA), por escrito o por teléfono, **al menos dos días hábiles** antes del evento en el que se necesite la adaptación. Si tiene alguna pregunta sobre ejemplos de adaptaciones razonables, comuníquese con el Coordinador de la ADA al (575) 525-5878 (voz) o al (575) 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Los servicios de interpretación en español ahora están disponibles a pedido para participar en reuniones, eventos o actividades patrocinadas por el condado de Doña Ana. Comuníquese con la Oficina de Servicios Comunitarios y Constituyentes al (575) 525-6163, al menos 48 horas antes del evento. **Por favor, contactar a la Oficina de Servicio a la Comunidad y Constituyentes al (575) 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Engineering and Roads Department	October 14, 2025
Initiating Department	**Meeting Date**
Dan Sambrano, Roads Superintendent	1
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT A GRANT AGREEMENT IN THE AMOUNT OF $200,000.00 FROM THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR TORTUGAS LIGHTING, ROAD SAFETY, AND SPEED REDUCTION IMPROVEMENTS IN TORTUGAS, IN DOÑA ANA COUNTY AND ASSOCIATED BUDGET REVISION AND BUDGET RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The State of New Mexico Department of Finance and Administration has submitted a grant agreement for a project to Doña Ana County. Engineering-Road staff is requesting the Board of County Commission delegate signature authority to the County Manager for all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Budget Revision and Budget Resolution

SUMMARY OF FINANCIAL IMPACT

Grant revenue and expenditures will increase by $200,000. No matching funds required. Projects will be paid upfront, and all direct costs will be reimbursed to Doña Ana County by the State of New Mexico Department of Finance and Administration.

ADMINISTRATIVE REVIEW AND APPROVAL

Cindy Beakley, Administrative Assistant	Created/Initiated - 9/19/2025
Dan Sambrano, Roads Superintendent	Approved - 9/19/2025
Asma Dawood, Finance Director	Approved - 9/19/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/26/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 10/17/2025

Doña Ana County

Engineering-Road Department

Executive Summary

Meeting Date: September 23, 2025

Agenda Item Title: 2025 State of New Mexico Department of Finance and Administration Capital Appropriation Project

Overview:

During the Laws of 2025, the Legislature made an appropriation to Doña Ana County for one (1) capital improvement project. The following project totaling $200,000.00 is now made available from the State of New Mexico Department of Finance and Administration:

1) **Tortugas lighting and road safety improvements 25-J2975- $200,000.00-** to plan, design, construct and equip lighting, road safety and speed reduction improvements in Tortugas in Doña Ana County.

Action Requested: Doña Ana County Engineering-Road staff is requesting acceptance and approval of Resolution, Grant Agreement and to delegate signature authority to the County Manager for all associated documents. Staff is prepared to begin work on the projects as soon as the grant agreements are fully executed.

Budget Amendment: FY2026 - Annual Budget
Detail on 10/14/2025 : BUDAMD00000668

Details and Process

For Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000668
Overall Process Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000668
Overall Status In Progress
Due Date 09/06/2025

Details

Budget Amendment Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000668

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Amendment ID BUDAMD00000668
Amendment Date 10/14/2025
Description 2025 Capital Appropriation - J2975 Tortugas Improvements
Amendment Type Budget Revision/Resolution
Balanced Amendment Yes
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-051 Road Department	GR000652 25-J2975 Tortugas Improvements	SC-047 Capital Outlay - Road Projects		Project: P-0000426 Tortugas lighting and road safety improvements	$200,000.00	$0.00	Tortugas lighting and road safety improvements	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-051 Road Department	GR000652 25-J2975 Tortugas Improvements		RC-175 Road Projects	Project: P-0000426 Tortugas lighting and road safety improvements	$0.00	$200,000.00	Tortugas lighting and road safety improvements	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/05/2025 03:39:18 PM	09/06/2025	Cindy Beakley	1	

Budget Amendment: FY2026 - Annual Budget
Detail on 10/14/2025 : BUDAMD00000668

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/05/2025 03:51:26 PM		Daniel Sambrano (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/26/2025 09:33:32 AM	09/06/2025	Lucio Luttrell (Budget Manager)	1	Lucio Luttrell: Updated date to BOCC meeting date

Remaining Process

Click on the button below to review remaining process details.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 14th Day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	October 14, 2025
Initiating Department	**Meeting Date**
Scott Andrews, County Manager	2
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE LETTER OF SUPPORT: WILDERNESS LAND TRUST PURCHASE OF PROPERTY IN NORTHERN ORGAN MOUNTAINS FOR TRANSFER TO BUREAU OF LAND MANAGEMENT.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 10/8/2025
Scott Andrews, County Manager	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

October 14, 2025

Aimee Rutledge
Vice President and Senior Lands Specialist
The Wilderness Land Trust
PO Box 881
Helena, MT 59624
VIA EMAIL: aimee@wildernesslandtrust.org

RE: Sale of Land to BLM

Dear Ms. Rutledge:

Doña Ana County provides this letter in accordance with the Secretary of the Interior's Order No. 3442, signed September 4, 2025. Order No. 3442 states, "[a] written expression of support by both the affected Governor… and local county or county government-equivalent (e.g., parish, borough) is required for the acquisition of land, water, or an interest in land or water under the Federal LWCF program." The Doña Ana County Board of County Commissioners supports the acquisition by the United States Bureau of Land Management (BLM) of the "Vetlaw" property, 100-acres both inside and adjacent to the Organ Mountains-Desert Peaks National Monument and the Organ Mountains Wilderness, parcel numbers 4018128070210, 4018127075350, 4018127072528, and 4018127075520.

Doña Ana County understands that the Vetlaw property has been owned by The Wilderness Land Trust since 2021 and that the owner is willingly selling the land to the BLM. Doña Ana County believes that the acquisition of the Vetlaw property by the BLM will improve public access and expand recreational opportunities in the Organ Mountain Wilderness Area. The land acquisition will also open opportunity for the BLM to protect resources and contribute to vegetation management objectives for fire and wildlife habitat.

The Organ Mountains currently contain three recreation sites (Aguirre Spring Campground, Dripping Springs Natural Area which includes the La Cueva Picnic Area, and the Soledad Day-Use Area) which are enormously popular with domestic and international visitors and annual "snowbird" retirees. This area also contains three National Recreation Trails (Dripping Springs National Recreation Trail, Baylor Pass National Recreation Trail, and Sierra Vista National Recreation Trail). Vetlaw is near these recreation sites and trails and BLM acquisition of the properties will help ensure public access to the recreation sites.

Given its current understanding of the parcels being sold and the importance of the BLM acquisition of the properties, Doña Ana County does provide its support for this acquisition.

Sincerely,

Scott Andrews
Doña Ana County Manager

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Economic Development Office	October 14, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	3
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE INTERNATIONAL TRAVEL FOR ECONOMIC DEVELOPMENT DIRECTOR DENISSE CARTER, WHO ATTENDED THE NORTH CAPITAL FORUM 2025 IN MEXICO CITY, MX.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Agenda

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 10/1/2025
Amanda Gomez, Department Manager	Approved - 10/6/2025
Asma Dawood, Finance Director	Approved - 10/6/2025
Deborah Weir, Assistant County Manager	Approved - 10/7/2025
Scott Andrews, County Manager	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: 10/14/2025

Agenda Item Title: Approve International travel for Economic Development Director Denisse Carter, who attended the North Capital Forum 2025 in Mexico City, MX.

Type of Action: Approve Travel Expenses

Fiscal Impact: General Fund F-001/SC-281 Travel

Strategic Plan Alignment: This travel aligns with Doña Ana County's strategic plan by supporting goals to strengthen regional and international partnerships, foster economic development, and attract new investment opportunities. Participation in the North Capital Forum provides a platform to advance the County's priorities for economic growth and collaboration.

Overview:

Economic Development Director, Denisse Carter, participated in international travel to attend the North Capital Forum 2025, held October 5–7, 2025, in Mexico City, Mexico. The North Capital Forum is a premier international conference focused on economic development, cross-border trade, and regional collaboration among North American partners.

Participation in this event provided Doña Ana County with valuable opportunities to engage with government leaders, business executives, and policy experts on strategies to strengthen economic growth, attract investment, and expand partnerships that benefit the region. Attendance at the forum directly supported the County's strategic goals of fostering economic development and enhancing regional competitiveness.

Approval of this item will authorize reimbursement of travel expenses associated with the trip and affirm the County's ongoing commitment to advancing its economic development initiatives and regional collaboration efforts.

What Will BOCC Action Mean:

- **Vote "YES" =** *This will approve reimbursement of travel expenses for the Economic Development Director, Denisse Carter, related to participation in the North Capital Forum 2025.*
- **Vote "NO" =** This will reject the resolution and _____
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

Event Agenda

North Capital Forum 2025

Sunday, October 05, 2025

1:30 PM - 3:45 PM

BY INVITATION ONLY - Partners' Private Lunch

Location: Laboratorio JE - JE Lab

Times Like These: "The North American Way" in Action

2:00 PM - 2:45 PM
Location: Laboratorio Jardín Escénico - JE Lab
Speakers: Antonio Del Valle, José Boisjoli, Megan Messerly

Take Me Home, Country Roads: from Geopolitics to Regionalization

3:00 PM - 3:45 PM
Location: Laboratorio Jardín Escénico - JE Lab
Speakers: Kenneth Frankel, Rob Wildeboer, Whitney Baird, Juan Pardinas

3:00 PM - 7:00 PM

Registration

Location: Jardín Escénico Chapultepec - Scenic Garden

4:00 PM - 4:05 PM

Welcome Address

Location: Pabellón Jardín Escénico Chapultepec - SG Pavilion
Speaker: Enrique Perret

4:00 PM - 5:45 PM

Unstoppable: Cross-border Entrepreneurial Leadership in the Age of AI - Workshop

Location: Laboratorio Jardín Escénico - JE Lab
Speakers: Andres Friedman, Diego Solorzano, Felipe Manterola, Francisco Meré, Jaime Tabachnik, Karyl Fowler, Pamela Villarreal, Rodrigo Sarmiento ; Facilitator: Rubén Mancha

4:10 PM - 4:55 PM

Chameleon: Transforming Industries, Empowering Communities

Location: Pabellón Jardín Escénico Chapultepec - SG Pavilion
Speakers: Mónica Aspe, Nick Pickles, Nicole Valentine, Ninfa Salinas ; Moderator: Karlo Teran

5:00 PM - 5:25 PM

Good Times: Conversation with Roberto Velasco, Chief Officer for North America, Secretary of Foreign Affairs, Mexico

Location: Pabellón Jardín Escénico Chapultepec - SG Pavilion
Speaker: Roberto Velasco ; Moderator: Enrique Perret

5:30 PM - 6:00 PM

I Want It That Way: Public Opinion and the Real Impact in the Economy

Location: Pabellón Jardín Escénico Chapultepec - SG Pavilion
Speaker: Dan Foy ; Moderator: Emilio Cadena

6:10 PM - 7:00 PM

Feeling Good: USMCA Ambassadors take the Stage

Location: Pabellón Jardín Escénico Chapultepec - SG Pavilion
Speakers: Cameron MacKay, Esteban Moctezuma, Ronald D. Johnson ; Moderator: Alma Caballero

7:30 PM - 10:00 PM

NCF25 Dinners

Dinner AmCham Mexico

7:30 PM - 10:00 PM

Dinner EmbaMex USA

7:30 PM - 10:00 PM

Dinner Harmon Hall, Coppel & BIVA

7:30 PM - 10:00 PM

Dinner McKinsey

7:30 PM - 10:00 PM
Speaker: Marina Cigarini

Dinner Milenio, Schneider Electric, Driscoll's & Dalton Corporation

7:30 PM - 10:00 PM
Speaker: Jesus Carmona

Dinner Small Business Roundtable

7:30 PM - 10:00 PM

Cocktail North Capital Forum

7:30 PM - 10:00 PM

Monday, October 06, 2025

7:00 AM - 7:00 PM

Registration
Location: Hyatt Mexico City - Polanco

8:30 AM - 9:15 AM

Go Big or Go Home: Capital and Innovation
Location: Main Stage
Speaker: Nigel Morris ; Moderator: José Antonio Meade

8:30 AM - 9:15 AM

Rain on Me: Food Security in North America
Location: Room: North America
Speakers: Hector Lujan, John Bode, Jorge Esteve, Kerri Conway ; Moderator: Ana Paula Ordorica

8:30 AM - 9:15 AM

Mi Ciudad: Mexico City Govlab
Location: GovLab
Speakers: Alejandra Frausto, Carlos Martínez, Manola Zabalza, Pati Jinich ; Moderator: María Ariza

9:30 AM - 10:15 AM

Signed, Sealed, Delivered: Regional Policy in Motion - North American Legislators
Location: Main Stage
Speakers: Sen. Alejandro Murat, Sen. Peter Boehm, Rep. Tony Gonzales ; Moderator: Carlos Diaz-Rosillo

9:30 AM - 10:15 AM

Rumor Has It: What North Americans Are Thinking—And Why It Matters
Location: Room: Mexico
Speaker: Kristen Soltis Anderson ; Moderator: Pedro Casas Alatriste

9:30 AM - 10:15 AM

The Future Starts Now: Relocation and Regional Growth
Location: Room: North America
Speakers: Andrés Mijes, Carlos Jacobo Rodriguez, Francisco Cervantes, Max El-Mann Arazi ; Moderator: Emilio Cadena

9:30 AM - 10:15 AM

Hot Water: Aguascalientes GovLab
Location: GovLab
Speakers: Gov. María Teresa Jiménez Esquivel, Caio Zapata, Esaú Garza, Julio del Peón, Paulina Campos, Rogelio Arzate ; Moderator: Alberto Villarreal

10:30 AM - 11:15 AM

Breakout Session 1
Location: Hyatt Mexico City - Polanco

> **Three Little Birds: The Next Chapter of USMCA**
> 10:30 AM - 11:15 AM
> Location: Room: Mexico
> Speakers: Alice Slayton Clark, Emilio Cadena, Kevin Brady, Gov. Matt Blunt, Michael McAdoo, Joshua Meltzer
>
> **Going Up: Why Mexican Companies Are Doubling Down on the U.S. and Canada**
> 10:30 AM - 11:15 AM
> Location: Room: Monarca
> Speakers: Ana Maria Aguilar, Fernando Ramos Amtmann, Ivan Rivas Rodriguez, Pablo Zapata, Susana Sáenz
>
> **Workin' on a Dream: Migration Policies in North America**
> 10:30 AM - 11:15 AM
> Location: Room: Canada
> Speakers: Andrew Selee, Dany Bahar, Marcela Escobari, Sean Randolph, Carolina Millan
>
> **Hit the Road Jack: the China Factor**
> 10:30 AM - 11:15 AM
> Location: Room: USA
> Speakers: Glenn Hamer, Jorge González Henrichsen, Julian Ventura, Valeria Moy, Jason Marczak

10:30 AM - 11:15 AM

Switch: Professional & Student Exchanges for Economic Development
Location: Room: North America
Speakers: América Ávalos, Hazel Blackmore, Pato Bichara ; Moderator: Barrett Haga

11:25 AM - 12:10 PM

Breakout Session 2

Location: Hyatt Mexico City - Polanco

Here Comes the Sun: Investment for the Future

11:25 AM - 12:10 PM
Location: Room: Mexico
Speakers: David Livingston, Francisca Martinez, Jordi Tasias, Marco Antonio Rodriguez, Ricardo Fernandez - Mazarambroz, Diana Paez

The Future Looks Good: Talent, Skills, and Transformation

11:25 AM - 12:10 PM
Location: Room: Monarca
Speakers: Alfredo Muñoz, Clint O'Neal, Diana Palmerin-Velasco, León Ruiz, Alejandro Madrazo

Mr. Electric Blue: Wired for Growth

11:25 AM - 12:10 PM
Location: Room: Canada
Speakers: Courtney Rosellini, Jaime Zabludovsky, Jesus Carmona, Spencer Pederson, Montserrat Ramiro

Better Together: Complementarity Mindset for the Supply Chain Resiliency

11:25 AM - 12:10 PM
Location: Room: USA
Speakers: Jasper Jung, Javier Valadez, Matt Stanton, Regis Gagnon, Christopher Hernandez-Roy

11:25 AM - 12:10 PM

Overprotected: Cybersecurity Without Borders

Location: Room: North America
Speakers: Chad Wolf, Colin MacSween, Erik Eduardo Moreno Sanchez, Luis Donaldo Colosio Riojas ; Moderator: Noe Garcia

11:25 AM - 12:10 PM

Can't Stop This Thing We Started: Canada GovLab

Location: GovLab
Speakers: Carla Bustillos, Dex Battista, Guy Boileau, Kristy Duncan, Marta Blackwell, Pierre Pyun, Rodrigo Contreras Lara, Shauna Hemingway ; Moderator: Keith Halliday

12:25 PM - 1:10 PM

Level Up: Governors' Perspectives on North American Integration

Location: Main Stage
Speakers: Gov. Manolo Jimenez, Gov. Maria Eugenia Campos, Gov. María Teresa Jiménez Esquivel, Gov. Marina del Pilar Avila ; Moderator: Alejandro Dominguez

1:15 PM - 1:35 PM

It's a Pretty Good Crowd for a Monday: Conversation with Undersecretary of Foreign Trade of Mexico, Luis Rosendo Gutiérrez

Location: Main Stage
Speaker: Luis Rosendo Gutiérrez ; Moderator: Enrique Perret

1:40 PM - 2:25 PM

I've Got the Power: Driving Energy Integration

Location: Main Stage
Speakers: Sec. Luz Elena González Escobar, Carla Medina, Katya Somohano, Tania Ortiz Mena, Tina Faraca

1:40 PM - 2:25 PM

Light up the Sky: Space, Research, and Regional Collaboration with Dava Newman

Location: Room: Mexico
Speaker: Dava Newman ; Moderator: Paulina Campos

2:45 PM - 3:30 PM

Breakout Session 3

Location: Hyatt Mexico City - Polanco

Mastermind: Data for Decision-Making

2:45 PM - 3:30 PM
Location: Room: Mexico
Speakers: Lala Elizondo, Martin Cabrera, Miriam Acuña, Paloma Merodio, Rogelio Arzate, Gabriel Cohen

All I Do Is Win: Sports as North America's Economic Engine

2:45 PM - 3:30 PM
Location: Room: Monarca
Speakers: Gabriela Cuevas, Jurgen Mainka, Phil Clement, Reggie Love, Travis Murphy, T.K. Harvey

We Take Care of Our Own: National and Economic Security in North America

2:45 PM - 3:30 PM
Location: Room: Canada
Speakers: Carlos Gutiérrez, Geronimo Gutierrez, Amb. Graeme C. Clark, Amb. John Negroponte, Stephanie Ochoa

Connection: Navigating the Future of Regional Logistics and Technology

2:45 PM - 3:30 PM
Location: Room: USA
Speakers: Armando Martinez, Fidel Gutierrez, Mario Ramos, Rodolfo Mercado, Pam Simon

2:45 PM - 3:30 PM

Adventure of a Lifetime: Tourism for a More Connected North America

Location: Room: North America
Speakers: Angel Terral, Dionisio Pérez-Jácome, Luis Durán, Sarah Hudgins ; Moderator: Ruben Olmos

2:45 PM - 3:30 PM

Nadie Como Tu: Baja California GovLab
Location: GovLab
Speakers: Abraham Zamora, Anuar Barake, Carla Medina, Kurt Honold ; Moderator: Rafael Fernandez de Castro

3:50 PM - 4:35 PM

Breakout Session 4
Location: Hyatt Mexico City - Polanco

Hall of Fame: North America Champions
3:50 PM - 4:35 PM
Location: Room: Mexico
Speakers: Juan Carlos Rodriguez Villava, Miguel Curiel, Oscar Del Cueto, Rossana Fuentes-Berain, Regina Reyes Heroles

My Shot: Digital is the New Cash
3:50 PM - 4:35 PM
Location: Room: Monarca
Speakers: Claudia Núñez Sañudo, Jonathan Fantini-Porter, Kristy Duncan, Rene Salazar, Penny Lee

Break Free: A North American Auto Supply Chain
3:50 PM - 4:35 PM
Location: Room: Canada
Speakers: Francisco N. González, Peter Hall, Tanya Skilton, Andrea Durkin

Clocks: Accelerating the Future with AI
3:50 PM - 4:35 PM
Location: Room: USA
Speakers: Alejandro Maza, David Jimenez, Gordon Whitehouse, Mariano Muñoz del Olmo, Glenda Michel

3:50 PM - 4:35 PM

Homecoming: Refugees & Migration in North America
Location: Room: North America
Speakers: Giovanni Lepri, Jennifer Feller, Karla Rodríguez Acosta, Teresa Garcia ; Moderator: Gabriela Warkentin

3:50 PM - 4:35 PM

With Arms Wide Open: EdoMex GovLab
Location: GovLab
Speakers: Dex Battista, Laura Gonzalez ; Moderator: Gustavo Almaraz

5:00 PM - 5:45 PM

Echo Through the Years: The Future of Finance
Location: Main Stage
Speakers: Emilio Romano, Gabriel Yorio, Rodrigo Velasco, Ruben Coppel ; Moderator: Nicole Valentine

5:00 PM - 5:45 PM

This Is What You Came For: North America Means Business
Location: Room: North America
Speakers: Adriana Eguia, Brendan Kelly, Daniel P. Erikson, Kathryn E. Wengel, Rhett Buttle ; Moderator: Louise Blais

5:00 PM - 5:45 PM

Cross Country: South/Southeast Transisthmic GovLab
Location: GovLab
Speakers: Alejandra García Velásquez, Leonardo Robles, Luis Gutierrez, Raul Ruiz ; Moderator: Joel Abraham Enriquez

5:50 PM - 6:50 PM

Living on the Edge: Can We Thrive Independently? Conversation with Patrick McGee
Location: Main Stage
Speaker: Patrick McGee ; Moderator: Enrique Perret

5:50 PM - 6:50 PM

Cuando Calienta el Sol (del Desierto): Coahuila GovLab
Location: GovLab
Speakers: Gov. Manolo Jimenez, Adriana Eguia, Bernardo Martinez, Shauna Hemingway ; Moderator: Julio Madrazo

7:30 PM - 10:30 PM

Cocktails

NCF25 Cocktail - Pink Sticker
7:30 PM - 10:30 PM
Location: Castillo de Chapultepec - Chapultepec Castle

Coahuila Cocktail - Coahuila Sticker
7:30 PM - 10:30 PM
Location: Casa del Lago de Chapultepec - Chapultepec Lake House

Tuesday, October 07, 2025

8:30 AM - 9:00 AM

This is How We Do It: Conversation with Altagracia Gómez and Robert F. Smith
Location: Main Stage
Speakers: Altagracia Gómez, Robert F. Smith

9:05 AM - 9:40 AM	**You Can't Start a Fire Without a Spark: Blanca Treviño and Altagracia Gomez** Location: Main Stage Speakers: Altagracia Gómez, Blanca Treviño
10:00 AM - 10:45 AM	**New Rules: North America as a Global Hub for Entertainment** Location: Main Stage Speakers: Cisco Aguilar, Jorge Juárez, Manuel Urrutia, Pati Jinich ; Moderator: Jimena Tolama
10:00 AM - 10:45 AM	**On the Other Side: Aligning Industry, Investment, and Workforce Across Borders** Location: Room: Mexico Speakers: Alfonso Nevarez, Daniel Covarrubias, Gerald Schwebel, Geronimo Gutierrez, Jorge Márquez ; Moderator: Mayra Maldonado
10:00 AM - 10:45 AM	**Inside Out: Trilateral X-Ray - North American Think Tanks** Location: GovLab Speakers: Jason Marczak, Joshua Meltzer, Kenneth Frankel, María Calderón, Mariana Campos, Sofía Ramírez ; Moderator: Luis de la Calle
10:50 AM - 11:35 AM	**Turn Down for What: Digital Transformation for Regional Growth** Location: Main Stage Speakers: Arrow Augerot, Claudia Jañez, Eduardo Amaro, Felipe Vallejo, Harry Kresnky ; Moderator: Marina Cigarini
11:00 AM - 12:45 PM	**Poker Face: Play the Hand, Not the Opponent - Negotiation Workshop** Location: GovLab Speakers: Andrea Durkin, Antonio Ortiz Mena, Roberto Zapata Barradas ; Facilitator: Juan Carlos Baker Pineda
11:40 AM - 12:10 PM	**Doing it Right: Open Source AI, Conversation with Rob Sherman** Location: Main Stage Speaker: Rob Sherman ; Moderator: Enrique Perret
12:30 PM - 1:00 PM	**Blinding Lights: Democracy, Technology, and the Future of Governance in North America** Location: Main Stage Speaker: Tino Cuéllar ; Moderator: Enrique Perret
1:05 PM - 1:35 PM	**The North American Way** Location: Main Stage
1:40 PM - 2:10 PM	**Don't You Worry Child: The State of the World, Conversation with Børge Brende and Enrique Acevedo** Location: Main Stage Speaker: Børge Brende ; Moderator: Enrique Acevedo
2:15 PM - 2:20 PM	**Closing Remarks** Location: Main Stage

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Detention Center	October 14, 2025
Initiating Department	**Meeting Date**
Bryan Baker, Detention Center Director	4
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE THE USE OF $216,010.85 OF THE DETENTION CENTER BUDGET FROM CAPITAL OUTLAY EQUIPMENT FOR THE LEASE PURCHASE OF 60 TASERS, 10 DEVICES AND 150 BODY WORN CAMERAS

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board of County Commissioners is asked for approval for a purchase order through NASPO Contract OK-MA—145-21-100 (PA-New Mexico 40-0000-23-00004AE) in the amount of $1,087,842.86 over a four (4) year period. The initial$216,010.85 will come out of Capital Outlay Equipment Funds in the approved Detention Center Budget. The Board is also asked to delegate signature authority to the County Manager to change orders to the original purchase order, amendments, and other documents as required. The Lease Purchase Agreement with Axon Enterprise, Inc will allow for the acquisition of Axon Body Cameras and Taser 10 devices to support staff safety and operational needs within the Detention Center. This Lease Purchase Agreement is for four (4) years with annual savings of $67,296.19 per year, which is a total savings of $336,480.96. The Commission is respectfully asked to approve the use of allocated funds for this purchase order.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Quote

SUMMARY OF FINANCIAL IMPACT

Annual purchase to be made from Detention Center Budget for four (4) years. The $216,011 will come out of the Detention Center's FY26 approved budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 9/25/2025
Bryan Baker, Detention Center Director	Approved - 9/25/2025
Asma Dawood, Finance Director	Approved - 9/25/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/26/2025
Michael Perez, Purchasing Manager	Approved - 9/26/2025
Ben Mendoza, Captain	Approved - 10/6/2025
Bryan Baker, Detention Center Director	Approved - 10/6/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Approve the use of $216,010.85 of Detention Center Budget from capital outlay equipment for the lease purchase of 60 Tasers, 10 devices and 150 Body Worn Cameras.

Overview: The Board of County Commissioners is asked for approval for a purchase order through NASPO Contract OK-MA—145-21-100 (PA-New Mexico 40-0000-23-00004AE) in the amount of $1,087,842.86 over a four (4) year period. The initial $216,010.85 will come out of Capital Outlay Equipment Funds in the approved Detention Center Budget. The Board is also asked to delegate signature authority to the County Manager to change orders to the original purchase order, amendments, and other documents as required.

The Lease Purchase Agreement with Axon Enterprise, Inc will allow for the acquisition of Axon Body Cameras and Taser 10 devices to support staff safety and operational needs within the Detention Center. This Lease Purchase Agreement is for four (4) years with annual savings of $67,296.19 per year, which is a total savings of $336,480.96. The Commission is respectfully asked to approve the use of allocated funds for this purchase order.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-650224-45909JB

Issued: 09/09/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 159536

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Dona Ana County Detention Center - NM 1850 Copper Loop Las Cruces, NM 88005-8139 USA	Dona Ana County Detention Center - NM 1850 Copper Loop Las Cruces NM 88005-8139 USA Email:	Doug Simmons Phone: Email: dosimmons@axon.com Fax:	Jaime Ramos Phone: (575) 647-7600 Email: jramos@donaanacounty.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,057,572.00
ESTIMATED TOTAL W/ TAX	$1,087,842.86

Discount Summary

Average Savings Per Year	$67,296.19
TOTAL SAVINGS	$336,480.96

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	$210,000.00	$6,010.85	$216,010.85
Nov 2026	$211,893.00	$6,065.01	$217,958.01
Nov 2027	$211,893.00	$6,065.01	$217,958.01
Nov 2028	$211,893.00	$6,065.01	$217,958.01
Nov 2029	$211,893.00	$6,064.98	$217,957.98
Total	**$1,057,572.00**	**$30,270.86**	**$1,087,842.86**

Quote Unbundled Price:	**$1,394,054.40**
Quote List Price:	**$1,173,770.40**
Quote Subtotal:	**$1,057,572.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	150	60	$43.61	$33.80	$20.91	$188,190.00	$5,443.03	$193,633.03
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	60	60	$140.72	$108.33	$108.33	$389,988.00	$4,298.52	$394,286.52
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	150	60	$12.19	$10.48	$10.48	$94,320.00	$2,417.46	$96,737.46
A la Carte Hardware									
H00001	AB4 Camera Bundle	150			$899.00	$899.00	$134,850.00	$0.00	$134,850.00
H00003	AB4 1-Bay Dock Bundle	150			$229.00	$229.00	$34,350.00	$0.00	$34,350.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	60	60		$5.83	$5.83	$20,988.00	$1,760.90	$22,748.90
ProLicense	Pro License Bundle	2	60		$48.82	$48.75	$5,850.00	$490.82	$6,340.82
BasicLicense	Basic License Bundle	150	60		$16.27	$16.25	$146,250.00	$12,270.38	$158,520.38
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$6,786.00	$6,786.00	$569.35	$7,355.35
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$10,000.00	$10,000.00	$839.00	$10,839.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$12,000.00	$12,000.00	$1,006.80	$13,006.80
85147	AXON TASER - PSO - STARTER	1			$14,000.00	$14,000.00	$14,000.00	$1,174.60	$15,174.60
Total							**$1,057,572.00**	**$30,270.86**	**$1,087,842.86**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	150	1	11/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	150	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	150	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	165	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	165	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	165	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	60	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	600	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	58	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	60	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	60	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	12	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	11/01/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	150	1	05/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	155	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	11/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	11/01/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	150	1	11/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	155	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	12/01/2025	11/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	150	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	60	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	60	12/01/2025	11/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	60	12/01/2025	11/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	12/01/2025	11/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	12/01/2025	11/30/2030
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	60	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	60
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	150	11/01/2026	11/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	150	11/01/2026	11/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	5	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	3	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	3	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	60	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	60	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	12	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1850 Copper Loop	Las Cruces	NM	88005-8139	USA
2	1850 Copper Loop	Las Cruces	NM	88005-8139	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,382.82	$199.92	$2,582.74
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	60	$4,167.55	$349.66	$4,517.21
Year 1	85144	AXON BODY - PSO - STARTER	1	$1,985.68	$166.60	$2,152.28
Year 1	85147	AXON TASER - PSO - STARTER	1	$2,779.95	$233.24	$3,013.19
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,347.48	$113.05	$1,460.53
Year 1	BasicLicense	Basic License Bundle	150	$29,040.60	$2,436.51	$31,477.11
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	150	$18,728.94	$480.03	$19,208.97
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	150	$37,368.52	$1,080.81	$38,449.33
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	60	$77,439.13	$853.57	$78,292.70
Year 1	H00001	AB4 Camera Bundle	150	$26,776.90	$0.00	$26,776.90
Year 1	H00003	AB4 1-Bay Dock Bundle	150	$6,820.81	$0.00	$6,820.81
Year 1	ProLicense	Pro License Bundle	2	$1,161.62	$97.46	$1,259.08
Total				**$210,000.00**	**$6,010.85**	**$216,010.85**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,404.30	$201.72	$2,606.02
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	60	$4,205.11	$352.81	$4,557.92
Year 2	85144	AXON BODY - PSO - STARTER	1	$2,003.58	$168.10	$2,171.68
Year 2	85147	AXON TASER - PSO - STARTER	1	$2,805.01	$235.34	$3,040.35
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,359.63	$114.07	$1,473.70
Year 2	BasicLicense	Basic License Bundle	150	$29,302.35	$2,458.47	$31,760.82
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	150	$18,897.76	$484.36	$19,382.12
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	150	$37,705.38	$1,090.56	$38,795.94
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	60	$78,137.22	$861.24	$78,998.46
Year 2	H00001	AB4 Camera Bundle	150	$27,018.27	$0.00	$27,018.27
Year 2	H00003	AB4 1-Bay Dock Bundle	150	$6,882.30	$0.00	$6,882.30
Year 2	ProLicense	Pro License Bundle	2	$1,172.09	$98.34	$1,270.43
Total				**$211,893.00**	**$6,065.01**	**$217,958.01**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,404.30	$201.72	$2,606.02
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	60	$4,205.11	$352.81	$4,557.92
Year 3	85144	AXON BODY - PSO - STARTER	1	$2,003.58	$168.10	$2,171.68
Year 3	85147	AXON TASER - PSO - STARTER	1	$2,805.01	$235.34	$3,040.35
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,359.63	$114.07	$1,473.70

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BasicLicense	Basic License Bundle	150	$29,302.35	$2,458.47	$31,760.82
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	150	$18,897.76	$484.36	$19,382.12
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	150	$37,705.38	$1,090.56	$38,795.94
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	60	$78,137.22	$861.24	$78,998.46
Year 3	H00001	AB4 Camera Bundle	150	$27,018.27	$0.00	$27,018.27
Year 3	H00003	AB4 1-Bay Dock Bundle	150	$6,882.30	$0.00	$6,882.30
Year 3	ProLicense	Pro License Bundle	2	$1,172.09	$98.34	$1,270.43
Total				**$211,893.00**	**$6,065.01**	**$217,958.01**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,404.30	$201.72	$2,606.02
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	60	$4,205.11	$352.81	$4,557.92
Year 4	85144	AXON BODY - PSO - STARTER	1	$2,003.58	$168.10	$2,171.68
Year 4	85147	AXON TASER - PSO - STARTER	1	$2,805.01	$235.34	$3,040.35
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,359.63	$114.07	$1,473.70
Year 4	BasicLicense	Basic License Bundle	150	$29,302.35	$2,458.47	$31,760.82
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	150	$18,897.76	$484.36	$19,382.12
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	150	$37,705.38	$1,090.56	$38,795.94
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	60	$78,137.22	$861.24	$78,998.46
Year 4	H00001	AB4 Camera Bundle	150	$27,018.27	$0.00	$27,018.27
Year 4	H00003	AB4 1-Bay Dock Bundle	150	$6,882.30	$0.00	$6,882.30
Year 4	ProLicense	Pro License Bundle	2	$1,172.09	$98.34	$1,270.43
Total				**$211,893.00**	**$6,065.01**	**$217,958.01**

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,404.30	$201.72	$2,606.02
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	60	$4,205.11	$352.81	$4,557.92
Year 5	85144	AXON BODY - PSO - STARTER	1	$2,003.58	$168.10	$2,171.68
Year 5	85147	AXON TASER - PSO - STARTER	1	$2,805.01	$235.34	$3,040.35
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,359.63	$114.09	$1,473.72
Year 5	BasicLicense	Basic License Bundle	150	$29,302.35	$2,458.46	$31,760.81
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	150	$18,897.76	$484.35	$19,382.11
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	150	$37,705.38	$1,090.54	$38,795.92
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	60	$78,137.22	$861.23	$78,998.45
Year 5	H00001	AB4 Camera Bundle	150	$27,018.27	$0.00	$27,018.27
Year 5	H00003	AB4 1-Bay Dock Bundle	150	$6,882.30	$0.00	$6,882.30
Year 5	ProLicense	Pro License Bundle	2	$1,172.09	$98.34	$1,270.43
Total				**$211,893.00**	**$6,064.98**	**$217,957.98**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-New Mexico 40-00000-23-00004AE) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/9/2025



DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana Sheriff's Office	October 14, 2025
Initiating Department	**Meeting Date**
Kim Stewart, Sheriff	5
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

UTILIZE NEW MEXICO STATE PRICING AND COUNTY CONTRACTS WITH PHIL LONG FORD ($2,990,687.00), ADVENTURE ENTERPRISES ($42,935.06), AXON ENTERPRISE ($134,261.31), CODE 3 SERVICES ($302,198.17), MPH INDUSTRIES ($86,806.30), STOP STICK ($5,157.00), AND ENCHANTED TECHNOLOGY SOLUTIONS ($73,285.80) TO PURCHASE AND FULLY EQUIP FORD EXPLORER POLICE INTERCEPTOR HYBRIDS AS LAW ENFORCEMENT VEHICLES FOR A TOTAL COST (INCLUDING LABOR) OF $4,175,115.11.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The request is for the purchase of all law enforcement equipment and labor for thirty-five 2025 Ford Explorer Police Interceptor Hybrids to be used as law enforcement vehicles along with labor costs in the amount of $4,175,115.11. The vehicles are to be used for law enforcement operations and emergency response throughout the county. The purchase of the equipment and outfitting of the vehicles is to keep in adherence to the established vehicle replacement plan based on mileage and age of vehicles. Multiple state pricing agreements and County contracts will be utilized for this project along with related services. The purchase will be paid for by funds awarded to the Sheriff's Office as part of the Fiscal Year 26 capital outlay. Delegate signature authority to the County Manager for all necessary documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Summary of Price Quotes
Quotes
Contract

SUMMARY OF FINANCIAL IMPACT

Funds were part of the Fiscal Year 26 Capital Outlay and were included in the FY26 adopted budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 9/29/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Michael Perez, Purchasing Manager	Approved - 10/9/2025
Crystal Baca, Budget Specialist	Final Approval - 10/9/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

Doña Ana County
Sheriff's Office
Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Use New Mexico State Pricing Agreements and County Contracts to fully equip thirty-five 2025 Ford Explorer Police Interceptor Hybrids for use as Law Enforcement Vehicles. As well as the purchase of universal equipment to be used on future vehicle builds that will be taking place as the remaining vehicles become available. The total amount of all thirty-five vehicles will be $4,175,115.11 including all labor costs.

Overview: Police Vehicle Equipment and Labor for New Units

The request is for the purchase of all law enforcement equipment and labor for thirty-five 2025 Ford Explorer Police Interceptor Hybrids to be used as law enforcement vehicles along with labor costs in the amount of $4,175,115.11. The vehicles are to be used for law enforcement operations and emergency response throughout the county. The purchase of the equipment and outfitting of the vehicles is to keep in adherence to the established vehicle replacement plan based on mileage and age of vehicles. Multiple state pricing agreements and County contracts will be utilized for this project along with related services. The purchase will be paid for by funds awarded to the Sheriff's Office as part of Fiscal Year 26 capital outlay. Delegate signature authority to the County Manager for all necessary documents.

Summary of Price Quotes

Phil Long Ford Price Agreement NMSPA 40-00000-24-00068	$2,990,687.00
Adventure Enterprises DAC Contract 22-132 and DAC Contract 23-008	$42,935.06
Axon Enterprise (Sourcewell #101223-AXN Contract Pending approval of BOCC)	$134,261.31
Code 3 Services NM State Price Agreement 10-00000-20-00048	$302,198.17
MPH Industries NM State Price Agreement, NMSPA 40-00000-24-00092	$86,806.30
Stop Stick- Small Purchase 13-1-125. C. Not to exceed $20,000	$5,157.00
Enchanted Technology Solutions NM State Price Agreement 10-00000-20-00048 (Will be paid for by TraCs Grant pending approval of BOCC)	$36,767.50
Enchanted Technology Solutions NM State Price Agreement 20-00000-21-00030	$36,518.30

*NM State Pricing Agreement contracts will be sent to Michael Perez for distribution for BOCC members as they are too large to attach hereto.

Preliminary FY 26 Fleet Request

2025 Ford Explorer Interceptor Hybrid - FY26 (Patrol 35)

Phil Long, NM State Price Agreement NMSPA 40-00000-24-00068			
Items per Vehicle	**Cost**	**# of Vehicles in Build**	**Total of Group**
2025 Ford Explorer Hybrid Pursuit	$51,730.00	35	$1,810,550.00
Contract Discount off MSPR 3%	$1,551.90	35	-$54,316.50
Ford Premium Care Extended Warranty	$4,200.00	35	$147,000.00
Contract Discount 10%	$420.00	35	-$14,700.00
Delivery to Agency	$495.00	35	$17,325.00
Contract Discount 10%	$49.50	35	($1,732.50)
Alamo Auto Patrol Upfit	$32,436.00	35	$1,135,260.00
Contract Discount 10%	$3,243.60	35	($113,526.00)
Angel Armor 3A D & P Doors, Installed	$2,058.00	35	$72,030.00
Contract Discount 10%	$205.80	35	($7,203.00)
		Grand Total	$2,990,687.00

AXON Enterprises (Fleet 3 Dash Camera System), Sourcewell #101223-AXN			
AXON Fleet - Airgain TAOGLAS Antenna 7-in-1	$0.00	23	$0.00
AXON Fleet 3 - Wiring Kit Refresh	$0.00	23	$0.00
AXON Fleet 3 System (True up, Fleet 3 Basic, ALPR license)	$10,421.19	12	$125,054.28
AXON Fleet 3 - Ericsson Cradlepoint	$1,899.00	2	$3,798.00
AXON Fleet 3 - SIM Insertion - VZW 4FF	$15.00	2	$30.00
Tax (Fleet 3 Basic - Program, ALPR License - Software)	$5,379.03	1	$5,379.03
	Grand Total		$134,261.31

Adventure Enterprises (Vehicle Graphics)			
Marked Unit and numbers Graphics	$560.00	35	$19,600.00
Wrap Installation	$9,800.00	1	$9,800.00
Reflective Decals (Gold, Red and Green)	$106.05	35	$3,711.75
Reflective Decals (Gold, Red and Green) Installation	$3,711.75	1	$3,711.75
Window Tint	$68.25	35	$2,388.75
Tint Installation	$2,388.75	1	$2,388.75

Tax on wrap labor	$1,133.64	1	$1,133.64
Tax on tint labor	$200.42	1	$200.42
		Grand Total	$42,935.06

Code 3 Service NM State Price SPA#10-00000-20-00048			
XL-200M MULTIBAND Mobile Radio	$4,275.00	35	$149,625.00
Feature, VHF Single Band	$600.00	35	$21,000.00
Feature, 700/800 MHZ Band	$600.00	35	$21,000.00
Feature Package, P25 Trunking	$1,800.00	35	$63,000.00
Link Layer Authentication	$140.00	35	$4,900.00
Feature, Phase 2 TDMA	$275.00	35	$9,625.00
Feature, AES/DES Multi-Key Encription	$785.00	35	$27,475.00
Feature, Encrypstion Lite	$0.01	35	$0.35
Control Unit, XL-CH	$1,850.00	35	$64,750.00
Standard Mobile Microphone	$325.00	35	$11,375.00
Universal Mounting Kit	$495.00	35	$17,325.00
Vehicle Antenna Kit - NMO Roof Mount, low loss coax & antenna (triband w/ spring)	$275.00	35	$9,625.00
2-Way Programming (DASO)	$65.00	35	$2,275.00
Equipment Discount (25%)	$99,925.00	1	-$99,925.00
Freight		1	$0.00
Labor, Installation & Optimization		1	$0.00
Tax	$147.82	1	147.82
		Grand Total	$302,198.17

MPH Industries, NM State Price Agreement, NMSPA 40-00000-24-00092			
Manual Bee III Radar & Accessories	$2,480.18	35	$86,806.30
		Grand Total	$86,806.30

Stop Stick LTD			
Stop Stick Accessories (Cord Reel, Sleeve and Tray)	$142.00	35	$4,970.00
Shipping & Handling	$187.00	1	$187.00
		Grand Total	$5,157.00

Enchanted Technology Solutions, NM State Price Agreement, 10-00000-20-00048 (TRACS GRANT) *Not included in Total funds needed.*			
Brother PocketJet Thermal Printer	$497.48	35	$17,411.80
Brother USB Cable	$26.60	35	$931.00

Brother Auto Adapter	$28.50	35	$997.50
L-Tron 4910LR Next Gen Area-Imaging Scanner	$497.92	35	$17,427.20
		Grand Total	**$36,767.50**

Enchanted Technology Solutions, NM State Price Agreement, 20-00000-21-00030

Panasonick Dock	$929.48	35	$32,531.80
Panasonic Bracket	$39.95	35	$1,398.25
Panasonic Screen Support	$73.95	35	$2,588.25
		Grand Total	**$36,518.30**

Unit totals WITHOUT Inflation Index* - USED vs NEW Axon Fleet 3 Systems		**Price per Patrol unit 2025 Ford Explorer HEV**
12 - Patrol units with new Axon Fleet 3 System	$1,318,193.94	$109,849.49
21 - Patrol units utilizing Axon Fleet 3 wiring refresh kits and airgain antennas only	$2,078,581.10	$98,980.05
2 - Patrol units utilizing Axon Fleet 3 wiring refresh kits, airgain antennas and Ericsson cradlepoints	$201,788.10	$100,894.05
TOTAL	**$3,598,563.14**	

Unit totals WITH Inflation Index*(15%)		**Price per Patrol unit* 2025 Ford Explorer HEV**
12 - Patrol units with new Axon Fleet 3 System	**$1,515,923.03**	**$126,326.92**
21 - Patrol units utilizing Axon Fleet 3 wiring refresh kits and airgain antennas only	**$2,390,368.26**	**$113,827.06**
2 - Patrol units utilizing Axon Fleet 3 wiring refresh kits, airgain antennas and Ericsson cradlepoints	**$232,056.32**	**$116,028.16**
TOTAL	**$4,138,347.61**	

***An inflation index has been added as we have been advised that prices will go out next fiscal year. We have seen this issue on a frequent basis as we order equipment.**

TOTAL FUNDS NEEDED	**$4,138,347.61**	**Total FLEET BUILD COST**	**$4,175,115.11**

Preview Order R535 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 06/27/2025 12:24:08 Receipt: 5/5/2025

Dealership Name : Phil Long Ford of Denver, LLC **Sales Code :** F56002

Dealer Rep.	Rhett Butler	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	R535
Customer Name	DONA ANA	**Priority Code**	G4	**Model Year**	2025	**Price Level**	520

DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$49515
.119 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$49515
AGATE BLACK METALLIC	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0
ONYX INTERIOR	$0
EQUIPMENT GROUP 500A	$0
.FM STEREO	$0
.3.3L HYBRID ENGINE	$0
.10-SP MODULR HYBRD AUTO TRN	$0
HID PLUNG W/R HNDL INOPERABLE	$160
JOB #3 ORDER	$0
FORD FLEET SPECIAL ADJUSTMENT	$0

DESCRIPTION	MSRP
GLOBAL LOCK/UNLOCK	$0
50 STATE EMISSIONS	$0
DRIVER SIDE LED SPOT LAMP	$400
REAR DR HNDL AND LOCKS INOPR	$0
PRICE CONCESSION INDICATOR	$0
REAR CONSOLE MOUNTING PLATE	$60
FRONT LICENSE PLATE BRACKET	$0
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$1595

	MSRP
TOTAL BASE AND OPTIONS	$51730
	NA
TOTAL	$51730

This is not an invoice.

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	062725-2
QUOTE DATE	July 9, 2025
Agency PO #.	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: DASO
ATTN: Randy Curley
REF:

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
35	Item 9 Explorer PIU Hybrid AWD - Black	51,730.00	$1,810,550.00
35	Contract Discount 3%	(1,551.90)	($54,316.50)
35	Angel Armor III door panels front driver & passanger side	2,058.00	$72,030.00
35	Contract Discount	(205.80)	($7,203.00)
35	Patrol Build by Alamo	32,436.00	$1,135,260.00
35	Contract Discount 10%	(3,243.60)	($113,526.00)
35	Factory Extended Warranty 5 Years 125000 Miles	4,200.00	$147,000.00
35	Contract Discount 10%	(420.00)	($14,700.00)
35	Delivery to Agency	495.00	$17,325.00
35	Contract Discount 10%	(49.50)	($1,732.50)

Additional Information:

Proposal valid for 60 Days

	2,990,687.00
	$2,990,687.00
	Total
	AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

ADVENTURE ENTERPRISES LLC
1225 NORTH SOLANO
LAS CRUCES, NM 88001

PH:(575) 523-9336 FAX:

Federal Tax ID: 33-1068372

P/O#:

Taken By: Adventure1
Installer:
SalesRep: MAYRA

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Quote: Q003056
Date: 7/15/2025
Time: 02:49 PM

Bill To: DASO WRAPS

DASO WRAPS
845 N MOTEL BLVD
LAS CRUCES, NM 88007

(575) 639-6502

Sold To: DASO WRAPS

Adventure Enterprises LLC

Vehicle Information

Make: FORD | Model Style: EXPLORER 4 Door Utility | Year:
Odometer: | VIN: | License:
Fleet Number: 2026 BUILD | Unit Number: 35 UNITS | Color:

Qty	Part Number	Description	List	Disc%	Sell	Total
35	WRAP	WRAP MATERIAL FOR DOORS & 3 UNIT NUMBERS NON REFLECTIVE ($280 PER SIDE)	$746.67	25	$560.00	$19,600.00
1	Labor	INSTALLATION OF WRAP ($280 PER UNIT)	$9,800.00	0	$9,800.00	$9,800.00
35	Decals	HIGH DENSITY GOLD REFLECTIVE BACK ($63.21 PER UNIT)	$79.01	20	$63.21	$2,212.35
1	Labor	INSTALLATION OF GOLD REFLECTIVE ($63.21 PER UNIT)	$2,212.35	0	$2,212.35	$2,212.35
35	Decals	HIGH DENSITY GREEN/RED REFLECTIVE-DOORS ($42.84 PER UNIT)	$53.55	20	$42.84	$1,499.40
1	Labor	INSTALLATION OF GREEN AND RED REFLECTIVE ($42.84 PER UNIT)	$1,499.40	0	$1,499.40	$1,499.40

Thank You for your patronage

In Shop
Instructions:
POC: RANDY CURLEY (575-639-6502)
2026 BUILD / 35 UNITS

THIS IS NOT A RECEIPT -- DO NOT PAY

Net30

Sub Total: $36,823.50

Tax: $1,133.64

Total: $37,957.14

ADVENTURE ENTERPRISES LLC
1225 NORTH SOLANO
LAS CRUCES, NM 88001

PH:(575) 523-9336 FAX:

Federal Tax ID: 33-1068372

P/O#:

Taken By: Adventure1
Installer:
SalesRep: MAYRA

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Quote: Q003057
Date: 7/15/2025
Time: 03:08 PM

Bill To: DASO TINT

DASO TINT
845 N MOTEL BLVD
LAS CRUCES, NM 88007

(575) 639-6502

Sold To: DASO TINT

Adventure Enterprises LLC
1225 North Solano
LAS CRUCES, NM 88001

Vehicle Information

Make: FORD | Model Style: EXPLORER 4 Door Utility | Year:
Odometer: | VIN: | License:
Fleet Number: 2026 BUILD | Unit Number: 35 UNITS | Color:

Qty	Part Number	Description	List	Disc%	Sell	Total
35	TINT-	TINT FRONT ROLLUP'S 20% (2 WINDOWS PER UNIT)	$68.25	0	$68.25	$2,388.75
1	LABOR	INSTALLATION OF TINT (35 UNITS / $68.25 PER UNIT)	$2,388.75	0	$2,388.75	$2,388.75

Thank You for your patronage

In Shop
Instructions:
2026 BUILD / 35 UNITS
POC: RANDY CURLEY (575-639-6502)

THIS IS NOT A RECEIPT -- DO NOT PAY

Sub Total:	$4,777.50
Tax:	$200.42
Total:	$4,977.92

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-743642-45924BM

Issued: 09/24/2025

Quote Expiration: 10/01/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 110673

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Dona Ana County Sheriff's Dept. - NM 845 N Motel Blvd Las Cruces, NM 88007-8100 USA	Doña Ana County Sheriff's Dept. - NM 845 N Motel Blvd Las Cruces NM 88007-8100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Crystal Baca Phone: (575) 525-1911 Email: crystalb@donaanacounty.org Fax: (575) 525-8852

Quote Summary

Program Length	39 Months
TOTAL COST	$128,882.28
ESTIMATED TOTAL W/ TAX	$134,261.31

Discount Summary

Average Savings Per Year	$14,279.00
TOTAL SAVINGS	$46,406.76

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	$128,882.28	$5,379.03	$134,261.31
Total	**$128,882.28**	**$5,379.03**	**$134,261.31**

Quote Unbundled Price:	**$175,296.12**
Quote List Price:	**$139,784.28**
Quote Subtotal:	**$128,882.28**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	12	21		$78.00	$78.00	$19,656.00	$0.00	$19,656.00
Fleet3B	Fleet 3 Basic	12	39	$239.37	$163.49	$163.49	$76,513.32	$2,955.59	$79,468.91
A la Carte Hardware									
101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	23			$149.00	$0.00	$0.00	$0.00	$0.00
100150	AXON FLEET 3 - WIRING KIT REFRESH	23			$325.00	$0.00	$0.00	$0.00	$0.00
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	2			$1,899.00	$1,899.00	$3,798.00	$0.00	$3,798.00
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	12	39		$61.72	$61.72	$28,884.96	$2,423.44	$31,308.40
A la Carte Services									
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2			$15.00	$15.00	$30.00	$0.00	$30.00
Total							**$128,882.28**	**$5,379.03**	**$134,261.31**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	12	1	11/01/2025
Fleet 3 Basic	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	12	1	11/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	12	1	11/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	1	11/01/2025
A la Carte	100150	AXON FLEET 3 - WIRING KIT REFRESH	23	1	11/01/2025
A la Carte	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	2	1	11/01/2025
A la Carte	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	23	1	11/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	12	12/01/2025	02/28/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24	12/01/2025	02/28/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	12	12/01/2025	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	12
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	12
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	11/01/2026	02/28/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	12	11/01/2026	02/28/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	845 N Motel Blvd	Las Cruces	NM	88007-8100	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100150	AXON FLEET 3 - WIRING KIT REFRESH	23	$0.00	$0.00	$0.00
Year 1	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	$30.00	$0.00	$30.00
Year 1	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	2	$3,798.00	$0.00	$3,798.00
Year 1	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	23	$0.00	$0.00	$0.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	12	$28,884.96	$2,423.44	$31,308.40
Year 1	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	12	$19,656.00	$0.00	$19,656.00
Year 1	Fleet3B	Fleet 3 Basic	12	$76,513.32	$2,955.59	$79,468.91
Total				**$128,882.28**	**$5,379.03**	**$134,261.31**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B	Fleet 3 Basic	12	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/24/2025



PROPOSAL

Dona Ana County Sheriff's Department
850 N Motel Blvd
LAS CRUCES NM 88007
USA

Date
Jul 23, 2025

Expiry
Oct 21, 2025

Quote Number
20255511

Reference
Mobiles 35x

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
XZ-MPM1M	Harris XL-2000M Multiband P25 Mobile. Built-in Bluetooth, WiFi, & GPS	35.00	4,275.00	25.00%	Tax Exempt	112,218.75
XZ-PL4J	Harris XL-200M Feature Single Band, VHF (136MHz - 174MHz)	35.00	600.00	25.00%	Tax Exempt	15,750.00
XZ-PL4L	Harris XL-200M Feature, 7/800MHz band	35.00	600.00	25.00%	Tax Exempt	15,750.00
XZ-PKGPT	Feature P25 Trunking	35.00	1,800.00	25.00%	Tax Exempt	47,250.00
XZ-LLA	Harris XL200M Link Layer Authentication	35.00	140.00	25.00%	Tax Exempt	3,675.00
XZ-PL4F	Harris XL-200M Feature - Phase 2 TDMA	35.00	275.00	25.00%	Tax Exempt	7,218.75
XZ-PL8Y	Harris XL-200M Feature - Encryption Lite	35.00	0.01		Tax Exempt	0.35
XZ-PKG8F	Harris Feature AES / DES Multi-Key Encryption	35.00	785.00	25.00%	Tax Exempt	20,606.25
XZ-CP6A	Harris XL-200M Control Unit, XL-CH	35.00	1,850.00	25.00%	Tax Exempt	48,562.50
XZ-MC6B	Harris XL Microphone with Keypad	35.00	325.00	25.00%	Tax Exempt	8,531.25
XZ-MA4A	Harris XL-200M Universal Mounting Kit	35.00	495.00	25.00%	Tax Exempt	12,993.75
ANTKIT	Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna	35.00	275.00	25.00%	Tax Exempt	7,218.75

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
PROGRAM	2-way Radio Programming	35.00	65.00		6.4975%	2,275.00

Subtotal *(includes a discount of 99,925.00)*	302,050.35
TOTAL TAX	147.82
TOTAL USD	**302,198.17**

Terms

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

Proposal Terms & Conditions

All proposals are valid for 30 days from the date issued. We reserve the right to withdraw a proposal at any time and for any reason. Shipping or freight charges may be added to the final invoice if they are not explicitly included in the proposal.

Please note that due to ongoing fluctuations in U.S. trade policy, including the implementation and partial suspension of tariffs on goods from countries such as Mexico, Canada, and China, pricing remains subject to change. While we have made efforts to avoid immediate adjustments, the situation remains fluid. We are actively working with our suppliers to mitigate potential cost impacts and maintain the best possible pricing for our customers.

As this situation evolves, customers should be aware that price increases may occur at any time without prior notice.

Quote Number 00017097



Address 10901 W 84thTerrace Suite100
Lenexa, KS 66214

Prepared By Dillon Sullivan

Email dsullivan@kustomsignals.com

Created Date 7/10/2025

Expiration Date 10/10/2025

Quote To:

Bill To Name DONA ANA CO SHERIFF'S OFFICE

Bill To 845 N MOTEL BLVD
LAS CRUCES, NM 88007
USA

Ship To Name DONA ANA CO SHERIFF'S OFFICE

Ship To 845 N MOTEL BLVD
LAS CRUCES, NM 88007
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
BEE3-2KA	35.00	BEE III standard radar with two Ka-band antennas, basic kit with wireless remote and tuning forks	$2,480.18	$86,806.30

Totals

Subtotal	$86,806.30
Shipping and Handling	$0.00
Total Amount	$86,806.30

For detail Terms of Sale, please go to http://mpdinc.com/cos.htm

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

New Mexico State NASPO Contract
Contract number: 40-00000-24-00052AC
Valid through 8/31/2027

Includes Shipping & Handling

Current Lead Time is 30 Days

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Quotation

Quote Number	2025-37268
Terms	Net 30 Days
Date	07/08/2025
Sales Person	Spencer Gingras
Valid Until	10/31/2025
Shipping	Fedex
Contract Number	
Cooperative	

Ship To

Randy Curley
Doña Ana County Sheriff's Department [NM] [SS]
845 N. Motel Blvd.
Las Cruces, NM 88007
United States
575-386-4315
randolphc@donaana.gov

Bill To

Randy Curley
Doña Ana County Sheriff's Department [NM] [SS]
845 N. Motel Blvd.
Las Cruces, NM 88007
United States
575-386-4315
randolphc@donaana.gov

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	35	Cord Reel	S2200	$ 34.00	$ 1,190.00
2	35	Sleeve - 9'-Black	S2100	$ 51.00	$ 1,785.00
3	35	Tray - 9'	S2400	$ 57.00	$ 1,995.00

Quotation Totals

Currency:	US Dollar
Subtotal:	$ 4,970.00
Shipping Provider:	Fedex
Shipping:	$ 187.00
Total:	$ 5,157.00

Quotation Accepted By

Quote Number	2025-37268
P.O. Number	
Tax Exempt #	A-1727764-09-00571
Print Name	_____
Title	_____
Signature	_____
Date	_____

Quote

Dona Ana County I.T. Dept.
Attention: Andres Martinez
845 N. Motel Blvd.
LAS CRUCES NM 88007

Date
2 Sep 2025

Expiry
15 Oct 2025

Quote Number
250206

Reference
Dona Ana County S.O. - Qty. 35 Brother Printers & Acces. Quote

Enchanted Technology Solutions
6615 Sujeto Rd. NW
Albuquerque, NM 87120
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
PJ823	PocketJet 8, 300dpi, 8.5" Width, Thermal Printer with USB C Connectivity/Charging, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies) MSRP: $567.00 * NM State Contract Price is 5% off MSRP: $538.65	35.00	497.48	17,411.80
LB3692-003	Brother Mobile Solutions: PocketJet 3, 3 Plus, 6, 6 Plus, 7 and 8, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: $30.00 * NM State Contract Price is 5% off MSRP: $28.50	35.00	28.50	997.50
LBX110001	Brother Mobile Solutions: USB Cable Type A to C, 10 Ft. MSRP: $28.00 * NM State Contract Price is 5% off MSRP: $26.60	35.00	26.60	931.00
4910LR-152-LTRK	L-TRON 4910LR Microphone Style Driver License Reader Kit. Kit Includes: - 2D Barcode Imager Pre-Installed with Protective, Ergonomic Boot and Radio Mic Hanger - Custom Firmware, TraCS 7.x and 10.x Compatible - Radio Microphone Clip for Vehicle Installation - Coiled 9.5"" USB Interface Cable MSRP: $570.00 * NM State Contract Price is 10% off MSRP: $567.00 * NM State Contract Price is 10% off MSRP: $510.30	35.00	497.92	17,427.20

Subtotal	36,767.50
TOTAL TAX	0.00
TOTAL USD	**36,767.50**

Terms

New Mexico State Price Agreement - 10-00000-20-00048
Title: Communications, Radio Equipment, Parts, Accessories and Related Services

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 30 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

Quote

Dona Ana County I.T. Dept.
Attention: Andres Martinez
845 N. Motel Blvd.
LAS CRUCES NM 88007

Date
2 Sep 2025

Expiry
15 Oct 2025

Quote Number
250211

Reference
Dona Ana County S.O. - Qty. 35 Brother Printers & Acces. Quote

Enchanted Technology Solutions
6615 Sujeto Rd. NW
Albuquerque, NM 87120
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
HA-55LVDLT2L	Panasonic Havis Lite Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND power supply. USB-A (2), Serial, LAN, Dual RF. MSRP: $1,438.00 * NM Police Contract Price is 15% off MSRP: $1,222.30	35.00	929.48	32,531.80
HA-54MPB	Panasonic Havis Multipurpose bracket secures power supplies to Havis docking stations or cradles. Compatible with CF-20, CF-33 & CF-54 Computers MSRP: $45.00 * NM Police Contract Price is 15% off MSRP: $44.10	35.00	39.95	1,398.25
DS-DA-417	Panasonic Havis Laptop Screen Support CF-54/FZ-55 Series Docking Stations (left hand side) MSRP: $96.00 * NM Police Contract Price is 15% off MSRP: $81.60	35.00	73.95	2,588.25
			Subtotal	36,518.30
			TOTAL TAX	0.00
			TOTAL USD	**36,518.30**

Terms

New Mexico State Price Agreement - 20-00000-21-00030
Title: Police Vehicle Equipment, Parts and Labor

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 30 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

Docusign Envelope ID: E3E533AA-EED6-4FE6-979F-57BB69BAE783

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

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

Invoice:
As Requested at Time of Order

Number**:** **40-00000-24-00068**

Amendment No.**:** **Three**

Term**:** **August 6, 2025 – August 5, 2026**

JC

Procurement Specialist**:** **Jessica Chavez**

Telephone No.**:** **(505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Title**:** **Automotive Vehicles**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 6, 2025 to August 5, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/4/2025

Certificate Of Completion

Envelope Id: E3E533AA-EED6-4FE6-979F-57BB69BAE783
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Jessica Chavez
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/28/2025 8:55:09 AM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/28/2025 9:01:34 AM Viewed: 7/28/2025 9:25:56 AM Signed: 7/28/2025 9:31:27 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/28/2025 9:31:28 AM Viewed: 8/4/2025 8:23:28 AM Signed: 8/4/2025 8:23:56 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/4/2025 8:23:57 AM Viewed: 8/4/2025 8:39:26 AM Signed: 8/4/2025 8:39:35 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/28/2025 9:01:34 AM
Certified Delivered	Security Checked	8/4/2025 8:39:26 AM
Signing Complete	Security Checked	8/4/2025 8:39:35 AM
Completed	Security Checked	8/4/2025 8:39:35 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

Docusign Envelope ID: 9FD961B1-9A33-4FC3-8316-F7E9CA1E8265

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AG) 0000137865
MCLL., Inc
377 Emilio Lopez Rd
Los Lunas, NM 87031

Attn: Karen Sluga
Phone: (505) 866-3180
Email: karen@melloyfleet.com

Number**: 40-00000-24-00068**

Amendment No**: Two**

Term**: August 6, 2024 – August 5, 2025**

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

Invoice:
As Requested at Time of Order

Procurement Specialist**: Jessica Chavez** JC

Telephone No**.: (505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title**: Automotive Vehicles**

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

Please see the following revised item for vendor (AG) MCLL., LLC; Item 8

8	1	% Disc	Sports Utility Vehicle (SUV), BEV/PHEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AG)** **1% Chevrolet Blazer EV RWD/eAWD** **1% Chevrolet Blazer EV eAWD Police** **1% Chevrolet Equinox EV**

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

Accepted for the State of New Mexico

Natalie Martinez

Date: 4/10/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

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

Certificate Of Completion

Envelope Id: 9FD961B1-9A33-4FC3-8316-F7E9CA1E8265
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Jessica Chavez
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/10/2025 9:11:13 AM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/10/2025 9:12:05 AM Viewed: 4/10/2025 9:13:24 AM Signed: 4/10/2025 9:13:29 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/10/2025 9:13:30 AM Viewed: 4/10/2025 9:14:13 AM Signed: 4/10/2025 9:14:22 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 174.205.225.173	Sent: 4/10/2025 9:14:23 AM Viewed: 4/10/2025 9:24:26 AM Signed: 4/10/2025 9:24:48 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/10/2025 9:12:05 AM
Certified Delivered	Security Checked	4/10/2025 9:24:26 AM
Signing Complete	Security Checked	4/10/2025 9:24:48 AM
Completed	Security Checked	4/10/2025 9:24:48 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **13 Vendors**

Number**: 40-00000-24-00068**

Amendment No.**: One**

Term**: August 6, 2024 – August 5, 2025**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Procurement Specialist**: Jessica Chavez**

Telephone No.**: (505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title**: Automotive Vehicles**

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

Please see the revised items on the following pages.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 9/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
1	1	% Disc	Sub-Compact, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AJ)** **2%** **Nissan Versa**	**(AL)** **13.5%** **Ford Escape (ICE)** **8.5%** **Ford Maverick (ICE)** **8.5%** **Ford Maverick (HEV)**
Comments:					**All trim levels included in % discount**

1a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

1.5	1	% Disc	Sub-Compact, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2% Nissan Z**	**(AL)** **10.5% Ford Mustang** **All trim levels included in % discount**

1.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

2	1	% Disc	Sub-Compact, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **13.5% Ford Escape (PHEV)** **9.5% Ford Mach-E (BEV)** **All trim levels included in % discount**

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Item	Approx. Qty	UOM	Description	
2a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2.5)	1	% Disc	Sub-Compact, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

3	1	% Disc	Mid-size Sedan, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AG)** **1%** **Chevrolet Malibu 4 Dr Sedan**
Make/Model Options:			**(AJ)** **3% Nissan Sentra** **3% Nissan Sentra**	
Comments:				

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Item	Approx. Qty	UOM	Description		
3a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AJ)** **3%**

3b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AJ)** **3%**

3.5	**1**	% Disc	Mid-size Sedan, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD			
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Mustang ECOBOOST GT** **No Specialty**	**(AF)** **2%**	**(AG)** **1%** **Chevy Camaro**	**(AH)** **1%** **Ford Mustang** **1% Ford Mustang GT**
			(AJ) **2%** **Nissan Z**	**(AK)** **5% Mustang All Factory Models**	**(AL)** **10.5% Ford Mustang (ICE)**	
Comments:				**Delivery to Agency: 10%** **Factory Extended Warranty: 10%**		

3.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**	**(AJ)** **2%**
			(AK) **2%**	**(AL)** **5%**		

3.5b)	1	%Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2% Mustang**	**(AG)** **2%**	**(AH)** **5%**	**(AJ)** **2%**
			(AK) **5%**	**(AL)** **5%**		

4	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **10%**	

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Item	Approx. Qty	UOM	Description
4a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

4b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

4.5	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **10%** **Mustang Mach-e Electric**	**(AK)** **5% Mustang all Factory Models** **Delivery To Agency: 10%** **Factory Extended Warranty: 10%**

4.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

4.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

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Item	Approx. Qty	UOM	Description		
5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Charger** **10%** **Dodge Charger Pursuit**	**(AF)** **2%**	**(AI)** **1% Dodge Charger SXT RWD** **1% Dodge Charger SXT AWD** **1% Dodge Charger Police RWD** **10% Dodge Charger Police AWD** **10% Chrysler 300 Touring RWD** **1% Chrysler 300 Touring AWD** **1%**
			(AJ) **3%** **Nissan Altima**		
Comments:					

5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AJ)** **3%**

5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AF)** **2%**	**(AI)** **5%**	**(AJ)** **3%**

5.5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Challenger 1%**	**(AF)** **2%**	**(AI)** **1% Dodge Challenger SXT RWD** **1% Dodge Challenger SXT AWD**
			(AJ) **2%** **Nissan Z**	**(AL)** **10.50%** **Ford Mustang (ICE)**	
Comments:				**All trim levels included in % discount**	

5.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AI)** **2%**	**(AJ)** **2%**
			(AL) **5%**			

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Item	Approx. Qty	UOM	Description			
5.5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AF) 2%**	**(AI) 5%**	**(AJ) 2%**
			(AL) 6%			

6	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	
Comments:				

6a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

6b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

6.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

6.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
			(AF)
Percentage Discount off of MSRP for Factory Options			**2%**

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Item	Approx. Qty	UOM	Description		
7	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Dodge Hornet**	**(AC)** **7% Ford Edge** **7% Ford Bronco Sport** **7% Ford Escape** **3% Ford Bronco Full Size No Specialty**	**(AF)** **5% Ford Escape** **5% Ford Edge** **5% Bronco Sport**
			(AG) **2% Chevrolet Blazer FWD/AWD** **3% Chevrolet Equinox FWD/AWD 2%**	**(AH)** **1% Ford Escape Base FWD** **1% Ford Escape Base AWD**	**(AI)** **1% Dodge Hornet GT AWD** **1% Jeep Compass Sport 4WD**
			(AJ) **2% Nissan Kicks**	**(AK)** **5% Ford Escape** **3% Escape Base** **5% Escape Active** **5% Escape Platinum** **5% Escape ST** **3% Escape - Hybrid** **2% Escape Plug-in Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10.00% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**For Hybrid & Plug-in Hybrid: When Available**	**All trim levels included in % discount**

7a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

7b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AH) **5%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

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Item	Approx. Qty	UOM	Description		
7.5	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Two (2) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **3% Ford Bronco Full Size** **No Specialty**	**(AF)** **2% Ford Bronco - 2 door model**	**(AH)** **1% Ford Bronco Big Bend**
			(AI) **1% Jeep Wrangler Sport**	**(AJ)** **3% Nissan Rogue** **3% Nissan Murano**	**(AK)** **6% Ford Edge All Factory Models** **10% Delivery to Agency** **10% Factory Extended Warranty**

7.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **2%**	**(AH)** **2%**	**(AI)** **2%**
			(AJ) **3%**	**(AK)** **2%**	**(AL)** **5%**	

7.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **2%**	**(AH)** **5%**	**(AI)** **5%**
			(AJ) **3%**	**(AK)** **5%**	**(AL)** **6%**	

8	1	% Disc	Sports Utility Vehicle (SUV), BEV/PHEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Hornet 1%**	**(AC)** **5%** **1% Ford Mach E** **5% Ford Escape Plug In**	**(AF)** **2% Ford Escape - PHEV**
			(AG) **1% Chevrolet Blazer EV RWD/eAWD** **1% Chevrolet Blazer EV eAWD Police**	**(AH)** **1% Ford Mustang Mach-E Select RWD** **1% Ford Mustang Mach-E Select AWD**	**(AI)** **1% Dodge Hornet R/T eAWD**
			(AJ) **3% Nissan Ariya**	**(AK)** **2% Ford Escape Plug In Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (PHEV)** **9.50% Ford Mach-E (BEV)**
Comments:				**When available**	**All trim levels included in % discount**

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Item	Approx. Qty	UOM	Description			
8a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 3%**	**(AK) 2%**
			(AL) 5%			

8b)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

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Item	Approx. Qty	UOM	Description		
9	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **7%** **7% Ford Explorer** **7% Ford Explorer Interceptor**	**(AF)** **5% Ford Explorer**
			(AG) **1% Chevrolet Traverse Limited FWD/AWD** **1% Chevrolet Traverse 4 Dr LS (FWD)** **3% Chevrolet Traverse 4 DR Z71 (AWD)**	**(AH)** **1% Ford Edge SE AWD** **1% Ford Explorer Base RWD** **1% Ford Explorer Base 4WD 1%** **1% Ford Explorer Police Interceptor Utility AWD** **3% Ford Bronco Big Bend 4 Dr 4WD** **1% Ford Bronco Sport Big Bend 4WD**	**(AI)** **1% Dodge Durango SXT RWD** **1% Dodge Durango SXT AWD** **1% Dodge Durango Pursuit AWD** **6% Jeep Grand Cherokee Laredo 2WD** **2% Jeep Grand Cherokee Laredo 4WD** **2% Jeep Grand Cherokee L Laredo 2WD** **2% Jeep Grand Cherokee L Laredo 4WD**
			(AJ) **3% Nissan Rogue** **3% Nissan Pathfinder**	**(AK)** **3% Bronco Sport** **2% All Factory Civilian Model Explorer** **4% Explorer Police Interceptor EcoBoost AWD** **4.50% Explorer Police Interceptor Flex Fuel AWD** **4.50% Explorer Police Interceptor Hybrid AWD** **10% Delivery to Agency** **10% Factory Extended Warranty & Police Upfits**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**Ford Explorer / Bronco Sport**	**All trim levels included in % discount**

9a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AJ)** **3%**	**(AK)** **2%**
			(AL) **5%**			

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Item	Approx. Qty	UOM	Description			
9b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

10	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2% Ford Explorer - 4x4 - PHEV (timing TBD)**	**(AI) 1% Jeep Grand Cherokee 4xe 4WD 2% Jeep Wrangler 4xe Sport S 4WD 1%**	**(AJ) 3% Nissan Ariya**
			(AK)	**(AL)**	
			1% Mach E Mustang 1% Explorer 10% Delivery to Agency 10% Factory Extended Warranty	**13.50% Ford Escape (PHEV) 9.50% Ford Mach-E (BEV)**	
Comments:			**BEV / PHEV SUV**	**All trim levels included in % discount**	

10a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

10b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

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Item	Approx. Qty	UOM	Description		
11)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **8%** **8% Ford Expedition** **8% ForLud Expedition**	**(AF)** **8% Ford Expedition** **2% Ford Bronco - 4 door**
			(AG) **2% Chevrolet Tahoe 2WD/4WD** **3% Chevrolet Tahoe 4WD SSV** **2% Chevrolet Tahoe 2WD/4WD PPV** **2% Chevrolet Suburban 2WD/4WD** **3%**	**(AH)** **1% Ford Expedition XL 2WD** **1% Ford Expedition XL 4WD** **1% Ford Expedition XL 2WD SSV** **4% Ford Expedition XL 4WD SSV** **4% Ford Expedition Max XL 2WD** **1% Ford Expedition Max XL 4WD** **1%**	**(AI)** **1%** **Jeep Wagoneer 2WD 1%** **Jeep Wagoneer 4WD 1%** **Jeep Wagoneer L 2WD 1%** **Jeep Wagoneer L 4WD 1%** **Jeep Grand Wagoneer L 4WD** **1%**
			(AJ) **3% Nissan Armada**	**(AK)** **1% Ford Bronco Full Size 4 Door** **1% Ford Bronco Full Size 2 Door** **5% All Civilian Model Expedition** **4% Special Service Model Expedition** **10% Police Uplifts** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50%** **Ford Edge (ICE)** **11.50%** **Ford Bronco Sport (ICE)** **8.50%** **Ford Maverick (ICE)** **8.50%** **Ford Maverick (HEV)** **10%** **Ford Explorer (ICE)** **11.50%** **Ford Expedition (ICE)**
Comments:					**All trim levels included in % discount**

11a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AJ)** **3%**	**(AK)** **2%**
			(AL) **5%**			

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Item	Approx. Qty	UOM	Description
11b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.

Percentage Discount off of MSRP for Factory Options	**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
	(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
	(AL) 6%			

12)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD RWD.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**

12a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

12b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

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<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="3">Description</th></tr>
<tr><td>13</td><td>1</td><td>% Disc</td><td colspan="3">Pickup, ½ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td colspan="3" rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.

Make/Model Options:</td><td>(AB)
2%
Ram 1500 DS 10%
Ram 1500 DT 2%
Ram 1500 SSV 14%</td><td>(AC)
8%
8% Ford F-150
10% Ford F-150 Interceptor</td><td>(AF)
5% Ford F150 - ICE
5% Ford F150 – Hybrid / PowerBoost
0% Ford F-150 – excludes Raptor</td></tr>
<tr><td>(AG)
1% Chevrolet Silverado 1500 2WD/4WD Reg Cab
1% Chevrolet Silverado 1500 2WD/4WD Double Cab
1% Chevrolet Silverado 1500 2WD/4WD Crew Cab
1% Chevrolet Silverado 1500 2WD/4WD SSV
3% Chevrolet Silverado 1500 4WD PPV
4%</td><td>(AH)
1% Ford F150 XL 2WD Reg Cab 6.5' Bed
1% Ford F150 XL 2WD SuperCab 6.5' Bed
1% Ford F150 XL 2WD SuperCrew 5.5' Bed
2% Ford F150 XL 4WD Reg Cab 6.5' Bed
2% Ford F150 XL 4WD SuperCab 6.5' Bed
2% Ford F150 XL 4WD SuperCrew 5.5' Bed
2% Ford F150 Police Responder XL 4WD SuperCrew 5.5' Bed
4%</td><td>(AI)
1% Ram 1500 Tradesman 2WD Quad Cab 6'4" Bed
1% Ram 1500 Tradesman 2WD Crew Cab 5'7" Bed
1% Ram 1500 Tradesman 4WD Quad Cab 6'4" Bed
1% Ram 1500 Tradesman 4WD Crew Cab 5'7" Bed
1% Ram 1500 Tradesman Classic 2WD Quad Cab 6'4" Bed
10% Ram 1500 Tradesman Classic 2WD Crew Cab 5'7" Bed
10% Ram 1500 Tradesman Classic 4WD Quad Cab 6'4" Bed
10% Ram 1500 Tradesman Classic 4WD Crew Cab 5'7" Bed
10% Ram 1500 Classic SSV 4WD Crew Cab 5'7" Bed
12%</td></tr>
<tr><td>(AJ)
2% Nissan Frontier
3% Nissan Titan</td><td>(AK)
1% Ranger
4% F150 Regular Cab
5% F150 Extended/Super Cab
5% F150 Crew Cab
5% F150 Crew Cab Hybrid
5% F150 Crew Cab Police Responder
1% F150 Crew Cab Raptor
10% Delivery to Agency & Police Upfit</td><td>(AL)
13.50% Ford F-150 (ICE) 2.7L

15.50% Ford F-150 (HEV)

14.50% Ford F-150 (ICE) 3.5L</td></tr>
<tr><td colspan="3">Comments:</td><td></td><td>Limited Availability for F150 Crew Cab Raptor</td><td>All trim levels included in % discount</td></tr>
</table>

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
13a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 2%**	**(AK) 2% (1% on Raptor Factory Options)**
			(AL) 5%			

13b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 2%**	**(AK) 5%**
			(AL) 6%			

14	1	% Disc	Pickup, ½ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 5% Ford Lightning**	**(AF) 8% Ford Lightning - Full Electric (W1B Model)**	**(AG) 0% Chevrolet Silverado EV e4WD Crew Cab**
			(AH) 1% Ford F150 Lightning Pro 4WD SuperCrew 5.5' Bed	**(AK) 3% F150 Lightning 10% Delivery To Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford F-150 Lightning (BEV)**
Comments:					**All trim levels included in % discount**

14a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AK) 2%**
			(AL) 5%			

14b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 2%**	**(AG) 5%**	**(AH) 5%**
			(AK) 5%	**(AL) 6%**		

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<tr><td>15</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, ¾ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td colspan="2">(AB)
11% Ram 2500</td><td>(AC)
8% Ford F-250</td></tr>
<tr><td colspan="2">(AF)
8% F250</td><td>(AG)
1% Chevrolet Silverado 2500HD 2WD Reg Cab Gas/Diesel Engine
1% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Double Cab 149" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Double Cab 149" Diesel Engine
5% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Diesel Engine 5%</td></tr>
<tr><td colspan="2">(AH)
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine 1%</td><td>(AI)
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine *includes SSV
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine *includes SSV
11%</td></tr>
<tr><td></td><td colspan="2">(AK)
3% F250 All Factory Models & Trim Levels
10% Delivery to Agency 10% Factory Extended Warranty</td><td>(AL)
11.50% Ford F-250 (ICE)
11.50% Ford F-250 (DIESEL)</td></tr>
<tr><td></td><td colspan="2"></td><td>All trim levels included in % discount</td></tr>
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Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
15a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

15b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

16	1	% Disc	Pickup, ¾ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 3%** **10% Delivery to Agency** **10% Factory Extended Warranty**

16a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

16b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

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<table>
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<tr><td>17</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, 1 Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td colspan="3" rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
11% Ram 3500
2% Ram 2500 Cab Chassis</td><td>(AC)
8% Ford F-350</td></tr>
<tr><td>(AF)
8% F350 – Pickup
8% F350 Chassis Cab</td><td>(AG)
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Gas Engine
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Diesel Engine
3% Chevrolet Silverado 3500HD 2WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 2WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Gas Engine
2% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Gas Engine
1% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Diesel Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Gas Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Diesel Engine
5% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Gas Engine
2% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Diesel Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Gas Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Diesel Engine 5%</td></tr>
</table>

Item 17 Continued on next page

Item 17 Continued:

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="2">Description</th></tr>
<tr><td>17</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, 1 Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td colspan="2">(AH)
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 60" CA Gas Engine
1%</td><td>(AI)
2% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine
11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Diesel Engine
2%</td></tr>
<tr><td colspan="2">(AK)
3% F350 All Factory Models - Trim Levels
10% Delivery To Agency
10% Factory Extended Warranty</td><td>(AL)
10.50% Ford F-350 (ICE)
11.50% Ford F-350 (Diesel)</td></tr>
<tr><td>Comments:</td><td colspan="2"></td><td>All trim levels included in % discount</td></tr>
</table>

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Item	Approx. Qty	UOM	Description			
17a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

17b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 5%**	**(AL) 6%**

18	1	% Disc	Pickup, 1 Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 10% Delivery to Agency 10% Factory Extended Warranty**

18a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

18b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

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Item	Approx. Qty	UOM	Description		
19	1	% Disc	Mid-Size Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Ranger**	**(AF)** **5% Ford Ranger (excludes Ranger Raptor)** **0% Excludes Ranger Raptor**	**(AG)** **1% Chevrolet Colorado 2WD/4WD Crew Cab** **1%**
			(AH) **1% Ford Ranger XL 2WD SuperCrew 5' Bed** **1% Ford Ranger XL 4WD SuperCrew 5' Bed** **1%**	**(AI)** **1% Jeep Gladiator Sport 4WD** **1%**	**(AK)** **1% Ranger** **10% Delivery to Agency** **10% Factory Extended Warranty**
			(AL) **10.50% Ford F-450 (ICE/DIESEL)** **10.50% Ford F-550 (ICE/DIESEL)**		
Comments:			**All trim levels included in % discount**		

19a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

19b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
20	1	% Disc	Compact Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **3% Ford Maverick**	**(AE)** **1.50% Ford Maverick**	**(AH)** **1% Ford Maverick XL FWD SuperCrew** **1% Ford Maverick XL AWD SuperCrew** **1%**
			(AK) **2% Maverick All Models & Trim Levels** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **13.50% Ford F-150 (ICE) 2.7L** **15.50% Ford F-150 (HEV)** **14.50% Ford F-150 (ICE) 3.5L**	
Comments:				**All trim levels in % discount**	

20a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **1%**	**(AH)** **2%**	**(AK)** **2%**
			(AL) **5%**			

20b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **1%**	**(AH)** **5%**	**(AK)** **5%**
			(AL) **6%**			

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Item	Approx. Qty	UOM	Description		
21	1	% Disc	Van, Seven (7) Passenger or Cargo, ICE/HEV Powered RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster**	**(AE)** **7% Ford Transit - ICE**	**(AG)** **6% Chevrolet Express Passenger RWD 2500 135"** **6% Chevrolet Express Passenger RWD 3500 135"** **6%**
			(AH) **1% Ford Transit Passenger Wagon T350 148" Roof XL RWD** **1% Ford Transit Passenger Wagon T350 148" Roof XL AWD** **1%**	**(AI)** **1% Chrysler Voyager LX FWD** **1% Chrysler Pacifica Touring FWD** **1% Chrysler Pacifica Touring L AWD** **1%**	**(AK)** **2% 10 Passenger Configuration** **2% 12 Passenger Configuration** **2% 14 Passenger Configuration** **10% Delivery To Agency** **10% Factory Extended Warranty** **Ford Transit Cargo/ Passenger Wagon**
			(AL) **10.50% Ford Transit 150 Low Roof (ICE)** **All trim levels included in % discount**		

21a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

21b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AE)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

22	1	% Disc	Van, Seven (7) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **6% Ford eTransit - Full Electric**	**(AI)** **1% Chrylser Pacifica Hybrid Select FWD**
			(AK) **3% E-Transit** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 150 Low Roof (ICE)**
Comments:				**All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
22a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

22b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="2">Description</th></tr>
<tr><td>23</td><td>1</td><td>% Disc</td><td colspan="2">Van, Two (2) Passenger or Cargo, ICE/HEV/Diesel Powered, RWD, FWD, AWD</td></tr>
<tr><td colspan="3" rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
1% Ram ProMaster 1500
1% Ram ProMaster 2500
1% Ram ProMaster 3500</td><td>(AC)
7% Ford Transit</td></tr>
<tr><td>(AF)
7% Ford Transit</td><td>(AG)
6% Chevrolet Express Cargo RWD 2500 135"
6% Chevrolet Express Cargo RWD 3500 135"</td></tr>
<tr><td colspan="3" rowspan="2"></td><td>(AH)
1% Ford Transit Cargo Van T150 130" Low Roof RWD
1% Ford Transit Cargo Van T250 130" Low Roof RWD
1% Ford Transit Cargo Van T350 130" Low Roof RWD
1% Ford Transit Cargo Van T150 130" Low Roof AWD
1% Ford Transit Cargo Van T250 130" Low Roof AWD
1% Ford Transit Cargo Van T350 130" Low Roof AWD
1% Ford Transit Chassis T250 RWD SRW 138" WB
1% Ford Transit Chassis T350 RWD SRW 138" WB
1% Ford Transit Chassis T350 AWD SRW 138" WB
1% Ford Transit Chassis T350 RWD DRW 138" WB
1% Ford Transit Chassis T350 AWD DRW 138" WB
1% Ford Transit Cutaway T250 RWD SRW 138" WB
1% Ford Transit Cutaway T250 AWD SRW 138" WB
1% Ford Transit Cutaway T350 RWD SRW 138"
1% Ford Transit Cutaway T350 AWD SRW 138" WB
1% Ford Transit Cutaway T350 RWD DRW 138" WB
1% Ford Transit Cutaway T350 AWD DRE 138" WB
1%</td><td>(AI)
1% Ram ProMaster Cargo Van Tradesman 1500 Low Roof 118" WB w/Passenger Seat
1% Ram ProMaster Cargo Van Tradesman 2500 Low Roof 136" WB w/Passenger Seat
1% Ram ProMaster Cargo Van Tradesman 3500 High Roof 159" WB w/Passenger Seat
1% Ram ProMaster Cutaway Tradesman 3500 159" WB w/Passenger Seat
1% Ram ProMaster Window Van 2500 High Roof 159" WB
1%</td></tr>
<tr><td>(AK)
3% Transit Cargo All Models & Trims
10% Delivery To Agency
10% Factory Extended Warranty</td><td>(AL)
10.50% Ford Transit 150 Low Roof (ICE)
10.50% Ford Transit 250 Medium Roof (ICE)
10.50% Ford Transit 350 High Roof (ICE)</td></tr>
</table>

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
23a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

23b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

24	1	% Disc	Van, Two (2) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 7% Ford Transit**	**(AF) 6% Ford eTransit - Full Electric**	**(AH) 1% Ford E-Transit Cargo Van T350 130" Low Roof 1% Ford E-Transit Chassis T350 RWD SRW 178" WB 1% Ford E-Transit Cutaway T350 RWD SRW 178" WB 1%**
			(AI) 1% Ram ProMaster Delivery Van BEV 3500 Super High Roof 159" WB 1%	**(AK) 3% E Transit All Models & Trims Econoline Cutaway 3% Transit 3% Econline Cutaway 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

24a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AI) 2%**
			(AK) 2%	**(AL) 5%**		

24b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 8% Ford Transit**	**(AH) 5%**	**(AI) 5%**
			(AK) 5%	**(AL) 6%**		

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
25	1	% Disc	Van, Fifteen (15) Passenger or Cargo, ICE/BEV/PHEV/Diesel Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster**	**(AC)** **7% Ford Transit**	**(AF)** **2%**
			(AG) **6% Chevrolet Express Passenger RWD 3500 135"** **6%**	**(AH)** **1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW RWD** **1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW AWD** **1%**	**(AK)** **3% Transit Passenger Wagon** **10% Delivery to Agency** **10% Factory Extended Warranty**
			(AL) **10.50% Ford Transit 150 Low Roof (ICE)** **10.50% Ford Transit 250 Medium Roof (ICE)** **10.50% Ford Transit 350 High Roof (ICE)** **10.50% Ford Transit 250 Medium Roof Cargo (BEV)** **10.50% Ford Transit 350 High Roof Cargo (BEV)**		
Comments:			**All trim levels included in % discount**		

25a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AK)** **2%**	**(AL)** **5%**	

25b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AH) **5%**	**(AK)** **5%**	**(AL)** **6%**	

26	1	% Disc	Van, Fifteen (15) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **6% Ford eTransit**	**(AK)** **3% Transit w/aftermarket BEV package** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 250 Medium Roof Cargo (BEV)** **10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
26a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

26b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AA)** **2%** **Tint 5%** **Federal Signal 5%** **Sound off Signal 40%** **Troy Products 20%** **Westin Automotive / Public Safety 30%** **911 Circuts 10%** **Tiger Tough 2%** **RKI 0%** **WeatherGuard 2%** **Real Truck 5%**	**(AC)** **10% Lighting** **5% Standard Vehicle** **5% Body/Major Truck UpFit** **5% Van UpFit** **5% Emergency Lighting/Equipment**

Item 27 Continued on Next Page

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item 27 Continued

Item	Approx. Qty	UOM	Description
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AD)** **AMERICAN EAGLE Drawer Systems-H.D. 10%, AUTOCRANE Truck Cranes 5%, BOSS Air Compressors 5%, BRAND FX Fiberglass service body 5%, BUYERS Truck Accessories, 20%, BUYERS SNOW AND ICE CONTROL Truck plows & Spreaders 15%, CADET MFG Truck platforms, bodies 10%, CHELSEA Power take off, pumps 10%, COX Reels and Pumps 10%, DECKED Drawer systems 10%, DEEZEE Pickup Accessories 10%, DHOLLANDIA Liftgates 10%, DONOVAN/SHURCO Tarps and mechanisms 10%, DOUGLAS DYNAMICS Snow Removal Equipment 10%, DURA CLASS-HEIL Dump Bodies, Hoists 10%, DURALIFT Bucket trucks 5%, FEDERAL SIGNAL Warning lights, accessories 20%, FISHER Spreaders 10%, FISHER Snow Plows 5%, FORCE AMERICA PTO, Pumps/hydraulics 25%, GOLIGHT Truck Lighting 15%, GPI Transfer Fuel Pumps 5%, HENDERSON MFG Dump Bodies, Hoists 10%, HENDERSON MFG Spreaders, H.D. snow plows 10%, HIGHWAY PRODUCTS Aluminum work equipment 5%, IOWA MOLD TOOL (IMTCO) Truck Cranes 15%, IOWA MOLD TOOL (IMTCO) Dominator Crane Bodies 15%, IOWA MOLD TOOL (IMTCO) Site Star Lube Bodies 5%, INGERSOL RAND Air Compressors 5%, INTERLIFT Lift gates 10%, JACKSON CREEK MFG Metal Animal Control Bodies 2%, JOBOX -DELTA Truck Tool Boxes 30%, HOLMAN Racks, Van & Pickup 10%, HOLMAN Van Interiors 15%, KNAPHEIDE MFG Utility, Platform, Crane Bodies 10%, KNAPHEIDE MFG Cargo Utility Vans (KUV series) 0%, KNAPHEIDE-SORTIMO Van Interior Equipment 10%, (LELY) AMERICAN TANK Vacuum Septic Tanks 5%, LIFTMOORE Truck Cranes 10%, MASTER RACK Van Interiors 15%, MEYER Pickup Accessories 5%, MORGAN Dry Freight van Bodies 10%, MORGAN Refrigerated Van Bodies 10%, MOUNTAIN TARP-PIONEER Tarps and Mechanisms 5%, MUNCIE PTO, Pumps/hydraulics 25%, RANCH HAND Grill guards, accessories 10%, RC Mfg. Toolboxes 10%, RKI Toolboxes 10%, RUGBY Dump Beds 10%, SAGE OIL VAC Lube Skids, Lube trailers 2%, SENSATA / MAGNUM Inverters 5%, SHURCO / DONOVAN Tarps and Mechanisms 10%, SNOW EX Snow/Ice Control 10%, SNUG TOP Work Shells / Pickup Tonneau Covers 10%, SPACE KAP Transferable Service bodies 3%, STELLAR Hook Lifts 10%, SWAB MFG Fiberglass Animal Control Body 2%, TBEI Dump Beds 10%, TOMMY GATE (WOODBINE MFG) Liftgates 15%, TRANSFER FLOW Auxiliary Fuel Tanks 10%, TRUCKLITE Truck Lighting 0%, UTEM MFG Aerial Man Lift, Insulated and non insulated 10%, VANAIR Air Compressors 5%, VENCO VENTURO Truck Cranes 5%, VISIONX Truck Lighting 15%, VMAC Air Compressors 5%, WALTCO Liftgates 5%, WARN WINCH Electric winches 10%, WEATHER GUARD TOOLBOXES/VAN INTERIORS 10%, ALL OTHER MFG 0%**

Item 27 Continued on Next Page

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item 27 Continued

Item	Approx. Qty	UOM	Description	
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AE)** **READING TRUCK BODY - SL ST 98 SW RW1 40 U AA FFF 5%, SL ST 108 DW RW1 40 U AA FFR 5%, SL ST 132 DW RW1 40 U AA FFR 5%** **READING CRANE BODY RMS132DRW2FA045405 5%, MSS108DRW2FA100110 5%, PALFINGER CRANES** **PSC3216 3%, PSC6025H 3%** **CRYSTEEL DUMP BODY** **ETIP-87/96-1100-03Y-LBDUMP 6%, ETIP-60/96-1100-02Y-LBDUMP 6%** **MAXON LIFT GATE** **C2-60-1342 TP27 5%, C2-60-1542 TP27 5%, C2-54-1342 TP27 5%, C2-92-1650 TP35 5%, C2-92-1650 DT33 5%** **NORSTAR TRUCK BED** **SF094946002U06 3%, SR114948403U061 3%, ST114948403U061 3%** **RKI TRUCK BOXES / WINDOW GRILLES** **C63 7%, ST63 7%, M54U-1NM 7%, WG11 7%, WG15 7%**	**(AF)** **10% Upfits**
			(AJ) **3%**	**(AK)** **5% All upfits per quote specifications** **5% Service Body** **5% Flatbed** **5% Dump Body** **5% Crane** **5% Lift Gates** **5% Custom Options and Equipment**
			(AL) **6.00%**	

27a)	1	% Disc	Hourly Labor Rate			
Percentage Discount off of MSRP for Factory Options			**(AA)** **$120**	**(AC)** **$120**	**(AD)** **$100.00**	**(AE)** **$125**
			(AF) **$185**	**(AJ)** **$155.00**	**(AK)** **$125.00**	**(AL)** **$189.95**
			(AM) **$110**			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
27b)	1	% Disc	Percentage off Discount for Equipment and Supplies			
Percentage Discount off of MSRP for Factory Options			**(AA) 2%**	**(AC) 0%**	**(AD) 5%**	**(AE) 10%**
			(AF) 10%	**(AJ) 3%**	**(AK) 5%**	**(AL) 5%**
			(AM) 2%			

***** 27 Items Total *****

DocuSign

Certificate Of Completion

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Subject: Please DocuSign: 40-00000-24-00068 A001
Source Envelope:
Document Pages: 32
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Arrianna Romero
1100 S Saint Francis Dr
Santa Fe, NM 87502
Arrianna.Romero1@gsd.nm.gov
IP Address: 164.64.62.10

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Arrianna.Romero1@gsd.nm.gov
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Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/17/2024 3:36:20 PM Viewed: 9/18/2024 7:07:31 AM Signed: 9/19/2024 2:09:31 PM
Arrianna Romero Arrianna.Romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/19/2024 2:09:35 PM Viewed: 9/20/2024 10:03:25 AM Signed: 9/20/2024 10:03:37 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/20/2024 10:03:41 AM Viewed: 9/20/2024 10:44:22 AM Signed: 9/20/2024 10:44:30 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/17/2024 3:36:21 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Certified Delivered	Security Checked	9/20/2024 10:44:22 AM
Signing Complete	Security Checked	9/20/2024 10:44:30 AM
Completed	Security Checked	9/20/2024 10:44:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor: **13 Vendors – See Pages 6 - 9**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Price Agreement Number**:** **40-00000-24-00068**

Payment Terms**:** **Net 30**

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

Delivery**:** **See Pages 6 - 9**

Procurement Specialist**:** **Jessica Chavez**

Telephone No.**:** **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title**:** **Automotive Vehicles**

Term**:** **August 6, 2024 thru August 5, 2025**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 8/6/2024

New Mexico State Purchasing Agent

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

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

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

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

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

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

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

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

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

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

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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

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

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (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.

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Awarded Vendors:

(AA) 0000132535
BJW Ventures LLC. dba Accessories Unlimited
2322 Candelaria NE
Albuquerque New Mexico 87107
Jordan Liesener
505-888-5811
Ginger@wacupfitters.com

Delivery: **2322 Candelaria NE, Albuquerque New Mexico 87107**

(AB) 0000047770
Albuquerque Motor Company
9621 Coors Blvd NW
Albuquerque, NM 87114
Jason Sanchez
505-907-2483
jsanchez@melloydodge.com

Delivery: **Approx 60-120 days on ordered vehicles**

(AC) 0000049896
Bob Turner's Ford Country dba Power Ford
1101 Montano Rd NE
Albuquerque, NM 87107
Manuel Beltran
(505) 449-1268
mbeltran@myforddealer.com

Delivery: **Albuquerque and Santa Fe**

(AD) 0000045857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, Nm 87190
Kevin Stacy
505-880-8222
Kevin@cte-nm.com

Delivery: **As Requested**

(AE) 0000094627
Construction Truck Equipment, LLC
PO Box 16020
Albuquerque, NM 87191
David Frederick
(505) 292-8018
dfrederick747@gmail.com

Delivery: **As Required**

(AF) 0000051541
Don Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM 87124
Mike Michnuk
505 897-2227
mmichnuk@chalmersford.com

Delivery: **2500 Rio Rancho Dr SE Rio Rancho, NM 87124**

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(AG) 0000137865 **MCLL, Inc** **377 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.**
(AH) 0000137862 **MFLL INC** **499 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Approximately 180 days after receipt of order**
(AI) 0000137868 **MJLL INC** **357 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Approximately 180 days after receipt of order**
(AJ) 0000062888 **Melloy Brothers, Inc. DBA Melloy Nissan** **7707 Lomas Blvd NE** **Albuquerque, NM 87110** **Don Bonar** **505-265-8721** **donb@melloynissan.com**	Delivery:	**Albuquerque, NM**
(AK) 0000087738 **Phil Long Ford of Raton, LLC** **301 South Second Street** **Raton, NM 87740** **Rhett M. Butler** **505-514-3552** **rbutler@phillong.com**	Delivery:	**As Requested**
(AL) 0000046112 **Richardson Investments, Inc** **8601 Lomas Blvd NE** **Albuquerque, NM 87112-5048** **Joe Moralez** **(505) 275-4457** **jmoralez@rich-ford.com**	Delivery:	**Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.**

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(AM) 0000125381
WAC Upfitters, LLC
2322 Candelaria NE
Albuquerque, NM 87107
Josh Hoyle
505-554-1966
Josh@wacupfitters.com

Delivery: **FOB Dealer**

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Specifications:
Establish a Statewide Price Agreement for the Purchase of all Vehicles to include Gasoline, Diesel, Electric and Hybrid powered vehicles. This agreement will also be used to acquire law enforcement vehicles. It should be noted that utilization of this Price Agreement by non-profit organizations under contract with the State or funded in part by the state may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to section 13-1-129 (NMSA 1978).

The State is requesting bids for a percentage discount off of MSRP for all types of Vehicles meeting minimum specifications described herein.

New models announced by Manufacturers may also be utilized with the existing contract. Pricing must be equivalent to the percentage discount of other vehicle types submitted by the awarded vendor along with the required supporting documentation.

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

Escalation Clause (percentage discount):
In the event of a decrease in discount, a request will be reviewed by State Purchasing Division (SPD) on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. The State Purchasing Division will not accept, or agree, to any decrease request in percentage discount, greater than five percent (5%) per year. If a requested decrease of the percentage discount is greater than the maximum allowed by the Agency, as stated previously, the Agency will consider that the amount of escalation is 0%.
Effective Dates for the decrease in discount will not be any sooner than fifteen (15) days from the date the written request is received and approved by SPD. Awarded Vendor may be required to provide the following information:
1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Vendor must also supply a Letter from Manufacturer addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as reason for increase. Requests for increase due to labor do not apply and will not be approved.

Note to State Agencies:

1. Executive Branch Agencies need to acquire Transportation Services Division approval to purchase state vehicles (per 15-8-7 NMSA 1978). Under Section 15-8-3 NMSA 1978, a "state vehicle means an automobile, van, sport-utility truck, pickup truck or other vehicle with a declared gross vehicle weight of less than ten thousand pounds used by a State Agency to transport passengers or property[.]"

2. Sufficient ordering time must be given to vendors to fulfill each order. Vendors are not responsible for filling orders placed for less than one hundred eighty (180) days prior to end of each fiscal year.

3. Agencies must list a contact person, telephone number, and correct title information, for the vehicle, in the "Bill To" section on the purchase document. There will be an additional charge for lien requirements.

The vehicles purchased by the State may be federally funded; therefore the New Mexico Resident/Veteran/Native American Preferences shall not apply to the evaluation of this Invitation to Bid.

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Method of Award:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Note to Bidders:
All Items should be completed by bidders for maximum benefit and participation. Blank fields are equivalent to "No Bid" and will not be awarded. This would prevent newer models from being sold by the Awarded Vendor.

Quantities Goods:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

Qualified Bidders:
Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the Awarded Vendor, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Awarded Vendor. (Example: truck chassis with dump body installed.)

Intent of Specifications:
The specifications are intended to describe equipment for use by the ordering agency which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model are not intended to be restrictive but to set forth an acceptable level of quality, design and size. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

The various types of vehicles include, but are not limited to:
- BEV- Battery Electric Vehicle, ONLY powered by battery/ 100% electric.
- PHEV- Plug-in Hybrid Electric Vehicle, electric and gas, you can plug in.
- HEV- Hybrid Electric Vehicle, electric and gas, cannot be plugged in.
- ICE – Internal Combustion Vehicle, powered only by gasoline
- DIESEL – Diesel powered vehicle, powered by diesel only

Minimum Specifications:
Vehicle specifications must meet all Federal and State Safety Standard requirements. This does not give a bidder permission to omit required equipment.

Vehicles shall include the following:
Cruise control & tilt wheel
Door Locks: Power
Floor mats: Factory
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Bluetooth/Hands Free
Radio: Factory Digital Standard

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Transmission: Automatic
Windows: Power

The following conditions shall apply to all items.

A. All specifications are minimum requirements.
B. Bidder must be a factory authorized in-state dealer, and have parts and service facilities within the state of New Mexico
C. Units shall be new current production year models; no demonstration models, used, rebuilt, or refurbished vehicles will be accepted.
D. Units shall meet all federal and state safety requirements.
E. Units shall include all standard items as listed in manufacturer's literature.
F. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency, if applicable.
G. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
H. Units are to be transported to the dealer's place of business, rather than driven.
I. All ordered options shall be installed.
J. Award shall be based on current MSRP, less awarded vendors' percentage discount, F.O.B. to dealers location,
K. MSRP listing all specifications and factory options must be provided to user agency during quotation process, less awarded vendors' percentage discount.
L. Requested delivery: Within estimated one hundred eighty (180) working days ARO depending on vehicle, subject to availability.
M. All vehicles shall include all OEM equipment, unless otherwise specified in Price Agreement specifications
N. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
O. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days after receipt of order. Verbal orders are not valid.
P. Ornamentation – advertising: No dealer advertisement shall be displayed on any part of the of vehicle(s)
Q. Pricing for vehicles shall include all discounts and deductions including government concessions, less Federal and State taxes. Percentage Discount off of current MSRP shall be firm for the duration of the Contract period.
R. All factory options must be reflected on MSRP less the awarded vendor's percentage discount applied.
S. Vendor must provide manufacturer's current catalog list prices less awarded vendor's percentage discounts applied for all after-market options requested.
T. All vehicles are to be billed at current MSRP prices at the time of order, not the date of shipment.
U. All actual "build out" schedules must be submitted by the Supplier as it is made aware to them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
V. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.

Definition: "Build out date" – when manufacturer stops accepting orders subject to availability.

Notice to selling dealer(s): Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at dealer's expense.

Payment Provisions:

Within fifteen (15) days after the date the User Agency receives written notice from the Awarded Vendor that payment is requested for services or items of tangible personal property delivered on site and received, the User Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the User Agency finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Awarded Vendor that payment is requested, provide to the Awarded Vendor, a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with the details of how the Awarded Vendor may proceed to provide remedial action.

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Upon acceptance by the User Agency that the services or delivered tangible personal property have been received and accepted, payment shall be tendered to the Awarded Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) 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 Awarded Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Awarded Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the User Agency's Secretary or his duly authorized representative.

Prompt payment to awarded vendor is very important. User Agency(ies) must make every effort to expedite payment within ten (10) days, or sooner, from receipt is according to Section 13-1-158 (b) NMSA 1978.

The awarded vendor has the right to withhold vehicle transaction documents (M.S.O.) until payment has received.
In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts not to exceed one and one-half percent (1 ½%) per month of the unpaid balance. Paragraph C of section 13-1-158 (NMSA 1978) also states that if the payment shall be deemed on the date it is postmarked.

Payment or acceptance Not Conclusive:
Vendor must supply agency with a computer generated invoice for payment. No payment made under this Price Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, or conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the Price Agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

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

Late Delivery:
It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the Price Agreement on time, that time is of the essence in the performance of this Price Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

Motor Vehicle Regulations:
Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals and Warranties:
When the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):
A) Documents of title (released at time of payment);
B) Certificate of origin (to be released at time of payment);

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C) Warranty and guarantee certificates;
D) Certifications specified in the contract; and
E) Manuals specified in the contract.

Warranty Service:
The successful bidder shall arrange to provide a service facility employing factory trained service representatives to service the equipment and all components described herein warranty service shall be provided to the user agency on a priority basis. Upon notification to the bidder or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user's option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as prescribed in the general conditions and instructions to bidders. Vendors must provide certified proof of service capabilities for alternative fuel vehicle, prior to award.

Responsibility of Bidders:
It shall be the responsibility of the bidder(s) to secure written quotations on price and delivery from manufacturers among the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys which will show conclusively:

Maintenance and reliability experience of units in service for at least one (1) year

Additional date in the opinion of the bidder on the actual performance of equipment will assist the State in selecting the most effective cost efficient unit offered by the bidder

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

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Item	Approx. Qty	UOM	Description			
1	1	% Disc	Sub-Compact, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD			
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AG)** **4%** **ICE - Nissan Versa S** **Model Year 2024** **Built/Sold out** **4%** **ICE - Subaru Impreza Base** **Model Year 2025** **Pricing has not been released**	**(AJ)** **2%** **Nissan Versa**	**(AL)** **13.5%** **Ford Escape (ICE)** **14.5%** **Ford Edge (ICE)** **11.5%** **Ford Bronco Sport (ICE)** **8.5%** **Ford Maverick (ICE)** **8.5%** **Ford Maverick (HEV)**
Comments:						**All trim levels included in % discount**

1a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

1.5	1	% Disc	Sub-Compact, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AI)** **2% Nissan Z**	**(AL)** **10.5% Ford Mustang** **All trim levels included in % discount**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
1.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

2	1	% Disc	Sub-Compact, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AG)** **8% BEV - Nissan Leaf S** **8% BEV - Nissan Leaf SV Plus**	**(AL)** **13.5% Ford Escape (PHEV)** **9.5% Ford Mach-E (BEV)** **All trim levels included in % discount**

2a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2.5)	1	% Disc	Sub-Compact, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
3	1	% Disc	Mid-size Sedan, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AG)** **1%** **Chevrolet Malibu 4 Dr Sedan**
			(AI) **3% Nissan Sentra** **3% Nissan Sentra**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)**
Comments:				**All trim levels included in % discount**

3a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AI)** **3%**	**(AL)** **5%**

3b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AI)** **3%**	**(AL)** **5%**

3.5	**1**	% Disc	Mid-size Sedan, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD			
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Mustang ECOBOOST GT** **No Specialty**	**(AF)** **2%**	**(AG)** **1%** **Chevy Camaro**	**(AH)** **1%** **Ford Mustang** **1% Ford Mustang GT**
			(AI) **2%** **Nissan Z**	**(AK)** **5% Mustang All Factory Models**	**(AL)** **10.5% Ford Mustang (ICE)**	
Comments:				**Delivery to Agency: 10%** **Factory Extended Warranty: 10%**		

3.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**	**(AJ)** **2%**
			(AJ) **2%**	**(AL)** **5%**		

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Item	Approx. Qty	UOM	Description			
3.5b)	1	%Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2% Mustang**	**(AG)** **2%**	**(AH)** **2%**	**(AJ)** **2%**
			(AJ) **2%**	**(AL)** **5%**		

4	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **10%**	**(AL)** **13.50% Ford Escape (HEV)** **9.50% Ford Mach-E (BEV)**

4a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **5%**

4b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **6%**

4.5	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **10%** **Mustang Mach-e Electric**	**(AK)** **5% Mustang all Factory Models** **Delivery To Agency: 10%** **Factory Extended Warranty: 10%**

4.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

4.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

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Item	Approx. Qty	UOM	Description		
5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Charger** **10%** **Dodge Charger Pursuit**	**(AF)** **2%**	**(AI)** **1% Dodge Charger SXT RWD** **1% Dodge Charger SXT AWD** **1% Dodge Charger Police RWD** **10% Dodge Charger Police AWD** **10% Chrysler 300 Touring RWD** **1% Chrysler 300 Touring AWD** **1%**
			(AI) **3%** **Nissan Altima**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50%Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)**	
Comments:				**All trim levels included in % discount**	

5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AL)** **5%**

5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **5%**	**(AKJ)** **3%**	**(AL)** **6%**

5.5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Challenger 1%**	**(AF)** **2%**	**(AI)** **1% Dodge Challenger SXT RWD** **1% Dodge Challenger SXT AWD**
			(AI) **2%** **Nissan Z**	**(AL)** **10.50%** **Ford Mustang (ICE)**	
Comments:				**All trim levels included in % discount**	

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Item	Approx. Qty	UOM	Description			
5.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AF) 2%**	**(AI) 2%**	**(AI) 2%**
			(AL) 5%			

5.5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AF) 2%**	**(AI) 5%**	**(AI) 2%**
			(AL) 6%			

6	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AL) 13.50% Ford Escape (PHEV) 9.50% Ford Mach-E (BEV)**
Comments:				**All trim levels included in % discount**

6a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AL) 5%**

6b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AL) 6%**

6.5	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**

6.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AM) 5%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
6.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
			(AF)	**(AM)**
Percentage Discount off of MSRP for Factory Options			**2%**	**6%**

7	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Dodge Hornet**	**(AC)** **7% Ford Edge** **7% Ford Bronco Sport** **7% Ford Escape** **3% Ford Bronco Full Size** **No Specialty**	**(AF)** **5% Ford Escape** **5% Ford Edge** **5% Bronco Sport**
			(AG) **2% Chevrolet Blazer FWD/AWD** **3% Chevrolet Equinox FWD/AWD** **2%**	**(AH)** **1% Ford Escape Base FWD** **1% Ford Escape Base AWD**	**(AI)** **1% Dodge Hornet GT AWD** **1% Jeep Compass Sport 4WD**
			(AI) **2% Nissan Kicks**	**(AJ)** **5% Ford Escape** **3% Escape Base** **5% Escape Active** **5% Escape Platinum** **5% Escape ST** **3% Escape - Hybrid** **2% Escape Plug-in Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10.00% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**For Hybrid & Plug-in Hybrid: When Available**	**All trim levels included in % discount**

7a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
7b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AG) 5%	**(AI) 5%**	**(AJ) 5%**	**(AM) 6%**

7.5	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Two (2) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 3% Ford Bronco Full Size No Specialty**	**(AF) 2% Ford Bronco - 2 door model**	**(AG) 1% Ford Bronco Big Bend**
			(AI) 1% Jeep Wrangler Sport	**(AI) 3% Nissan Rogue 3% Nissan Murano**	**(AJ) 6% Ford Edge All Factory Models 10% Delivery to Agency 10% Factory Extended Warranty**

7.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AI) 2%**
			(AI) 3%	**(AJ) 2%**	**(AL) 5%**	

7.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 2%**	**(AH) 5%**	**(AI) 5%**
			(AI) 3%	**(AJ) 5%**	**(AL) 6%**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
8	1	% Disc	Sports Utility Vehicle (SUV), BEV/PHEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Hornet 1%**	**(AC)** **5%** **1% Ford Mach E** **5% Ford Escape Plug In**	**(AF)** **2% Ford Escape - PHEV**
			(AG) **1% Chevrolet Blazer EV RWD/eAWD** **1% Chevrolet Blazer EV eAWD Police**	**(AH)** **1% Ford Mustang Mach-E Select RWD** **1% Ford Mustang Mach-E Select AWD**	**(AI)** **1% Dodge Hornet R/T eAWD**
			(AI) **3% Nissan Ariya**	**(AJ)** **2% Ford Escape Plug In Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (PHEV)** **9.50% Fprd Mach-E (BEV)**
Comments:				**When available**	**All trim levels included in % discount**

8a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AJ)** **2%**
			(AL) **5%**			

8b)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AI) **5%**	**(AI)** **5%**	**(AJ)** **3%**	**(AL)** **5%**
			(AL) **6%**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
9	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **7%** **7% Ford Explorer** **7% Ford Explorer Interceptor**	**(AF)** **5% Ford Explorer**
			(AG) **1% Chevrolet Traverse Limited FWD/AWD** **1% Chevrolet Traverse 4 Dr LS (FWD)** **3% Chevrolet Traverse 4 DR Z71 (AWD)**	**(AH)** **1% Ford Edge SE AWD** **1% Ford Explorer Base RWD** **1% Ford Explorer Base 4WD 1%** **1% Ford Explorer Police Interceptor Utility AWD** **3% Ford Bronco Big Bend 4 Dr 4WD** **1% Ford Bronco Sport Big Bend 4WD**	**(AI)** **1% Dodge Durango SXT RWD** **1% Dodge Durango SXT AWD** **1% Dodge Durango Pursuit AWD** **6% Jeep Grand Cherokee Laredo 2WD** **2% Jeep Grand Cherokee Laredo 4WD** **2% Jeep Grand Cherokee L Laredo 2WD** **2% Jeep Grand Cherokee L Laredo 4WD**
			(AI) **3% Nissan Rogue** **3% Nissan Pathfinder**	**(AJ)** **3% Bronco Sport** **2% All Factory Civilian Model Explorer** **4% Explorer Police Interceptor EcoBoost AWD** **4.50% Explorer Police Interceptor Flex Fuel AWD** **4.50% Explorer Police Interceptor Hybrid AWD** **10% Delivery to Agency** **10% Factory Extended Warranty & Police Upfits**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**Ford Explorer / Bronco Sport**	**All trim levels included in % discount**

9a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AJ)** **2%**
			(AL) **5%**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
9b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AI) 3%**	**(AJ) 5%**
			(AL) 6%			

10	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2% Ford Explorer - 4x4 - PHEV (timing TBD)**	**(AI) 1% Jeep Grand Cherokee 4xe 4WD 2% Jeep Wrangler 4xe Sport S 4WD 1%**	**(AJ) 3% Nissan Ariya**
			(AK)	**(AL)**	
			1% Mach E Mustang 1% Explorer 10% Delivery to Agency 10% Factory Extended Warranty	**13.50% Ford Escape (PHEV) 9.50% Ford Mach-E (BEV)**	
Comments:			**BEV / PHEV SUV**	**All trim levels included in % discount**	

10a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

10b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

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<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="3">Description</th></tr>
<tr><td>11)</td><td>1</td><td>% Disc</td><td colspan="3">Full-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, Four (4) door, 4X4, AWD, RWD, FWD</td></tr>
<tr><td colspan="3" rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.

Make/Model Options:</td><td>(AB)
1%
Dodge Durango 1%
Dodge Durango Pursuit 6%</td><td>(AC)
8%
8% Ford Expedition
8% ForLud Expedition</td><td>(AF)
8% Ford Expedition
2% Ford Bronco - 4 door</td></tr>
<tr><td>(AG)
2% Chevrolet Tahoe 2WD/4WD
3% Chevrolet Tahoe 4WD SSV
2% Chevrolet Tahoe 2WD/4WD PPV
2% Chevrolet Suburban 2WD/4WD
3%</td><td>(AH)
1% Ford Expedition XL 2WD
1% Ford Expedition XL 4WD
1% Ford Expedition XL 2WD SSV
4% Ford Expedition XL 4WD SSV
4% Ford Expedition Max XL 2WD
1% Ford Expedition Max XL 4WD
1%</td><td>(AI)
1%
Jeep Wagoneer 2WD 1%
Jeep Wagoneer 4WD 1%
Jeep Wagoneer L 2WD 1%
Jeep Wagoneer L 4WD 1%
Jeep Grand Wagoneer L 4WD 1%</td></tr>
<tr><td>(AJ)
3% Nissan Armada</td><td>(AK)
1% Ford Bronco Full Size 4 Door
1% Ford Bronco Full Size 2 Door
5% All Civilian Model Expedition
4% Special Service Model Expedition
10% Police Uplifts
10% Delivery To Agency
10% Factory Extended Warranty</td><td>(AL)
13.50% Ford Escape (ICE)
14.50%
Ford Edge (ICE)
11.50%
Ford Bronco Sport (ICE)
8.50%
Ford Maverick (ICE)
8.50%
Ford Maverick (HEV)
10%
Ford Explorer (ICE)
11.50%
Ford Expedition (ICE)</td></tr>
<tr><td colspan="3">Comments:</td><td></td><td></td><td>All trim levels included in % discount</td></tr>
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Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
11a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 3%**	**(AK) 2%**
			(AL) 5%			

11b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

12)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD RWD.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AL) 13.5% Ford Escape (PHEV) 9.5% Ford Mach-E (BEV)**

12a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AL) 5%**

12b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AL) 6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="3">Description</th></tr>
<tr><td>13</td><td>1</td><td>% Disc</td><td colspan="3">Pickup, ½ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td colspan="3" rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.

Make/Model Options:</td><td>(AB)
2%
Ram 1500 DS 10%
Ram 1500 DT 2%
Ram 1500 SSV 14%</td><td>(AC)
8%
8% Ford F-150
10% Ford F-150
Interceptor</td><td>(AF)
5% Ford F150 - ICE
5% Ford F150 – Hybrid / PowerBoost
0% Ford F-150 – excludes Raptor</td></tr>
<tr><td>(AG)
1% Chevrolet Silverado 1500 2WD/4WD Reg Cab
1% Chevrolet Silverado 1500 2WD/4WD Double Cab
1% Chevrolet Silverado 1500 2WD/4WD Crew Cab
1% Chevrolet Silverado 1500 2WD/4WD SSV
3% Chevrolet Silverado 1500 4WD PPV
4%</td><td>(AH)
1% Ford F150 XL 2WD Reg Cab 6.5' Bed
1% Ford F150 XL 2WD SuperCab 6.5' Bed
1% Ford F150 XL 2WD SuperCrew 5.5' Bed
2% Ford F150 XL 4WD Reg Cab 6.5' Bed
2% Ford F150 XL 4WD SuperCab 6.5' Bed
2% Ford F150 XL 4WD SuperCrew 5.5' Bed
2% Ford F150 Police Responder XL 4WD SuperCrew 5.5' Bed
4%</td><td>(AI)
1% Ram 1500 Tradesman 2WD Quad Cab 6'4" Bed
1% Ram 1500 Tradesman 2WD Crew Cab 5'7" Bed
1% Ram 1500 Tradesman 4WD Quad Cab 6'4" Bed
1% Ram 1500 Tradesman 4WD Crew Cab 5'7" Bed
1% Ram 1500 Tradesman Classic 2WD Quad Cab 6'4" Bed
10% Ram 1500 Tradesman Classic 2WD Crew Cab 5'7" Bed
10% Ram 1500 Tradesman Classic 4WD Quad Cab 6'4" Bed
10% Ram 1500 Tradesman Classic 4WD Crew Cab 5'7" Bed
10% Ram 1500 Classic SSV 4WD Crew Cab 5'7" Bed
12%</td></tr>
<tr><td>(AJ)
2% Nissan Frontier
3% Nissan Titan</td><td>(AK)
1% Ranger
4% F150 Regular Cab
5% F150 Extended/Super Cab
5% F150 Crew Cab
5% F150 Crew Cab Hybrid
5% F150 Crew Cab Police Responder
1% F150 Crew Cab Raptor
10% Delivery to Agency & Police Upfit</td><td>(AL)
13.50% Ford F-150 (ICE) 2.7L

15.50% Ford F-150 (HEV)

14.50% Ford F-150 (ICE) 3.5L</td></tr>
<tr><td colspan="3">Comments:</td><td></td><td>Limited Availability for F150 Crew Cab Raptor</td><td>All trim levels included in % discount</td></tr>
</table>

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
13a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 2%**	**(AK) 2% (1% on Raptor Factory Options)**
			(AL) 5%			

13b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 2%**	**(AK) 5%**
			(AL) 6%			

14	1	% Disc	Pickup, ½ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 5% Ford Lightning**	**(AF) 8% Ford Lightning - Full Electric (W1B Model)**	**(AG) 0% Chevrolet Silverado EV e4WD Crew Cab**
			(AH) 1% Ford F150 Lightning Pro 4WD SuperCrew 5.5' Bed	**(AK) 3% F150 Lightning 10% Delivery To Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford F-150 Lightning (BEV)**
Comments:					**All trim levels included in % discount**

14a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AK) 2%**
			(AL) 5%			

14b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 2%**	**(AG) 5%**	**(AH) 5%**
			(AK) 5%	**(AL) 6%**		

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<tr><td colspan="3" rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
11% Ram 2500</td><td>(AC)
8% Ford F-250</td></tr>
<tr><td>(AF)
8% F250</td><td>(AG)
1% Chevrolet Silverado 2500HD 2WD Reg Cab Gas/Diesel Engine
1% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Double Cab 149" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Double Cab 149" Diesel Engine
5% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Diesel Engine 5%</td></tr>
<tr><td>(AH)
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine 1%</td><td>(AI)
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine *includes SSV
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine *includes SSV
11%</td></tr>
</table>

ITEM 15 Continued on next page

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ITEM 15 Continued

Item	Approx. Qty	UOM	Description	
15	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AK) 3% F250 All Factory Models & Trim Levels 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 11.50% Ford F-250 (ICE) 11.50% Ford F-250 (DIESEL)**
				All trim levels included in % discount

15a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

15b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

16	1	% Disc	Pickup, ¾ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 3% 10% Delivery to Agency 10% Factory Extended Warranty**

16a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

16b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

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<tr><td>17</td><td>1</td><td>% Disc</td><td colspan="2">Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD</td></tr>
<tr><td colspan="3" rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
11% Ram 3500
2% Ram 2500 Cab Chassis</td><td>(AC)
8% Ford F-350</td></tr>
<tr><td>(AF)
8% F350 – Pickup
8% F350 Chassis Cab</td><td>(AG)
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Gas Engine
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Diesel Engine
3% Chevrolet Silverado 3500HD 2WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 2WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Gas Engine
2% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Gas Engine
1% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Diesel Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Gas Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Diesel Engine
5% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Gas Engine
2% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Diesel Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Gas Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Diesel Engine 5%</td></tr>
</table>

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Item 17 Continued

Item	Approx. Qty	UOM	Description	
17	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AH)** **1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 2WD Reg Cab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD SuperCab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD Crew Cab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Reg Cab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD SuperCab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Crew Cab 60" CA Gas Engine** **1%**	**(AI)** **2% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Gas Engine** **11% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine** **11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine** **11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine** **11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Gas Engine** **11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine** **11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine** **11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine** **11% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" Diesel Engine** **2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Diesel Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Diesel Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Diesel Engine** **2%**
			(AK) **3% F350 All Factory Models - Trim Levels** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford F-350 (ICE)** **11.50% Ford F-350 (Diesel)**
Comments:				**All trim levels included in % discount**

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Item	Approx. Qty	UOM	Description			
17a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

17b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 5%**	**(AL) 6%**

18	1	% Disc	Pickup, 1 Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 10% Delivery to Agency 10% Factory Extended Warranty**

18a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

18b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

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Item	Approx. Qty	UOM	Description		
19	1	% Disc	Mid-Size Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Ranger**	**(AF)** **5% Ford Ranger (excludes Ranger Raptor)** **0% Excludes Ranger Raptor**	**(AG)** **1% Chevrolet Colorado 2WD/4WD Crew Cab** **1%**
			(AH) **1% Ford Ranger XL 2WD SuperCrew 5' Bed** **1% Ford Ranger XL 4WD SuperCrew 5' Bed** **1%**	**(AI)** **1% Jeep Gladiator Sport 4WD** **1%**	**(AK)** **1% Ranger** **10% Delivery to Agency** **10% Factory Extended Warranty**
			(AL) **10.50% Ford F-450 (ICE/DIESEL)** **10.50% Ford F-550 (ICE/DIESEL)**		
Comments:			**All trim levels included in % discount**		

19a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

19b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

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Item	Approx. Qty	UOM	Description		
20	1	% Disc	Compact Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **3% Ford Maverick**	**(AE)** **1.50% Ford Maverick**	**(AH)** **1% Ford Maverick XL FWD SuperCrew** **1% Ford Maverick XL AWD SuperCrew** **1%**
			(AK) **2% Maverick All Models & Trim Levels** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **13.50% Ford F-150 (ICE) 2.7L** **15.50% Ford F-150 (HEV)** **14.50% Ford F-150 (ICE) 3.5L**	
Comments:				**All trim levels in % discount**	

20a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **1%**	**(AH)** **2%**	**(AK)** **2%**
			(AL) **5%**			

20b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **1%**	**(AH)** **5%**	**(AK)** **5%**
			(AL) **6%**			

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Item	Approx. Qty	UOM	Description		
21	1	% Disc	Van, Seven (7) Passenger or Cargo, ICE/HEV Powered RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster**	**(AE)** **7% Ford Transit - ICE**	**(AG)** **6% Chevrolet Express Passenger RWD 2500 135"** **6% Chevrolet Express Passenger RWD 3500 135"** **6%**
			(AH) **1% Ford Transit Passenger Wagon T350 148" Roof XL RWD** **1% Ford Transit Passenger Wagon T350 148" Roof XL AWD** **1%**	**(AI)** **1% Chrysler Voyager LX FWD** **1% Chrysler Pacifica Touring FWD** **1% Chrysler Pacifica Touring L AWD** **1%**	**(AK)** **2% 10 Passenger Configuration** **2% 12 Passenger Configuration** **2% 14 Passenger Configuration** **10% Delivery To Agency** **10% Factory Extended Warranty** **Ford Transit Cargo/ Passenger Wagon**
			(AL) **10.50% Ford Transit 150 Low Roof (ICE)** **All trim levels included in % discount**		

21a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

21b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AE)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

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Item	Approx. Qty	UOM	Description	
22	1	% Disc	Van, Seven (7) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **6% Ford eTransit - Full Electric**	**(AI)** **1% Chrylser Pacifica Hybrid Select FWD**
			(AK) **3% E-Transit** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 150 Low Roof (ICE)**
Comments:				**All trim levels included in % discount**

22a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

22b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

23	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster 1500** **1% Ram ProMaster 2500** **1% Ram ProMaster 3500**	**(AC)** **7% Ford Transit**
			(AF) **7% Ford Transit**	**(AG)** **6% Chevrolet Express Cargo RWD 2500 135"** **6% Chevrolet Express Cargo RWD 3500 135"**

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<table>
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<tr><td colspan="3" rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AH)
1% Ford Transit Cargo Van T150 130" Low Roof RWD
1% Ford Transit Cargo Van T250 130" Low Roof RWD
1% Ford Transit Cargo Van T350 130" Low Roof RWD
1% Ford Transit Cargo Van T150 130" Low Roof AWD
1% Ford Transit Cargo Van T250 130" Low Roof AWD
1% Ford Transit Cargo Van T350 130" Low Roof AWD
1% Ford Transit Chassis T250 RWD SRW 138" WB
1% Ford Transit Chassis T350 RWD SRW 138" WB
1% Ford Transit Chassis T350 AWD SRW 138" WB
1% Ford Transit Chassis T350 RWD DRW 138" WB
1% Ford Transit Chassis T350 AWD DRW 138" WB
1% Ford Transit Cutaway T250 RWD SRW 138" WB
1% Ford Transit Cutaway T250 AWD SRW 138" WB
1% Ford Transit Cutaway T350 RWD SRW 138"
1% Ford Transit Cutaway T350 AWD SRW 138" WB
1% Ford Transit Cutaway T350 RWD DRW 138" WB
1% Ford Transit Cutaway T350 AWD DRE 138" WB
1%</td><td>(AI)
1% Ram ProMaster Cargo Van Tradesman 1500 Low Roof 118" WB w/Passenger Seat
1% Ram ProMaster Cargo Van Tradesman 2500 Low Roof 136" WB w/Passenger Seat
1% Ram ProMaster Cargo Van Tradesman 3500 High Roof 159" WB w/Passenger Seat
1% Ram ProMaster Cutaway Tradesman 3500 159" WB w/Passenger Seat
1% Ram ProMaster Window Van 2500 High Roof 159" WB
1%</td></tr>
<tr><td>(AK)
3% Transit Cargo All Models & Trims
10% Delivery To Agency
10% Factory Extended Warranty</td><td>(AL)
10.50% Ford Transit 150 Low Roof (ICE)
10.50% Ford Transit 250 Medium Roof (ICE)
10.50% Ford Transit 350 High Roof (ICE)</td></tr>
</table>

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
23a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

23b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

24	1	% Disc	Van, Two (2) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 7% Ford Transit**	**(AF) 6% Ford eTransit - Full Electric**	**(AH) 1% Ford E-Transit Cargo Van T350 130" Low Roof 1% Ford E-Transit Chassis T350 RWD SRW 178" WB 1% Ford E-Transit Cutaway T350 RWD SRW 178" WB 1%**
			(AI) 1% Ram ProMaster Delivery Van BEV 3500 Super High Roof 159" WB 1%	**(AK) 3% E Transit All Models & Trims Econoline Cutaway 3% Transit 3% Econline Cutaway 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

24a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AI) 2%**
			(AK) 2%	**(AL) 5%**		

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
24b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 8% Ford Transit**	**(AH) 5%**	**(AI) 5%**
			(AK) 5%	**(AL) 6%**		

25	1	% Disc	Van, Fifteen (15) Passenger or Cargo, ICE/BEV/PHEV/Diesel Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB) 1% Ram ProMaster**	**(AC) 7% Ford Transit**	**(AF) 2%**
			(AG) 6% Chevrolet Express Passenger RWD 3500 135" 6%	**(AH) 1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW RWD 1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW AWD 1%**	**(AK) 3% Transit Passenger Wagon 10% Delivery to Agency 10% Factory Extended Warranty**
			(AL) 10.50% Ford Transit 150 Low Roof (ICE) 10.50% Ford Transit 250 Medium Roof (ICE) 10.50% Ford Transit 350 High Roof (ICE) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)		
Comments:			**All trim levels included in % discount**		

25a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AK) 2%**	**(AL) 5%**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
25b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AK) 5%**	**(AL) 6%**	

26	1	% Disc	Van, Fifteen (15) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 6% Ford eTransit**	**(AK) 3% Transit w/aftermarket BEV package 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

26a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

26b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AA) 2% Tint 5% Federal Signal 5% Sound off Signal 40% Troy Products 20% Westin Automotive / Public Safety 30% 911 Circuts 10% Tiger Tough 2% RKI 0% WeatherGuard 2% Real Truck 5%**	**(AC) 10% Lighting 5% Standard Vehicle 5% Body/Major Truck UpFit 5% Van UpFit 5% Emergency Lighting/Equipment**

Item 27 Continued on Next Page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item 27 Continued

Item	Approx. Qty	UOM	Description
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AD)** **AMERICAN EAGLE Drawer Systems-H.D. 10%, AUTOCRANE Truck Cranes 5%, BOSS Air Compressors 5%, BRAND FX Fiberglass service body 5%, BUYERS Truck Accessories, 20%, BUYERS SNOW AND ICE CONTROL Truck plows & Spreaders 15%, CADET MFG Truck platforms, bodies 10%, CHELSEA Power take off, pumps 10%, COX Reels and Pumps 10%, DECKED Drawer systems 10%, DEEZEE Pickup Accessories 10%, DHOLLANDIA Liftgates 10%, DONOVAN/SHURCO Tarps and mechanisms 10%, DOUGLAS DYNAMICS Snow Removal Equipment 10%, DURA CLASS-HEIL Dump Bodies, Hoists 10%, DURALIFT Bucket trucks 5%, FEDERAL SIGNAL Warning lights, accessories 20%, FISHER Spreaders 10%, FISHER Snow Plows 5%, FORCE AMERICA PTO, Pumps/hydraulics 25%, GOLIGHT Truck Lighting 15%, GPI Transfer Fuel Pumps 5%, HENDERSON MFG Dump Bodies, Hoists 10%, HENDERSON MFG Spreaders, H.D. snow plows 10%, HIGHWAY PRODUCTS Aluminum work equipment 5%, IOWA MOLD TOOL (IMTCO) Truck Cranes 15%, IOWA MOLD TOOL (IMTCO) Dominator Crane Bodies 15%, IOWA MOLD TOOL (IMTCO) Site Star Lube Bodies 5%, INGERSOL RAND Air Compressors 5%, INTERLIFT Lift gates 10%, JACKSON CREEK MFG Metal Animal Control Bodies 2%, JOBOX -DELTA Truck Tool Boxes 30%, HOLMAN Racks, Van & Pickup 10%, HOLMAN Van Interiors 15%, KNAPHEIDE MFG Utility, Platform, Crane Bodies 10%, KNAPHEIDE MFG Cargo Utility Vans (KUV series) 0%, KNAPHEIDE-SORTIMO Van Interior Equipment 10%, (LELY) AMERICAN TANK Vacuum Septic Tanks 5%, LIFTMOORE Truck Cranes 10%, MASTER RACK Van Interiors 15%, MEYER Pickup Accessories 5%, MORGAN Dry Freight van Bodies 10%, MORGAN Refrigerated Van Bodies 10%, MOUNTAIN TARP-PIONEER Tarps and Mechanisms 5%, MUNCIE PTO, Pumps/hydraulics 25%, RANCH HAND Grill guards, accessories 10%, RC Mfg. Toolboxes 10%, RKI Toolboxes 10%, RUGBY Dump Beds 10%, SAGE OIL VAC Lube Skids, Lube trailers 2%, SENSATA / MAGNUM Inverters 5%, SHURCO / DONOVAN Tarps and Mechanisms 10%, SNOW EX Snow/Ice Control 10%, SNUG TOP Work Shells / Pickup Tonneau Covers 10%, SPACE KAP Transferable Service bodies 3%, STELLAR Hook Lifts 10%, SWAB MFG Fiberglass Animal Control Body 2%, TBEI Dump Beds 10%, TOMMY GATE (WOODBINE MFG) Liftgates 15%, TRANSFER FLOW Auxiliary Fuel Tanks 10%, TRUCKLITE Truck Lighting 0%, UTEM MFG Aerial Man Lift, Insulated and non insulated 10%, VANAIR Air Compressors 5%, VENCO VENTURO Truck Cranes 5%, VISIONX Truck Lighting 15%, VMAC Air Compressors 5%, WALTCO Liftgates 5%, WARN WINCH Electric winches 10%, WEATHER GUARD TOOLBOXES/VAN INTERIORS 10%, ALL OTHER MFG 0%**

Item 27 Continued on Next Page

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Item 27 Continued

Item	Approx. Qty	UOM	Description	
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AE)** **READING TRUCK BODY - SL ST 98 SW RW1 40 U AA FFF 5%, SL ST 108 DW RW1 40 U AA FFR 5%, SL ST 132 DW RW1 40 U AA FFR 5%** **READING CRANE BODY RMS132DRW2FA045405 5%, MSS108DRW2FA100110 5%,** **PALFINGER CRANES PSC3216 3%, PSC6025H 3%** **CRYSTEEL DUMP BODY ETIP-87/96-1100-03Y-LBDUMP 6%, ETIP-60/96-1100-02Y-LBDUMP 6%** **MAXON LIFT GATE C2-60-1342 TP27 5%, C2-60-1542 TP27 5%, C2-54-1342 TP27 5%, C2-92-1650 TP35 5%, C2-92-1650 DT33 5%** **NORSTAR TRUCK BED SF094946002U06 3%, SR114948403U061 3%, ST114948403U061 3%** **RKI TRUCK BOXES / WINDOW GRILLES C63 7%, ST63 7%, M54U-1NM 7%, WG11 7%, WG15 7%**	**(AF)** **10% Upfits**
			(AJ) **3%**	**(AK)** **5% All upfits per quote specifications** **5% Service Body** **5% Flatbed** **5% Dump Body** **5% Crane** **5% Lift Gates** **5% Custom Options and Equipment**
			(AL) **6.00%**	

27a)	1	% Disc	Hourly Labor Rate			
Percentage Discount off of MSRP for Factory Options			**(AA)** **$120**	**(AC)** **$120**	**(AD)** **$100.00**	**(AE)** **$125**
			(AF) **$185**	**(AJ)** **$155.00**	**(AK)** **$125.00**	**(AL)** **$189.95**
			(AM) **$110**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
27b)	1	% Disc	Percentage off Discount for Equipment and Supplies			
Percentage Discount off of MSRP for Factory Options			**(AA) 2%**	**(AC) 0%**	**(AD) 5%**	**(AE) 10%**
			(AF) 10%	**(AJ) 3%**	**(AK) 5%**	**(AL) 5%**
			(AM) 2%			

***** 27 Items Total *****

Certificate Of Completion

Envelope Id: 375DE65A2BEB436FB39DB6D94813D12E
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00068 Automotive Vehicles
Source Envelope:
Document Pages: 44
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Arrianna Romero
1100 S Saint Francis Dr
Santa Fe, NM 87502
Arrianna.Romero1@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
8/6/2024 8:38:32 AM
Holder: Arrianna Romero
Arrianna.Romero1@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 8:46:12 AM Viewed: 8/6/2024 9:29:32 AM Signed: 8/6/2024 9:29:40 AM
Arrianna Romero arrianna.romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 9:29:44 AM Viewed: 8/6/2024 9:39:28 AM Signed: 8/6/2024 9:39:46 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 9:39:51 AM Viewed: 8/6/2024 10:52:55 AM Signed: 8/6/2024 10:53:00 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2024 8:46:12 AM
Certified Delivered	Security Checked	8/6/2024 10:52:55 AM
Signing Complete	Security Checked	8/6/2024 10:53:00 AM
Completed	Security Checked	8/6/2024 10:53:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

Contract No. 22-132

Renewal of
Doña Ana County
And **Adventure Enterprises, LLC**

Pursuant to terms of the Contract's **PERIOD OF PERFORMANCE** and renewals thereto, it is mutually agreed by and between **Doña Ana County** and **Adventure Enterprises, LLC**, that Contract No. **22-132** for **Decal Services** shall be extended for an additional period. The parties hereto agree that the original agreement shall be extended from **January 1, 2025 through December 31, 2025.**

All terms and conditions of the original agreement and subsequent renewals and amendments, not inconsistent herewith shall remain in full force.

This agreement shall be effective when signed by both parties below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Doña Ana County

Scott Andrews
County Manager

Date 1-11-25

Adventure Enterprises, LLC

Henry Gonzalez

Date 12/30/24

* *

Contractor Insurance Certification (check one and sign below):

In renewing this Contract, the Contractor is required to review contract insurance clauses and provide current insurance certificate(s) to Doña Ana County, as specified. Contractor must ***complete and sign the certification below*** *and attach insurance certificates, as applicable, for the County to execute this renewal document.*

MR Current insurance certificate(s) required for this contract are attached.

_____ I have reviewed the contract and there are no insurance requirements.

Contractor Signature: Maryu Rodriguez Date: 12/30/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2024

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

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

PRODUCER

StateFarm

JENNIFER JOHNSON
2480 N ROADRUNNER PKWY SUITE A
LAS CRUCES, NM 88011

CONTACT NAME: JENNIFER JOHNSON
PHONE (A/C, No, Ext): 575 524-0237 FAX (A/C, No): 575 524-2242
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HENRY GONZALEZ
ADVENTURES ENTERPRISES LLC
PO BOX 16652 LAS CRUCES NM 88004
1225 N SOLANO LAS CRUCES, NM 88001

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	
	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	91-BA-Z712-3	05/01/2024	05/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 1,000,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	078 5108-C02-31J	09/14/2024	09/14/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			31-BK-M323-4	02/232024	02/23/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		91-BW-R690-6	09/01/2024	09/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							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)

All policies have continuous coverage automatic annual renewals.

Glass shop effective immediately:increase limits to 450,000 which is the max allowed for garage keeper on Business policy 91-BA-Z712-3

ALL POLICIES ARE CONTINUOUS COVERAGE.

CERTIFICATE HOLDER

DONA ANA COUNTY
845 N MOTEL BLVD
LAS CRUCES, NM 88007

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 91 BAZ712 3

Named Insured:

ADVENTURES ENTERPRISES LLC
PO BOX 16652
LAS CRUCES NM 88004-6652

Name And Address Of Additional Insured Person Or Organization:

DONA ANA COUNTY
845 N MOTEL BLVD
LAS CRUCES NM 88007 8100

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

   a. **Ongoing Operations**

      (1) Your acts or omissions; or

      (2) The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for that additional insured; or

   b. **Products-Completed Operations**

      "Your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CMP-4786 1006104 137713.1 10-23-2013

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Dona Ana County
845 Motel BLVD
Las Cruces, NM 88007

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-30-24 Policy No. Endorsement No.
Insured ADVENTURE ENTERPRISES LLC Premium $
PO BOX 16652
LAS CRUCES NM

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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1007729 124203.1 09-28-2015

Contract No. 23-008

Renewal of
Doña Ana County
And **Adventure Enterprises, LLC**

Pursuant to terms of the Contract's **PERIOD OF PERFORMANCE** and renewals thereto, it is mutually agreed by and between **Doña Ana County** and **Adventure Enterprises, LLC**, that Contract No. **23-008** for **Glass Replacement, Repair & Tinting** shall be extended for an additional period. The parties hereto agree that the original agreement shall be extended from **July 1, 2025 through June 12, 2026.**

All terms and conditions of the original agreement and subsequent renewals and amendments, not inconsistent herewith shall remain in full force.

This agreement shall be effective when signed by both parties below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Doña Ana County

C. Scott Andrews
County Manager

Date 4/15/25

Adventure Enterprises, LLC

Henry Gonzalez

Date 4/1/2025

* *

Contractor Insurance Certification (check one and sign below):

*In renewing this Contract, the Contractor is required to review contract insurance clauses and provide current insurance certificate(s) to Doña Ana County, as specified. Contractor must **complete and sign the certification below** and attach insurance certificates, as applicable, for the County to execute this renewal document.*

√ Current insurance certificate(s) required for this contract are attached.

____ I have reviewed the contract and there are no insurance requirements.

Contractor Signature: _____ Date: 4/1/2025

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Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. *
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/. *
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. *

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.
With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.
By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.
Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.
When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.
Our programs typically include items required to:
- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

managing all body-worn LTE data plans.
Create your initial configuration in Axon Evidence;
Train your administrators;
Install your in-car cameras and,
Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.
These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning.
Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.
The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.
POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.
FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.
EVIDENCE CUSTODIANS –

Including those who will be responsible for digital evidence sharing is key.
LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in.
Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.
First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.
When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.
While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements.
This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.
These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.

For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.
Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these		

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.
The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.
Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.
During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.
Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.
The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.
The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools.
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by:
55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Docusign Envelope ID: 0C9BCA64-390F-49EE-9041-F2828BE64C2E

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

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

Invoice:
As Requested

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

Amendment No.**:** **Seven**

Term**:** **November 18, 2020 – November 17, 2026**

Procurement Specialist**:** **Yuliastuti Wulandari** YW

Telephone No.**:** **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

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

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 18, 2024 to November 17, 2026 at the same price, terms and conditions for (AA) Advanced Communications and Electronics, (AB) Code 3 Service, LLC, (AD) Enchanted Technology Solutions, (AF) Icom America Inc, (AG) L3Harris Technologies Inc., (AH) Motorola Solutions Inc., (AK) Specialty Communications, and (AL) Mobile Communications America.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/22/2024

MS

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Certificate Of Completion

Envelope Id: 0C9BCA64390F49EE9041F2828BE64C2E
Status: Completed
Subject: 10-00000-20-00048 A007 Communication, Radio Equipment, Parts, Accessories and Related Services
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Yuliastuti Wulandari
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Yuliastuti.Wulandari@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/22/2024 9:15:50 AM
Holder: Yuliastuti Wulandari
Yuliastuti.Wulandari@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.33	Sent: 8/22/2024 9:17:47 AM Viewed: 8/22/2024 9:22:11 AM Signed: 8/22/2024 9:22:18 AM
Yuliastuti Wulandari yuliastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	YW Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/22/2024 9:22:19 AM Viewed: 8/22/2024 9:22:49 AM Signed: 8/22/2024 9:22:54 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/22/2024 9:22:55 AM Viewed: 8/22/2024 9:43:53 AM Signed: 8/22/2024 9:43:57 AM

In Person Signer Events	Signature	Timestamp

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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
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Signing Complete	Security Checked	8/22/2024 9:43:57 AM
Completed	Security Checked	8/22/2024 9:43:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AL) 00000178316
Mobile Communications America, Inc.
PO Box 1458
Charlotte, NC 28201

Email: mercyborunda@callmc.com
Telephone No.: (915) 584-6646

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

Amendment No.**: Six**

Term**: November 18, 2020 – November 17, 2024**

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

Invoice:
As Requested at Time of Order

Procurement Specialist**: Yuliastuti Wulandari** yw

Telephone No**.: (505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

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

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

This amendment is issued to reflect the following effective immediately:
Change in contact person for vendor (AL) Mobile Communications America, Inc.

From:	**To:**
Contact Name: Latif Alam	**Contact Name: Mercy Borunda**
Email: latifalam@callmc.com	**Email: mercyborunda@callmc.com**
Telephone No.: (847) 309-0181	**Telephone No.: (915) 584-6646**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/17/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: EE6B72BD5C144AFB805749281FCDC87D
Status: Completed
Subject: 10-00000-20-00048 A006 Communication, Radio Equipment, Parts, Accessories and Related Services
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Yuliastuti Wulandari
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Yuliastuti.Wulandari@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

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6/17/2024 1:30:25 PM
Holder: Yuliastuti Wulandari
Yuliastuti.Wulandari@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/17/2024 1:32:56 PM Viewed: 6/17/2024 1:59:27 PM Signed: 6/17/2024 1:59:33 PM
Yuliastuti Wulandari yuliastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/17/2024 1:59:34 PM Viewed: 6/17/2024 2:16:12 PM Signed: 6/17/2024 2:16:15 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/17/2024 2:16:16 PM Viewed: 6/17/2024 2:24:48 PM Signed: 6/17/2024 2:24:53 PM

In Person Signer Events	Signature	Timestamp

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Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/17/2024 2:24:53 PM
Completed	Security Checked	6/17/2024 2:24:53 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

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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.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

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I. To withdraw your consent with SPD

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

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

J. Required hardware and software

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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.

DocuSign Envelope ID: 3E06CBFB-B5FB-4F7F-A1C6-A769EA539B51

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AL) 00000178316
Mobile Communications America, Inc.
PO Box 1458
Charlotte, NC 28201

Email: latifalam@callmc.com
Telephone No. (847) 309-0181

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

Amendment No.**: Five**

Term**: November 18, 2020- November 17, 2024**

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

Invoice:
As Requested at Time of Order

Procurement Specialist**: Raelynn Lujan** RL

Telephone No.**: (505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

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

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

This amendment is issued to reflect the following effective immediately:

Vendor R.T.C., Inc. has been acquired by Mobile Communications America, Inc.

From:	To:
(AI) 0000086640	(AL) 0000178316
R.T.C., Inc	Mobile Communications America, Inc.
300 E. Sunset Rd.	PO Box 1458
El Paso, TX. 79922	Charlotte, NC 28201
915- 584-6646	847- 309-0181
mercy@rtcinc.org	latifalam@callmc.com

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

Accepted for the State of New Mexico

Dorothy Mendonca Date: 2/29/2024
Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: 3E06CBFBB5FB4F7FA1C6A769EA539B51
Status: Completed
Subject: 10-00000-20-00048A005
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Raelynn Lujan
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/22/2024 1:32:35 PM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/22/2024 1:34:17 PM Viewed: 2/22/2024 1:34:39 PM Signed: 2/22/2024 1:35:02 PM
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/22/2024 1:35:02 PM Viewed: 2/22/2024 1:37:33 PM Signed: 2/22/2024 1:37:36 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/22/2024 1:37:37 PM Viewed: 2/29/2024 6:45:49 AM Signed: 2/29/2024 6:45:53 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/22/2024 1:34:17 PM
Certified Delivered	Security Checked	2/29/2024 6:45:49 AM
Signing Complete	Security Checked	2/29/2024 6:45:53 AM
Completed	Security Checked	2/29/2024 6:45:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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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.SPDinfo@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.SPDinfo@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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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- 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.

DocuSign Envelope ID: 291958B5-3C26-45F3-97CC-9030E299522A

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013468 (AH)
Motorola Solutions Inc
13096 Collections Center Dr.
Chicago, IL 60693-0000

Email: manny.barreras@motorlasolutions.com
Phone: (505) 850-8194

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

Amendment No.**:** **Four**

Term**:** **November 18, 2020 – November 17, 2024**

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

Invoice:
As Requested

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

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

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

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

Replacement for Vendor (AH) Motorola Solutions Inc Price List #197 APX1000 to APX900

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/21/2023

New Mexico State Purchasing Agent

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

DocuSign

Certificate Of Completion

Envelope Id: 291958B53C2645F397CC9030E299522A
Status: Completed
Subject: 10-00000-20-00048 A004
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Raelynn Lujan
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/21/2023 10:14:14 AM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.33	Sent: 2/21/2023 10:16:08 AM Viewed: 2/21/2023 10:17:37 AM Signed: 2/21/2023 10:17:55 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/21/2023 10:17:57 AM Viewed: 2/21/2023 10:18:25 AM Signed: 2/21/2023 10:18:31 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/21/2023 10:18:33 AM Viewed: 2/21/2023 10:20:20 AM Signed: 2/21/2023 10:20:30 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/21/2023 10:16:08 AM
Certified Delivered	Security Checked	2/21/2023 10:20:20 AM
Signing Complete	Security Checked	2/21/2023 10:20:30 AM
Completed	Security Checked	2/21/2023 10:20:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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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.

DocuSign Envelope ID: 8A508577-3232-490D-BC27-732C2DF46116

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
9 Vendors

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

Amendment No.**:** **Three**

Term**:** **November 18, 2020 – November 17, 2024**

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

Invoice:
As Requested

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

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

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

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 18, 2022 to November 17, 2024 at the same price, terms and conditions. Vendors 0000147342 Electro-Magwave, Inc. and 0000137644 Southwest Customs LLC. have chosen not to extend.

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

Accepted for the State of New Mexico

Valerie Pauk

Date: 11/1/2022

New Mexico State Purchasing Agent

Effective November 18, 2022

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

DocuSign

Certificate Of Completion

Envelope Id: 8A5085773232490DBC27732C2DF46116
Status: Completed
Subject: 10-00000-20-00048 A003 Communication Radio
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Raelynn Lujan
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Raelynn.Lujan@gsd.nm.gov
IP Address: 98.60.119.245

Record Tracking

Status: Original
11/1/2022 8:54:28 AM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@gsd.nm.gov IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/1/2022 8:57:01 AM Viewed: 11/1/2022 10:04:24 AM Signed: 11/1/2022 10:38:59 AM
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31	 Signature Adoption: Pre-selected Style Using IP Address: 98.60.119.245	Sent: 11/1/2022 10:39:01 AM Viewed: 11/1/2022 10:41:36 AM Signed: 11/1/2022 10:41:43 AM
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/1/2022 10:41:44 AM Viewed: 11/1/2022 10:51:32 AM Signed: 11/1/2022 10:51:52 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2022 8:57:01 AM
Certified Delivered	Security Checked	11/1/2022 10:51:32 AM
Signing Complete	Security Checked	11/1/2022 10:51:52 AM
Completed	Security Checked	11/1/2022 10:51:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

DocuSign Envelope ID: 9792953A-D4C5-40E7-8C60-38472C8533A1

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000135964 (AD)
Enchanted Technology Solutions, LLC
6615 SUJETO Rd NW
Albuquerque, NM 87120-0000

Email: jeffg@ets.us.com
Telephone No. (505) 946-8219

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

Amendment No**.:** **Two**

Term**:** **April 28, 2021- November 17, 2022**

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

Invoice:
As Requested

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

Telephone No**.:** **505-670-1561**

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

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

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

This amendment is issued to reflect the following effective immediately:

Address Change for Vendor (AD) Enchanted Technology Solutions, LLC:

From:	To:
Enchanted Technology Solutions, LLC	Enchanted Technology Solutions, LLC
PO Box 29374	6615 SUJETO Rd NW
Santa Fe, NM 87592	Albuquerque, NM 87120-0000

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 1/6/2022

Mark Hayden, New Mexico State Purchasing Agent

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

DocuSign

Certificate Of Completion

Envelope Id: 9792953AD4C540E78C6038472C8533A1
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Raelynn Lujan
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Raelynn.Lujan@state.nm.us
IP Address: 76.18.69.157

Record Tracking

Status: Original
1/6/2022 1:41:02 PM
Holder: Raelynn Lujan
Raelynn.Lujan@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222	Sent: 1/6/2022 1:44:45 PM Viewed: 1/6/2022 1:53:57 PM Signed: 1/6/2022 1:54:14 PM
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31	 Signature Adoption: Pre-selected Style Using IP Address: 76.18.69.157	Sent: 1/6/2022 1:54:15 PM Viewed: 1/6/2022 2:26:48 PM Signed: 1/6/2022 2:26:52 PM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.45.20 Signed using mobile	Sent: 1/6/2022 2:26:54 PM Viewed: 1/6/2022 2:27:31 PM Signed: 1/6/2022 2:27:47 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/6/2022 1:44:45 PM
Certified Delivered	Security Checked	1/6/2022 2:27:31 PM
Signing Complete	Security Checked	1/6/2022 2:27:47 PM
Completed	Security Checked	1/6/2022 2:27:47 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **0000086640 (AI)** **R.T.C., Inc.** **300 E. Sunset Rd** **El Paso, TX 79922** **Email: mercy@rtcinc.org** **Telephone No. (915) 584- 6646**

Number**: 10-00000-20-000048**

Amendment No.**: One**

Term**: April 28, 2021 – November 17, 2022**

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

Procurement Specialist**: Raelynn Lujan** RL

Telephone No.**: (505) 670-1561**

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

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

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

This amendment is issued to reflect the following effective immediately:

Correction to Items Pages 54-56:
From: Vendor (AH)
To: Vendor (AI).

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 5/11/2021

Mark Hayden, New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4

Vendor (AI)

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

BID PRICING RESPONSE FORM

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

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

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

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4

Vendor (AI)

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

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 3rd Party Services - Recurring	Wave on Cloud 3rd 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 3rd Party Hardware and Software	Wave on Cloud 3rd 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%

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4

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

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department

Statewide Price Agreement

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

Email:
Telephone No.:

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

Invoice:
As Requested

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

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6&7**

RL

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

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

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

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**

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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

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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)

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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.

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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

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(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

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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 manufacture'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

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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 manufactures 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 availableto 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 manufacture'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.

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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

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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.

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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.

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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 *****

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Items Awarded:
Listed in pages below

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

		Vendor (AA)		Vendor (AB)		Vendor (AC)		Vendor (AD)		Vendor (AE)	
No.	Service	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

		Vendor (AB)		Vendor (AD)	
Additional Items by Vendors:		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

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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)			
	Additional Items by Vendors:	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Extended Warranty Options (as per speivications instructinos)	30%	**See Appendix ___**

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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 Vendor (AK)	No Bid

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BID PRICING RESPONSE FORM

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

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

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

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

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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%

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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%

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

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State of New Mexico
General Services Department
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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.atisw.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.konexus.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 Diretional Amp	www.advtwoway.com
28	Bendix King / Relm	https://www.bendixking.com/
29	Bird	https://birdrf.com/
30	Brickcom	www.winncom.com
31	BridgeWave Communications	www.winncom.com

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.advtwoway.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.advtwoway.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

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72	G Wave	https://gwaverf.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://gwaverf.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

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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.advtwoway.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.advtwoway.com
131	Polyphaser	https://www.polyphaser.com/
132	Power Products	https://www.powerproducts.com/
133	Preventative Maintenance	www.advtwoway.com
134	Primus	https://www.primuselectronics.com/
135	PRO Tower	www.protowermfg.com
136	Programming	www.advtwoway.com
137	Project Management	www.advtwoway.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.advtwoway.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	WaveIP	www.winncom.com
190	Westell	https://www.westell.com/
191	Whelen	https://www.whelen.com/

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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/

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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%

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Electro-Magwave, Inc

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

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

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 Loss195 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%

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EMFLX-M10007-GPI	UHF 3dBd gain roof mount antenna, e/m-Flex® spring 440-480 MHz Ground Plane Independent	$70.00	$35.00	50.00%
EMFLX-M10013	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 470-520 MHz (tunable range)	$62.00	$31.00	50.00%
EMFLX-M10014	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range)	$62.00	$31.00	50.00%
EMFLX-M10014-GPI	VHF 2dB gain roof mount antenna, e/m-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, e/m-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%
	cg			
***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				

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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-FT	$12.00	$6.00	50.00%
EM3A-01RP	S.S. Spring, Blk Chrome for EM-M10001, EM-M10003, EM-M10003-GPI & EM-M10004	$30.00	$15.00	50.00%
EM3A-02RP	S.S. Spring, Blk Chrome for EM-M10007	$30.00	$15.00	50.00%
EMFLX3A-01RP	e/m-Flex® Poly Spring for EMFLX-M10001, EMFLX-M10003, M10003-GPI & EMFLX-M10004	$30.00	$15.00	50.00%
EMFLX3A-02RP	e/m-Flex® Poly Spring for EMFLX-M10007	$30.00	$15.00	50.00%
EM6A-01RP	Base EM-M & EMFLX-M10001; EM-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-M100007	$25.00	$12.50	50.00%
EM6A-06RP	Base Coil for UHF models EM & EMFLX-M10003-GPI's, EM & EMFLX-M10007 GPI's	$30.00	$15.00	50.00%
EM6A-07RP	Base Coil for VHF models EM & EMFLX-M10004-GPI's, EM & EMFLX-M10014-GPI's	$32.50	$16.25	50.00%
EM6A-11RP	Base Coil for VHF model EMFLX-M10008-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%

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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.	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%

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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%
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State of New Mexico
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No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio Pts./Acces.		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./Acces	Parts 2-Way radios	3
5.	Patrol PC	Comms.		MDT	Mobile Data Systems	3
6.	Allied Comm.	Parts		Components	Parts+Access.	3
7.	Digikey	Parts		Components	IC, Resistor, Cap., Xistor	3
8.	Midland Radio	Radio Equip		2-Way Radio	2-Way radios/Access.	3
9.	Alcatel	Radio Equip		Microwave	MW Radios/Access.	5
10.	NWK. Elect.	Parts		Components	IC/Resistors/Caps/Xistor	3
11.	ICOM	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.	Raitronics	Comms.		Consoles	Base Sta. Consoles	3
18.	Getac	Comms.		MDT	Mob. Data Systems	1
19.	Panasonic	Comms.		CCTV	Cameras/Monitors/Recorders	1
20.	Rohn Prod.			Towers	Towers/Poles	3
21.	Surecall			Cellular	Cell. Repeater/Amplifier	3
22.	GPS Netwk.			GPS Repeater	GPS repeater/amplif.	3
23.	Microhard Sys.			Ethernet Radio	Ethernet radios/modems	3
24.	Bird Elect.			Test Equip.	Wattmeters/elements	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/Celwave	Comms.		Antenna	Ant. cable, site equip.	3
29.	Times MW	Comms.		Cable	Cable/Connectors	3
30.	EMR Corp.	Radio Equip.		Site Equip.	Combiner/multicoupler	3

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General Services Department
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BID PRICING RESPONSE FORM

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

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No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
31.	Fluke	Comms.		Test Equip.	Test meters	3
32.	GE/MDS	Radio Equip.		MW Radio	MW Data Systems	3
33.	Laird	Accdst.		Antennas	Mobile Base Portable	5
34.	Sony	Comms.		Cameras	CCTV Cameras/Monitors	3
35.	Pace	Tools		Solder/Desolder	Solder Guns Tips	3
36.	Polyphaser	Access.		Lightning Arrest	Lightning Protection	5
37.	RAD	Comms.		Telecom	Telecom Access. Soln.	3
38.	Raytheon/JPS	Comms.		Hardware	Interoperability & ROIP	3
39.	RF Indust.	Parts		Connectors	PL259, N, TNC, Mini UHF	5
40.	Astron	Radio Equip		Pwr. Supply	Pwr. Supply Conv. Inverter	3
41.	Sierra Wireless	Comms.		Modems	Modems	3
42.	Sti-Co	Comms.		Antennas	Disguise Antennas	3
43.	Telewave	Radio Equip		Antennas	Ant, combiners, filters	3
44.	Tripplite	Comms.		Pwr. Supply	Pwr. Sup, Converter, Inverter	3
45.	Weller	Radio Equip		Solder	Solder/desolder, ext.	3
46.	Xcelite	Tools		Hand Tools	Shop Tools	3
47.	Fed. Signal	Comms.		Light Bars	Light Bar Assy. / Sirens	3
48.	Whelen	↓		Light Bars	Light Bar Assy. / Sirens	3
49.	Garmin	↓		GPS	GPS Receivers/Mapping	3
50.	Kind Elect.	Access.		Adapters	DC-DC Adapters	1
51.	Spectracom	Comms.		Net Clock	Timing Solns.	1
52.	Otto	Access.		Spkr. Mic	Spkr. Mic, Surveillance	5
53.	Power Products	Access.		Batteries	Batteries, Chargers	5
54.	TX/RX Syst.	Radio Equip		Combiners	Combiners/Multicouplers/Filt.	3
55.	Panavise	Access.		Mounts	Pedestals/Mounts Hdwr.	1
56.	Larsen Ant.	Radio Equip		Antennas	Mob. Port., Base Ant.	5
57.	RAM Mounts	Access.		Mounts	Pedestal Mounts, hdwr.	1
58.	Plantronics	↓		Headsets	Headsets, Surv. Kits	3
59.	D. Clark	↓		Headsets	Rub. Safety Headsets	1
60.	Holzberg	Radio Equip		2-Way Radios	Radios, Antennas, Misc	5

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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	F2100DH RC	F2100DH 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 56	F3161S 56	136-174MHz analog only radio, no DTMF keypad	-30%
22	Icom	A, B	Landmobile	F3201DEX 14	F3201DEX 14	136-174MHz ATEX 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	7/800MHz P25 conventional portable with partial keypad.	-30%
87	Icom	A, B	Landmobile	F7040T	F7040T	7/800MHz 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	F7540	F7540	700/800MHz 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%

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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	IP1000C 100	IP1000C 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 NMEA 2000 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	AD92SMA	AD92SMA	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%

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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	152-162MHz, 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 repellant 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' 4" cable for Avionic mobile units.	-30%
246	Icom	A, B or C	Accessories	BC119NS 11	BC119NS 11	Rapid charger with AD110 installed for F70/80/9011/9021 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 BP230/231/232 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 plug	-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	BC202IP2	BC202IP2	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/IP1000C	-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	BC214-1	BC214-1	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, MBA7, MBF1, HM215 & SP35	-30%
293	Icom	A, B or C	Accessories	BC219E	BC219E	Rapid charger for radios with the BP283/BP28/BP290/BP294 batteries; 100-240V with a Euro style plug	-30%
294	Icom	A, B or C	Accessories	BC219N	BC219N	Rapid charger for F52D/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 nonincendive 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	CFFR5000 02	CFFR5000 02	Multi-site (conventional only) IP repeater link card (requires UC-FR5000 or UCFR5300 board)	-30%

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No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
356	Icom	A, B or C	Accessories	CFFR5000MT	CFFR5000MT	Multi-site (conventional & trunking) IP repeater link card (requires UC-FR5000 or UCFR5300 board)	-30%
357	Icom	A, B or C	Accessories	CFFR5300SC	CFFR5300SC	Simulcast IP Repeater link card (requires UC-FR5300)	-30%
358	Icom	A, B or C	Accessories	CFUF8100	CFUF8100	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 Sftwre	-30%
373	Icom	A, B or C	Accessories	CSF14	CSF14	F14/F24 Program Sftwre 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	F3011/4011 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/F62D programming software	-30%
386	Icom	A, B or C	Accessories	CSF70/F1700	CSF70/F1700	Cloning Softwre F70/F80/F1721/F1821/F2721/F282	-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	CSKLD2	CSKLD2	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 OPC-478UC + OPC-980 cables.	-30%
399	Icom	A, B or C	Accessories	CSM506	CSM506	M506 programming software. Requires OPC-478UC + OPC-980 cables.	-30%
400	Icom	A, B or C	Accessories	CSM604A	CSM604A	M604A programming software	-30%
401	Icom	A, B or C	Accessories	CSM605	CSM605	Programming software for the M605. Includes MMSI reset dongle. Requires OPC2382 + OPC478UC for programming.	-30%
402	Icom	A, B or C	Accessories	CSM72	CSM72	M72 Programming Software	-30%
403	Icom	A, B or C	Accessories	CSM73	CSM73	Programming software for the M73	-30%
404	Icom	A, B or C	Accessories	CSM802	CSM802	M802 Program Software	-30%
405	Icom	A, B or C	Accessories	CSM85	CSM85	M85 programming software	-30%
406	Icom	A, B or C	Accessories	CSM92D/M424	CSM92D/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 fo 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	CST70	CST70	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-147S.	-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 mic for F30G series. IS approved to work with F30G IS radios.	-30%
419	Icom	A, B or C	Accessories	EX2785J01	EX2785J01	P25 activation software for F70/80 & 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 F9021	-30%
434	Icom	A, B or C	Accessories	FAS59V	FAS59V	150-174MHz standard antenna for the F50 & M88 (red ring)	-30%
435	Icom	A, B or C	Accessories	FAS61V	FAS61V	Standard antenna for GM1600	-30%
436	Icom	A, B or C	Accessories	FAS62VS	FAS62VS	150-162MHz stubby antenna for 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 17/32" or 115mm)	-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	FAS76UC	FAS76UC	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	FASC25U	FASC25U	400-430MHz antenna for LM portables	-30%
455	Icom	A, B or C	Accessories	FASC25V	FASC25V	136-150MHz antenna for LM portables	-30%
456	Icom	A, B or C	Accessories	FASC26US	FASC26US	400-450MHz stubby antenna for LM portables	-30%
457	Icom	A, B or C	Accessories	FASC26VS	FASC26VS	136-144MHz stubby antenna for LM portables	-30%
458	Icom	A, B or C	Accessories	FASC27VS	FASC27VS	142-150MHz stubby antenna for LM portables	-30%
459	Icom	A, B or C	Accessories	FASC28V	FASC28V	142-162MHz antenna for LM portables	-30%
460	Icom	A, B or C	Accessories	FASC29V	FASC29V	160-174MHz antenna for LM portables	-30%
461	Icom	A, B or C	Accessories	FASC55V	FASC55V	146-174MHz standard antenna for LM portables	-30%
462	Icom	A, B or C	Accessories	FASC56VS	FASC56VS	150-160MHz stubby antenna for LM portables	-30%
463	Icom	A, B or C	Accessories	FASC57U	FASC57U	430-470MHz standard antenna for LM radios (red ring)	-30%
464	Icom	A, B or C	Accessories	FASC57VS	FASC57VS	160-174MHz stubby antenna for LM portables	-30%
465	Icom	A, B or C	Accessories	FASC58V	FASC58V	Standard antenna M24/M34/M36/M85	-30%
466	Icom	A, B or C	Accessories	FASC59V	FASC59V	Standard antenna M25/M37/M93D/M92D	-30%
467	Icom	A, B or C	Accessories	FASC61UC	FASC61UC	380-520MHz cut antenna for the specific frequency desired	-30%
468	Icom	A, B or C	Accessories	FASC61VC	FASC61VC	136-174MHz cut antenna for the specific frequency desired	-30%
469	Icom	A, B or C	Accessories	FASC62V	FASC62V	150-160MHz high gain antenna for LM portables (10")	-30%
470	Icom	A, B or C	Accessories	FASC63V	FASC63V	155-165MHz high gain antenna for LM portables (9.5")	-30%
471	Icom	A, B or C	Accessories	FASC72U	FASC72U	470-512MHz antenna for LM portables	-30%
472	Icom	A, B or C	Accessories	FASC73US	FASC73US	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	HM126B	HM126B	Standard black front mount mic for M504	-30%
475	Icom	A, B or C	Accessories	HM126RB	HM126RB	Standard black rear mount mic for M504/M604	-30%
476	Icom	A, B or C	Accessories	HM128	HM128	Earphone-microphone with 2-pin straight connector	-30%

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Vendor (AF)

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 (squelch only) 2300H/V8000	-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	Covert durable 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	Lapel 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 M34/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	Intrinscially 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 BC-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-Impact Radio Accessories	A, B or C	Accessories	HM-HD7I6WP	HM-HD7I6WP	Large waterproof, high gain speaker microphone with 3.5mm accessory jack (14-pin connector)	-30%
550	Icom-Impact Radio Accessories	A, B or C	Accessories	HM-HD7I7WP	HM-HD7I7WP	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	IAJB1001	IAJB1001	Extension cable junction box for RMK5 or RMK7 that allows installer to connect 2 OPC2367s together for 52ft 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-RHCHG1	IAS BC-RHCHG1	100-240V single unit charger for RedHawk mic	-30%
572	Icom-Kirmuss & Associates	A, B or C	Accessories	IAS BC-RHCHG12	IAS BC-RHCHG12	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-RHI14	IAS OPC-RHI14	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-RHI1D	IAS OPC-RHI1D	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-RHI9	IAS OPC-RHI9	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 microhpone 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-FIPLEX	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-FIPLEX	A, B or C	Accessories	IASDUP1001	IASDUP1001	136-148 6 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
586	Icom-FIPLEX	A, B or C	Accessories	IASDUP1002	IASDUP1002	148-160 6 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
587	Icom-FIPLEX	A, B or C	Accessories	IASDUP1003	IASDUP1003	160-174 6 cavity 50W internal duplexer, 3MHz TX-RX separation	-30%
588	Icom-FIPLEX	A, B or C	Accessories	IASDUP1004	IASDUP1004	136-148 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
589	Icom-Amphenol Procom	A, B or C	Accessories	IASDUP1005	IASDUP1005	148-160 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
590	Icom-FIPLEX	A, B or C	Accessories	IASDUP1006	IASDUP1006	160-174 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
591	Icom-FIPLEX	A, B or C	Accessories	IASDUP1007	IASDUP1007	136-148 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%

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No.	Manufacturer	Product Category	Product Group	APC	Item	Short Description	MSRP % Discount
592	Icom-FIPLEX	A, B or C	Accessories	IASDUP1008	IASDUP1008	148-160 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
593	Icom-FIPLEX	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-Telewave	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-FIPLEX	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-FIPLEX	A, B or C	Accessories	IASDUP1038	IASDUP1038	470-490 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
601	Icom-FIPLEX	A, B or C	Accessories	IASDUP1039	IASDUP1039	490-512 6 cavity 50W internal duplexer, 5MHz TX-RX separation	-30%
602	Icom-FIPLEX	A, B or C	Accessories	IASDUP1040	IASDUP1040	400-440 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
603	Icom-FIPLEX	A, B or C	Accessories	IASDUP1041	IASDUP1041	440-470 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
604	Icom-FIPLEX	A, B or C	Accessories	IASDUP1042	IASDUP1042	470-490 6 cavity 50W internal duplexer, 10MHz TX-RX separation	-30%
605	Icom-FIPLEX	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	CY5000/6000 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 (SOMK); 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	IASPA510	IASPA510	144-154MHz 100W out, 2-5W in, 4RU power amplifier; 19" rack mountable	-30%
627	Icom-Crescend Technologies	A, B or C	Accessories	IASPA520	IASPA520	152-162MHz 100W out, 2-5W in, 4RU power amplifier; 19" rack mountable	-30%
628	Icom-FIPLEX	A, B or C	Accessories	IASPR1002	IASPR1002	150-174MHz 4 cavity pre-selector (assembly kit required with FR5000)	-30%
629	Icom-FIPLEX	A, B or C	Accessories	IASPR1010	IASPR1010	400-440MHz 4 cavity pre-selector (assembly kit required with FR6000)	-30%
630	Icom-FIPLEX	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 IASMNT1105	-30%
633	Icom-Innovative Circuit	A, B or C	Accessories	IASPS1220	IASPS1220	20A power supply 13.8VDC; requires mount for use in rack (IASMNT1102)	-30%
634	Icom-Innovative Circuit	A, B or C	Accessories	ICT CS120-20A/IC06	ICT CS120-20A/IC06	110V power supply & 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 & 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 ICO11	ICT ICO11	120V power supply and cabinet for base station use for A120	-30%
642	Icom-Innovative Circuit	A, B or C	Accessories	ICT ICO11 220V	ICT ICO11 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-I3	IMPACT HD3-I3	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-I5	IMPACT HD3-I5	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-I6	IMPACT HD3-I6	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 F9011/9511 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-AKAES	ISL-AKAES	AES activation code for F3400/F5400 series	-30%
649	Icom	A, B or C	Accessories	ISL-AKSTM	ISL-AKSTM	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 FIPS-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-P25W	ISL-P25W	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	IUK2CMA	IUK2CMA	Dual COMMANDMIC 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 ¼ 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 loop	-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 F70/80 series radios.	-30%
684	Icom-Bee Electronics	A, B or C	Accessories	LCF70S LOOP	LCF70S LOOP	Leather case with a belt loop for the F70/80 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 F9011/9021 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 F9011T/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 Bracke 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/IP1000C	-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 F1000/F3400/F7010/F52D/M85 series	-30%

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Vendor (AF)

No.	Manufacturer	Product Catergory	Product Group	APC	Item	Short Description	MSRP % Discount
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. 27/28/228H/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, 17ft 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, 58A/U PL259	-30%
745	Icom-PCTEL	A, B or C	Accessories	MOUNT 3	MOUNT 3	Black Magnetic Mount - 3 1/4" diameter, 12ft 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 F52D 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/9021T radios with a full keypad	-30%
766	Icom-Holsterguydotcom	A, B or C	Accessories	NCP1	NCP1	Nylon chest pack	-30%
767	Icom	A, B or C	Accessories	OPC025D	OPC025D	12V DC power cord with 6-pin connector for HF radios (718/706MK2/G/756PRO/2)	-30%
768	Icom	A, B or C	Accessories	OPC1000	OPC1000	6.1m/20ft connection cable to use with the HM126RB/RG/HM205RB/HM157 (mounting hardware req.)	-30%
769	Icom	A, B or C	Accessories	OPC1106	OPC1106	Seperation cable between controller and main unit (16.4ft) 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 & F70/80/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 F70/80/D portable radios	-30%
784	Icom	A, B or C	Accessories	OPC1540	OPC1540	6.1m/20ft connection 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 to use the HS94/95/97 for the F3001/4001/3101D/4101D & V80	-30%
793	Icom	A, B or C	Accessories	OPC2004LA	OPC2004LA	VOX conversion cable to to use the HS-97 for the F1000/D products	-30%
794	Icom	A, B or C	Accessories	OPC2006LS	OPC2006LS	Adapter plug with VOX and no PTT to 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	5m 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 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 F5360D/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%

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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 w/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	OPC440	OPC440	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	8m/26.2ft 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	Accesory 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-IAKVL1	OPC-IAKVL1	Interface Cable with RJ45 Connector between P25 mobiles & KA KVL125	-30%
858	Icom	A, B or C	Accessories	OPC-IAKVL14	OPC-IAKVL14	Interface Cable with 14 Pin Connector between P25 portable & KA KVL125	-30%
859	Icom-Otto Engineering	A, B or C	Accessories	OTTO V110822	OTTO V110822	2-Wire palm mic kit (earphone cable and mic/ptt cable) with 9-pin connector	-30%
860	Icom-Otto Engineering	A, B or C	Accessories	OTTO V1T12CD137	OTTO V1T12CD137	Throat Mic Svs w/tube ear piece and body PTT with 9 pin connector for F30G/40G	-30%
861	Icom-Otto 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-Otto Engineering	A, B or C	Accessories	OTTO V410514	OTTO V410514	Lightweight single speaker w/in-line ptt, padded headband (9-pin connector)	-30%
863	Icom-Otto Engineering	A, B or C	Accessories	OTTO V4EX2CC5	OTTO V4EX2CC5	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-IA100 already installed.	-30%
870	Icom	A, B or C	Accessories	RC28	RC28	Remote control USB encoder	-30%
871	Icom	A, B or C	Accessories	RCFS10	RCFS10	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	F1721/1821 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	RSMGR1	RSMGR1	Remote system manager software for IDAS MultiTrunk	-30%
884	Icom	A, B or C	Accessories	RSR8500	RSR8500	Remote control software R8500	-30%
885	Icom	A, B or C	Accessories	RSR8600	RSR8600	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-163MC/HM-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 (4Ohm)	-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 hailer/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 F70/80 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-P25AES license key to activate AES	-30%
925	Icom	A, B or C	Accessories	UT126H 03	UT126H 03	6.25kHz digital module for old PLL versions of the F3161/4161 or F5061/6061 radios	-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 MR1010RII	-30%
936	Icom	A, B or C	Accessories	VESP1	VESP1	LTE speakerphone unit	-30%
937	Icom	A, B or C	Accessories	VS1L	VS1L	VOX/PTT case with 2-pin right angle connector. Must use with HS94/HS95/HS97	-30%
938	Icom	A, B or C	Accessories	VS1MC	VS1MC	VOX/PTT case with 14-pin connector. Must use with HS94/HS95/HS97.	-30%
939	Icom	A, B or C	Accessories	VS1SC	VS1SC	VOX/PTT case with 9-pin connector. Must use with HS94/HS95/HS97.	-30%
940	Icom	A, B or C	Accessories	VS3	VS3	Compact clippable PTT Bluetooth with earphone via 3.5mm jack for all-day operation	-30%
941	Icom	A, B or C	Accessories	VS4LA	VS4LA	PTT switch cable to communicate using the HS94/95/97	-30%
942	Icom	A, B or C	Accessories	VS4MC	VS4MC	Cable with heavy duty PTT swith with 14-pin connector. Use with HS94/HS95/HS97.	-30%
943	Icom	A, B or C	Accessories	VS5MC	VS5MC	VOX/PTT switch cable to use with headset (HS94/95/97)	-30%

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

No.	Service		MSRP % Discount	Retail	$ Rate (indicate Hourly or	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.		*Multiple*	*Multiple*	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

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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			*Please refer to table in Section II.*	
5.	L3Harris	Standard Vendor Equipment			Equipment listed in the catalog with equipment codes V, VC, and 77.	10%
6.	L3Harris	Non-Standard Vendor Equipment			Equipment listed in the catalog with other equipment codes not listed above.	0%
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State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

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%

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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 CONSOLETTE	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 Stnd 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%

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77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	15.00%
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 CONSOLETTE	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%

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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	MOTOBRIDGE	MOTOBRIDGE	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%

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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 CONSOLETTE	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%

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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%

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Vendor (AH)

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

BID PRICING RESPONSE FORM

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

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

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

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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 3rd Party Services - Recurring	Wave on Cloud 3rd 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 3rd Party Hardware and Software	Wave on Cloud 3rd 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%

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

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Vendor (AJ)

State of New Mexico
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BID PRICING RESPONSE FORM

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

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

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

State of New Mexico
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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.						
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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor: **8 Vendors (See Page 6 – Page 7)**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Price Agreement Number**:** **40-00000-24-00092**

Payment Terms**:** **Net 30**

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

Delivery**:** **As Required**

Procurement Specialist**:** **Kimberly A Hunt-Brown**

Telephone No.**:** **(505) 490-3152** KAHB

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

Title**:** **Radar/Lidar Devices and Accessories**

Term**:** **March 4, 2025 – March 3, 2026**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/4/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

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,

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

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

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

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

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

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

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

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

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

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

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

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on 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

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

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

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
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.

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Awarded Vendors:

(AA) 0000045699
AM Signal, LLC
8100 Southpark Way, Unit A10
Littleton, CO 80120
Contact: Gale Nation
720-348-6925
gale@amsignal.com

Payment Term: Net 30
Delivery: As Requested. Lead times vary dependent on product: approximately 4 - 8 weeks.

(AB) 0000044185
Applied Concepts Inc.
dba: Stalker Radar
PO Box 972943
Dallas, TX 75397-2943
Contact: William H. Titterington
972-398-3780
sales@stalkerradar.com

Payment Term: Net 30
Delivery: Radar and Lidar, 45 Days ARO. All others, 60 Days ARO.

(AC) 0000073738
All Traffic Solutions, Inc.
PO Box 221410
Chantilly, VA 20153
Contact: Kabir Uddin
866-366-6602
sales@alltrafficsolutions.com

Payment Term: Net 30
Delivery: As Requested

(AD) 0000155534
Kevin Kocharoff, dba:
Blue Sky Upfitting, LLC
48 Wind Dancer Road
Edgewood, NM 87015
Contact: Kevin Kocharoff
505-553-5239
blueskyupfitting@yahoo.com

Payment Term: Net 30
Delivery: As Requested

(AE) 0000185107
Decatur Electronics LLC
920 South Andreasen Drive, Suite 103
Escondido, CA 92029
Contact: Jen Robert
800-428-4315
jenr@decaturelectronics.com

Payment Term: Net 30
Delivery: 30 Days

(AF) 0000015546
Kustom Signals
10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
Contact: Jim Lindquist
913-492-1400
sales@kustomsignals.com

Payment Term: Net 30
Delivery: 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214

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(AG) 0000045409
Laser Technology, Inc.
6912 S Quentin Street
Centennial, CO 80112-4538
Cheri Miller
303-649-1000
cmiller@lasertech.com

Payment Term: Net 30
Delivery: 30 Days ARO; Remit to: Laser Technology, Inc.,
c/o Key Bank, PO Box 1068, Englewood, CO 80150-1068

(AH) 0000042032
MPH Industries, Inc.
PO Box 896870
Charlotte, NC 28289-6870
Contact: Eric Ruud
888-689-9222
info@mphindustries.com

Payment Term: Net 30
Delivery: 30 days from receipt of Purchase Order

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Specifications:

The State of New Mexico wishes to establish a Statewide Price Agreement for the purchase, installation and/or repair of Radars, Lidars, Speed Detection Devices and Accessories. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law.

These specifications are intended to describe items for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

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

Method of Award:
Award will go to the lowest responsible bidder meeting minimum specifications, terms and conditions.
The State reserves the right to award to multiple vendors per item and make, whichever best serves the interest of the State of New Mexico.

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

Tax Note:
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 User Agency.

Payment Provisions:
Within fifteen (15) days after the date the Department receives written notice from the Awarded Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. The date of written notice from the Awarded Vendor cannot be prior to the date of receipt of the products and/or completion of services. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Awarded Vendor that payment is requested, provide to the Awarded Vendor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Awarded Vendor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Awarded Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) 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 Awarded Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Awarded Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

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Payment or Acceptance Not Conclusive:
No payment made under this agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Awarded Vendor from corrections of the defects. The final acceptance shall not be binding upon the user agency or the State, nor conclusive, should it subsequently develop the Awarded Vendor had furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the user agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Awarded Vendor.

Shipping Note:
Awarded Vendors shall prepay freight and add to invoice as a separate item.

Inspection of Work:
Representatives of the ordering agencies shall have access, at any reasonable time, to the Awarded Vendor's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

General Conditions:
Awarded Vendors will be required to furnish Agencies and/or Institutions with the most recent manufacturer's list price as a basis for ordering, upon request.

Each agency and/or institution will place their own orders and verify in writing the items being purchased are listed in the manufacturers' catalog. Invoicing and payments are to be handled by each agency/institution. Agencies and/or institutions shall provide Awarded Vendors with name(s) of contact personnel authorized to act as representative of their agencies, for this Price Agreement.

Local governments utilizing this Price Agreement must confirm pricing and availability from an Awarded Vendor prior to ordering.

Delivery shall be F.O.B. destination as specified at the time of order. Vendor is to ship only completed orders; partial shipments will not be accepted. Prior to shipping, Awarded Vendor must call 24 hours in advance to receive delivery instructions and to ensure warehouse gates are open, if applicable.

Payment terms are net 30 days. Invoices are to be submitted to the using agency/institution detailing items ordered, shipped, and buyer's name if applicable. Shipping cost and local or State gross receipt tax shall be quoted and billed as a separate item on quotes and invoices at the time of ordering/price quoting.

Product Availability:
Awarded Vendor(s) must communicate manufacturer's discontinuation of any products to the Procurement Officer in writing within five (5) business days. In such instances, Awarded Vendors shall work with the Procurement Officer(s) to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Awarded Vendor(s) shall offer replacements of discontinued products at least thirty (30) days prior to substitution, including replacement part number, description, list price, applicable discount (which should be the same or be greater than the discontinued items) and final price.

Warranties:
In accordance of manufacturer's policies, the Awarded Vendor shall warrant and guarantee all parts and accessories purchased under this Price Agreement, any added stipulation by the vendor will not be accepted by the State.

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Quantities:
No guaranteed quantities will be purchased of any item in a fiscal year.

Escalation/Reduction:
Awarded Vendor shall keep pricing fixed for the first year of this Agreement. Thereafter, SPD and the Awarded Vendor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Vendor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No*** price increase may result in a higher profit margin for the Awarded Vendor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the Awarded Vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:
1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

Minimum Requirements:

Description of Devices:
These specifications describe different types of radar, lidar, and speed measuring devices. This includes handheld devices, stationary and moving speed measuring devices, pole mounted devices, radar trailers, portable speed detection devices, and several qualities of semi-permanent mount radar units as well as lidar speed measuring devices. The systems must be suitable for high-speed traffic enforcement by New Mexico State Police and other political subdivision law enforcement agencies.

Intent:
It is the intent of the specifications, as developed, to define the minimum level of quality of merchandise and services required by user agencies. The fact that a product is shown as an acceptable brand by a manufacturer will be considered to be quality evidence that the manufacturer can supply a product of the same or equivalent type and quality being requested. Replacement or alternate products provided by an Awarded Vendor in lieu of a discontinued item must be approved by the ordering Agency or entity prior to the original item being ordered and accepted for use by the customer, and all technical requirements of this ITB/Price Agreement shall apply to the replacement item in the same manner as the original item. All items bid herein shall have current Federal Communications Commission (FCC) grant of equipment authorization.

Acceptable Equipment:
All items offered shall be new, current production models with standard equipment unless otherwise stated and may not be "one off" type units, or customized units, that are specially built to meet requirements either for this ITB or any Price Agreement resulting from this ITB.

Only complete units conforming to specifications with carrying cases, operator's manuals, coiled power cords, battery packs and mounting brackets will be acceptable.

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Awarded Vendors should have service facilities within the state of New Mexico and be able to either repair parts or have repair parts readily available to purchase without unnecessary delay. As part of their bid response, Bidders **must identify an authorized service facility** that will provide maintenance/service in the space provided at the end of the ITB Items List.

Vendors **must submit with their bid** descriptive literature for each item bid to allow determination of whether that item meets the minimum specifications. Vendors are **not** required to bid on each item.

Stationary/Moving Radar Unit (Items 1, 2, 3, 4, 5, 6):

Specification:

a) The unit shall be designed for stationary or moving use with accompanying semi-permanent mounting brackets. The unit must be designed to be airbag-friendly. The unit must be available with dual antenna.

b) The unit shall operate on either K-Band or KA-Band and shall feature digital signal processing.

c) The unit must accommodate speedometer input. The unit shall have a 12-Volt cigarette lighter type power cord. The unit must be separable from the antenna for service.

d) The unit shall have illuminated, solid state, digital signal readouts, displaying patrol and target speeds simultaneously (in miles per hour) which adjusts to ambient light conditions. The unit must feature a third window to display a target's locked speed, as well as the capability to blank the patrol speed. The readouts must be capable of light segment testing.

e) The unit must be able to measure a standard sedan at a minimum of three-tenths (0.3) miles on level terrain in dry weather conditions, approaching or receding, at speeds of ten (10) to one hundred twenty (120) MPH or greater. Unit must be able to retain patrol speeds from ten (10) to seventy (70) MPH or greater. Accuracy must be within +/- one (1) MPH in stationary mode, +/- two (2) MPH in moving mode.

f) The unit must feature a manual display speed lock and Doppler audio, audible through an internal speaker. The unit must feature a corded remote (a cordless remote is acceptable). The unit must have compatible cable ports & software to interface with the in-car video system.

g) Each unit must be accompanied by two serialized tuning forks to externally verify the accuracy of the unit, both in moving and stationary modes. Calibration certification must accompany the tuning forks.

h) Certification forms and descriptive literature must accompany each unit.

Handheld Type Radar and Lidar Devices (Items 7, 8, 9, 10, 11):

Specification:

a) The unit must be eye safe and feature two windows (transmit and receive).

b) The unit must be self-testing, as well as operator test capable. The unit must operate at temperatures of negative twenty (-20) to positive one hundred and forty (+140) degrees Fahrenheit.

c) The unit must be able to measure speeds up to 200 MPH, accurate +/- one (1) MPH, at ranges ten (10) to two thousand (2,000) feet (minimum).

d) The unit must be able to measure distances accurate to +/-six (6) inches to +/- one (1) foot.

e) The unit must normally acquire a target in three-tenths (0.3) seconds.

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f) The unit must readout the speed or distance in active matrix LCD display (must be backlit for night use).

g) The unit may be battery powered or corded; if corded, cord must be heavy duty, twelve (12) volt, and cigarette lighter type with strain relief at the unit.

Stationary Trailer Mounted Radar Unit (Items 12, 13):

Specification:

a) The unit shall be designed for stationary use with accompanying trailer mounted unit, quick fold down design with two (2) inches ball, extended tongue axle locks, tamper proof storage box to house power source. DOT light for towing.

b) The unit shall operate on true Doppler K-Band directional radar unit to display approaching traffic speeds. The unit must offer an internal clock/calendar as an option.

c) The unit shall feature a two (2) digit eighteen (18) inches amber LED speed display for highway visibility and adjust for to all ambient light conditions. The faceplate shall be shatterproof safety glass with see through capability for view of pedestrians and on-coming traffic.

d) The unit must be able to measure a standard sedan at a minimum of three-tenths (0.3) miles on level terrain in wet or dry weather conditions, approaching or receding, at speeds of ten (10) to ninety (90) MPH. Unit must have accuracy within +/- two (2) MPH in moving mode.

Pole Mounted and Portable Radar Unit (Items 14, 15, 16):

Specification:

a) The unit shall be designed for stationary use with use in school zones and streets where the speed limit changes on a regular basis.

b) The unit shall operate on true Doppler K-Band directional radar unit to display approaching traffic speeds.

Item 17:

Bidders **must enter a percentage discount amount.** Percentage Discount is a set discount, not variable discount, i.e. set discount of twelve percent (12%) rather than ten to fifteen percent (10-15%) variable discount. **If Bidder provides a variable discount, the bid will be deemed non-responsive.**

If discount is zero percent (0%), then zero percent (0%) **must** be indicated. The State Purchasing Division cannot assume a blank space is a zero percent (0%) discount. **If your bid contains a blank space it may be deemed non-responsive and may be disqualified.**

Note to Bidders: The New Mexico State Police utilizes the following make and models for their patrol: Ford Explorer PIU; Ford F150 Responder; Ford Expedition SSV; Ford F250; Chevy Tahoe PPV; Chevy Silverado PPV; Dodge Durango Pursuit; Ram 1500 SSV; Ram 2500. Other agencies throughout the state may use either the same **OR** alternate vehicles depending upon their specific needs.

Additional Required Information:

Bidders shall indicate the name and physical location of the authorized service facility that will provide maintenance/service to meet the requirements of this ITB/Price Agreement in the space provided at the end of the Items List. Include the name and contact information of the person with whom service can be arranged.

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

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AA) AM Signal, LLC

Item	Approx. Qty.	UOM	Article and Description	Discount % or Unit Price
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: Radarsign Model: (A) TC-600 AC Radar Speed Sign (B) TC--600 Solar Powered Radar Speed Sign **See below for optional alerts and mounts	(A) $2,999.00 (B) $3,709.00
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: Radarsign Model: (A) TC-600 AC Radar Speed Sign (B) TC--600 Solar Powered Radar Speed Sign **Includes Streetsmart Software and additional alerts: White Strobe/Camera Flash and Red/Blue Police Alert **See below for optional alerts and mounts	(A) $3,196.00 (B) $3,906.00
16	1	EA - Each	Portable Radar Type Unit. Make: Radarsign Model: (A) TC-400 Battery Radar Speed Sign (B) TC--400 Battery Radar Speed Sign with Streetsmart Software **See below for optional alerts and mounts	(A) $2,989.00 (B) $3,186.00
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only.	10%

Additional Required Information:

Authorized Service Facility Location:
Radarsign (manufacturer), 1220 Kennestone Circle, Suite 130, Maretta, GA

Service Contact Name/Telephone Number: Ben Thurkill, 720-348-6925
Complate an RMA form at www.amsignal.com/rma and a customer service representative will contact you with the next steps.

***** 4 Items Awarded *****

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

(AA) AM Signal, LLC (continued)

Below are the optional alerts and mounting hardware that are available for #14 and #15 Pole Mounted Radar Units: Basic and Advanced TC-600 Radarsign

Qty	Part #	Description	Unit Price	UOM
1	AA061	Optional white with simulated Camera Flash	$90.00	EA
1	AA099	Optional Red/Blue Strobe alert (TC-800/TC-1100)	$90.00	EA
1	AA100	Optional Strobe Bundle (Alternating RED/BLUE, WHITE simulated camera flash)	$180.00	EA
1	AA068	Optional Smiley Face Message Alert	$90.00	EA
1	AA069	Optional Left/Right Chevrons Alert	$90.00	EA
1	AA070	Optional SHARP CURVE Message Alert	$90.00	EA
1	AA071	Optional FINE $xxx Message Alert	$90.00	EA
1	AA082	Optional THANK YOU Message Alert	$90.00	EA
1	AA083	Optional SCHOOL ZONE Message Alert	$90.00	EA
1	SL00xx	R2-1 Speed Limit Sign 24" x 30" | xx = MPH | please specify 15, 20, 25, 30, 35, 40, 45, 50	$115.00	EA
1	RS023	Substitute YOUR SPEED faceplate | 30"w x 36"h Oversized | White | for standard 28" x 33"	$65.00	EA
1	RS027	Hyper-Alert YOUR SPEED faceplate | dual 4" cluster | 68 LED | 30" x 36" | WHITE faceplate - Available in yellow	$325.00	EA
1	RB030	Battery: 18 Amp/Hour Lead Acid AGM, 12V | For use with all solar models	$100.00	EA
1	RS-MODEM-1	Cloud Service for remote access and programming of radar speed sign and/or beacons. Also uploads traffic data every day. 90 day free trial. (Annual renewal fee: $400)	$400.00	EA
1	AA067	Advanced Scheduler (Available for ALL Models) | Date/Time Calendar Programmer allows you to schedule sign operation by date for entire year	$105.00	EA
1	EC091	Relay Switch for External Devices | Activates an external device from an AC or solar powered radar sign. Also allows external device to trigger radar sign | Required with Hyper-Alerts option on TC-600 or TC-800)	$108.00	EA

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

(AA) AM Signal, LLC (continued)

Below are the optional alerts and mounting hardware that are available for #16 Portable Radar Type Unit: Battery Powered TC-400 Radarsign

Qty	Part #	Description	Unit Price	UOM
1	AA061	Optional white with simulated Camera Flash	$90.00	EA
1	AA099	Optional Red/Blue Strobe alert (TC-800/TC-1100)	$90.00	EA
1	AA100	Optional Strobe Bundle (Alternating RED/BLUE, WHITE simulated camera flash)	$180.00	EA
1	AA044	Additional Universal mounting bracket | for use with TC-400 only	$55.00	EA
1	RB034	Additional 20 Amp/Hour, 12V Lithium Iron Phosphate (LiFePO4) phosphate battery	$340.00	EA
1	AA056	RADAR ON THE GO TRAILER HITCH MOUNT	$550.00	EA
1	KT001	Mobile Patrol Stand - Supports TC-400 models. Powder coat safety orange with wheels.	$1,125.00	EA

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AB) Applied Concepts – Stalker Radar

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
1	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Basic Type. Make: _____Stalker Radar_____ Model: ____Patrol_____	9%
2	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Basic Type. Make: _____Stalker Radar_____ Model: ___DUAL-SL_____	9%
4	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Intermediate Type. Make: _____Stalker Radar_____ Model: _____DSR_____	9%
6	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X Fast Lock____	9%
6B	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X Fast Lock w/LCD Display____	9%
6C	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X Generic Motorcycle w/LED Display____ *Comment: Motorcycle version – Generic*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
6D	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X Honda ST 1300 Motorcycle w/LED Display____ *Comment: Motorcycle version – Honda*	9%
6E	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X Harley Davidson Motorcycle w/LED Display____ *Comment: Motorcycle version - Harley Davidson*	9%
6F	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X C Motorcycle w/LED Display 1200 R-TP __ *Comment: Motorcycle version – BMW*	9%
6G	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X 2015 BMW Motorcycle w/LED Display 1200 R-TP __ *Comment: Motorcycle version – BMW*	9%
6H	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X Harley Davidson Motorcycle w/LED Display 2021-Present _ *Comment: Motorcycle version - Harley Davidson*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
6I	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _____Stalker Radar_____ Model:__2X BMW 1250RT-P Motorcycle w/LED Display 2021-Present_ *Comment: Motorcycle version – BMW*	9%
7	1	EA - Each	Handheld Radar Unit Basic Type. Make: _____Stalker Radar_____ Model:____Stalker II SDR_____	9%
8	1	EA - Each	Handheld Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _____Stalker II MDR_____	9%
9	1	EA - Each	Handheld Lidar Unit Basic Type. Make: _____Stalker Radar_____ Model: _____Lidar XS_____	9%
10	1	EA - Each	Handheld Lidar Unit Intermediate Type. Make: _____Stalker Radar_____ Model: _____Lidar XLR_____	9%
11	1	EA - Each	Handheld Lidar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _____Lidar RLR_____	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
12	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _____SAM_____ Option: _Horizontal or Vertical Display_____ *Comment: Speed Awareness Monitor, 360 degree rotation, with elevation of Speed Limit sign to 7'. Horizontal or Vertical configuration determined at time of order. Many additional options offered at MSRP - 9%*	9%
12A	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _MC 360 3'X6' Solar, Jack, Stats, Wheel Lock__ Option: _____ *Comment: Many additional options offered at MSRP - 9%*	9%
12B	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _MC 360 3'X6' Solar, Jack, Stats, Wheel Lock__ Option: _____ *Comment: Many additional options offered at MSRP - 9%*	9%
12C	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _MC 360 3'X6' ALPR Ready_ Option: _____ *Comment: Many additional options offered at MSRP - 9%*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
12D	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _MC 360 3'X6' Msg Only, Solar, Jack – No Speed Feedback_ Option: _____ *Comment: Many additional options offered at MSRP - 9%*	9%
13	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _MC 360 4'X8' Solar, Jack, Stats, Wheel Lock Option:_____ *Comment: Many additional options offered at MSRP -9%*	9%
13B	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _MC 360 4'X8' w/Strobes, Solar, Jack, Stats, Wheel Lock Option:_____ *Comment: Many additional options offered at MSRP -9%*	9%
13C	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _MC 360 4'X8' ALPR Ready Option:_____ *Comment: Many additional options offered at MSRP -9%*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
13D	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _MC 360 4'X8' MSG Only, Solar, Jack – No Speed Feedback Option:_____ *Comment: Many additional options offered at MSRP -9%*	9%
13E	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _MC 360 6'X10.5' 3-Line Message Center Option:_____ *Comment: Many additional options offered at MSRP -9%*	9%
13F	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _MC 360 6.6'X11' Full Matrix Message Center Option:_____ *Comment: Many additional options offered at MSRP -9%*	9%
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _PMG 12" Pole Mounted Speed Sign-AC_ *Comment: AC models are wired for 110V-240V power at the pole.*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
14B	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _PMG 15" Pole Mounted Speed Sign-AC_ _ *Comment: AC models are wired for 110V-240V power at the pole.*	9%
14C	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: _____Stalker Radar_____ Model: _PMG 18" Pole Mounted Speed Sign-AC_ _ *Comment: AC models are wired for 110V-240V power at the pole.*	9%
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _PMG 12" Pole Mounted Speed Sign-SP_ _ *Comment: SP Models-wired to included solar panel listed. Mount and hardware included. Battery box and 4' cable included. 50W & 100W Car batteries for solar cannot ship. Must purchase locally. Many additional options offered at MSRP - 9%*	9%
15B	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _PMG 15" Pole Mounted Speed Sign-SP_ _ *Comment: SP Models-wired to included solar panel listed. Mount and hardware included. Battery box and 4' cable included. 50W & 100W Car batteries for solar cannot ship. Must purchase locally. Many additional options offered at MSRP - 9%*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
15C	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _PMG 18" Pole Mounted Speed Sign-SP_ *Comment: SP Models-wired to included solar panel listed. Mount and hardware included. Battery box and 4' cable included. 50W & 100W Car batteries for solar cannot ship. Must purchase locally. Many additional options offered at MSRP - 9%*	9%
15D	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _PMG 12" Pole Mounted Speed Sign-DB_ *Comment: DB models include integrated, secure quad-bay SLA battery carrier. User can hot-swap batteries in the field. 2 batteries included. Additional batteries (200-1397-00) optional. Many additional options offered at MSRP - 9%*	9%
15E	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _PMG 15" Pole Mounted Speed Sign-DB_ *Comment: DB models include integrated, secure quad-bay SLA battery carrier. User can hot-swap batteries in the field. 2 batteries included. Additional batteries (200-1397-00) optional. Many additional options offered at MSRP - 9%*	9%
15F	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _____Stalker Radar_____ Model: _PMG 18" Pole Mounted Speed Sign-DB_ *Comment: DB models include integrated, secure quad-bay SLA battery carrier. User can hot-swap batteries in the field. 2 batteries included. Additional batteries (200-1397-00) optional. Many additional options offered at MSRP - 9%*	9%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
16	1	EA - Each	Portable Radar Type Unit. Make: _____Stalker Radar_____ Model: _TDC 2, Traffic Data Collector 2__	9%
16B	1	EA - Each	Portable Radar Type Unit. Make: _____Stalker Radar_____ Model: _TDC 2, Traffic Data Collector 2 & Solar__ *Comment: Delivered turnkey with solar panel kit*	9%
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only. *Comment: Many additional options or accessories offered for all products selected above at MSRP - 9%*	9%
18	1	HR - Hour	Labor Rate for Installation only. *Comment: Not Applicable. As the manufacturer we do not install. We support specialty Upfitters or Fleet Depts.*	(No Bid)
19	1	HR - Hour	Labor Rate for Repair only. *Comment: Labor rates do not include parts for repairs or parts to bring the unit into compliance for recertification. Please see the 2024 Stalker Rate Schedule for full details.*	$90.00
20	1	EA - Each	Custom Mount: Vendor to provide pricing for orders that require custom mounting. *Comment: The price to the customer depends on the model, year and may possibly be less.*	$250.00

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
Additional Required Information:				

Authorized Service Facility Location: Various locations throughout the country. Authorized Service Repair partners listed online at www.stalkerradar.com
Also the manufacturers facility. Applied Concepts, Inc. 855 E. Collins Blvd., Richardson, TX 75081

Service Contact Name/Telephone Number: Applied Concepts, Inc. / Stalker Radar Call Hours: Monday-Friday 8AM-5PM CT. Toll Free (877) 782-5537 Ext. 222.

Online Service Tickets or Return Authorization Tickets. https://www.stalkerradar.com/support_centers.php

***** 17 Items Awarded *****

(AB) Applied Concepts – Stalker Radar (continued)

Highway Safety & Traffic Control Products
RATE SCHEDULE 01.30.24

Calibrations/Certifications	All Calibrations $55.00 + other charges as necessary
Price per Unit (Radar)	$95 Stalker Radar
Price per Unit (Laser)	$155 Stalker Lidar
Price per tuning fork	$30 per fork
Repairs	
Counting Units	$240.00
Displays	$165.00
Antennas	$540
Lidar	$510 X-Series; $560 R-Series

Notes
If repairs are minor, a $60 minimum repair fee may be used in place of the flat rate pricing.
An estimate will be sent for all out of warranty units sent in for repair. If the repair is declined, a $60 diagnostic fee/charge will be created.
All repairs not covered under the flat rate pricing structure will be billed at $90 hr. labor + parts. All repairs are warrantied for 90 days.
All pricing does not include shipping. All customers are required to obtain an RMA number prior to sending their equipment to the factory for repair.
Products are serviceable for a minimum of 7 years from the manufacture date.
If unit is older than 7 years, an additional 15% fee applies.

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AC) All Traffic Solutions, Inc.

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
12	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _All Traffic Solutions, Inc._ Model: _SpeedAlert 18B - With ATS-5 Trailer - No Cloud _ Option: _____ *Comment: Item # 4001955NM | List Price: $10,261.18 | Discounted Price: $9,440.29*	8%
13	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _All Traffic Solutions, Inc._ Model: _SpeedAlert 18 - With ATS-5 Trailer & Cloud__ Option: _____ *Comment: Item # 4001803NM | List Price: $11,779.01 | Discounted Price: $10,836.69*	8%
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: _All Traffic Solutions, Inc._ Model: _Shield 12B - With Integrated Solar - No Cloud_ *Comment: Item # 4001858NM | List Price: $3,542.46 | Discounted Price: $3,259.06*	8%
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _All Traffic Solutions, Inc._ Model: _Shield 12 - With Integrated Solar and Cloud_ *Comment: Item # 4001850NM | List Price: $5,442.44 | Discounted Price: $5,007.04*	8%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
16	1	EA - Each	Portable Radar Type Unit. Make: _All Traffic Solutions, Inc._ Model: _Shield 12B - With 2 Batteries - No Cloud_ *Comment: Item # 4001868NM | List Price: $3,167.10 | Discounted Price: $2,913.73*	8%
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only. *Comments: The manufacturer's (bidder's) price list for Radars, Lidars, Speed Detection Devices, and their accessories is attached as an Excel file titled "Manufacturers Price List NM ITB SPA" for your review. The price list includes additional size options for signs offered for items 12 through 16. For items 12 and 13, the larger variant of the SpeedAlert 18 Radar Message Sign is the SpeedAlert 24 Radar Message Sign. For items 14, 15, and 16, the larger variant of the Shield 12 Radar Speed Display is the Shield 15 Radar Speed Display. Additional accessory, power, mounting, software, and ALPR/surveillance options are also offered.*	8%

Additional Required Information:

Authorized Service Facility Location: 3100 Research Dr, State College, PA 16801

Service Contact Name/Telephone Number: All Traffic Solutions Customer Support | Toll Free: 866-366-6602 Option 2

Comment: Service facility is owned and operated by All Traffic Solutions, Inc. (ATS). Customer support is based in the U.S and is provided by employees directly hired by ATS. Customer Support can also be reached via email or The ATS Support Webpage. (support@alltrafficsolutions.com | https://www.alltrafficsolutions.com/support/)

***** 6 Items Awarded *****

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

(AC) All Traffic Solutions, Inc. (continued)

All Traffic Solutions, Inc. Products and Prices List

Item Number	Item Description	List Price	Discount	Discounted Price
	A. Base Model Radar Speed Displays & Radar Message Signs			
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	$2,849.00	8%	$2,621.08
4000566	Shield 15 Speed Display; base unit w/ mounting bracket	$3,417.00	8%	$3,143.64
4000741	SpeedAlert 18 Radar Message Sign (RMS); base unit w/ mounting bracket	$3,892.32	8%	$3,580.93
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	$9,777.72	8%	$8,995.50
4000863	Shield 12B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TraffiCloud	$2,449.02	8%	$2,253.10
4000872	Shield 15B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TraffiCloud	$2,623.44	8%	$2,413.56
4000885	SpeedAlert 18B Radar Message Sign (RMS); base unit w/ mounting bracket, Can be Upgraded to TraffiCloud	$3,677.10	8%	$3,382.93
	Base Model Options for Radar Speed Displays & Radar Message Signs			
4000631	Bluetooth: allows wireless control from supported Bluetooth enabled devices (purchased separately)	$420.24	8%	$386.62
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	$525.30	8%	$483.28
4000520	Violator Alert; White flash helps draw attention to the driver's speed	$368.22	8%	$338.76
4000793	Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	$420.24	8%	$386.62
4000811	Strobe Color: White (Requires 4000793 Dual Violator Strobe)	$0.00	8%	$0.00
4001619	Strobe Color: Blue and White (Requires 4000793 Dual Violator Strobe)	$0.00	8%	$0.00
4001170	Strobe Color: Blue (Requires 4000793 Dual Violator Strobe)	$0.00	8%	$0.00
4000826	Strobe Color: Red and Blue (Requires 4000793 Dual Violator Strobe)	$0.00	8%	$0.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	$840.48	8%	$773.24
4001792	Violator Strobe, Red, White, and Blue for ATS-5 for use with SA24	$1,045.50	8%	$961.86
4001793	Violator Strobe, Blue for ATS-5 for use with SA24	$1,045.50	8%	$961.86
4001794	Violator Strobe, Amber for ATS-5 for use with SA24	$1,045.50	8%	$961.86
4001795	Violator Strobe, Blue and White for ATS-5 for use with SA24	$1,045.50	8%	$961.86
4001844	Violator Strobe, Green and White for ATS-5 for use with SA24	$1,045.50	8%	$961.86
4001796	Violator Strobe, Amber and White for ATS-5 for use with SA24	$1,045.50	8%	$961.86
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, ($3000 Value, requires Traffic or Message Suite)	$0.00	8%	$0.00
4001887	All Options Activation: Bluetooth, Logs, and Pictures ($2500 Value, requires Message Suite)	$0.00	8%	$0.00
4000274	Opt Violator Alert Horn -120db alert at user set speed	$368.22	8%	$338.76
4000794	External Antenna for Shield 12 & 15, for areas with weak cellular service	$97.82	8%	$89.99
4000915	External Antenna for iA18 & SA18 pole mount, for areas with weak cellular service	$97.15	8%	$89.38
4000914	External Antenna for iA24 & SA24 pole mount, for areas with weak cellular service	$97.15	8%	$89.38

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item Number	Item Description	List Price	Discount	Discounted Price
4000833	External Antenna for Trailer, for areas with weak cellular service	$97.79	8%	$89.97
	Cloud Software App Suites for Base Model Radar Speed Displays & Radar Message Signs			
4001863	App, TraffiCloud Stats Suite for StatTrak (6mo); Equip Mgmt, Reporting, and Mapping	$475.00	8%	$437.00
4000947	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$1,100.00	8%	$1,012.00
4001270	App, Traffic Suite (24mo); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$2,200.00	8%	$2,024.00
4001288	App, Traffic Suite (36mo); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$3,300.00	8%	$3,036.00
4001666	App, Traffic Suite (48mo); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$4,400.00	8%	$4,048.00
4001285	App, Traffic Suite (60mo); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$5,500.00	8%	$5,060.00
4001685	App, Traffic Suite (120mo); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$11,000.00	8%	$10,120.00
4001281	App, Traffic Suite (monthly ext); Equip Mgmt, Reporting, Image Mgmt, Alerts and Mapping (PremierCare not included)	$91.67	8%	$84.34
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$1,500.00	8%	$1,380.00
4000772	App, Traffic Suite (24mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$3,000.00	8%	$2,760.00
4000773	App, Traffic Suite (36mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$4,500.00	8%	$4,140.00
4000887	App, Traffic Suite (48mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$6,000.00	8%	$5,520.00
4001235	App, Traffic Suite (60mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$7,500.00	8%	$6,900.00
4001684	App, Traffic Suite (120mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$15,000.00	8%	$13,800.00
4000788	App, Traffic Suite (monthly ext); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	$125.00	8%	$115.00
4001112	Fast Update add on for TraffiCloud subscription, 1 minute frequency (12 mo)	$1,050.60	8%	$966.55
4001624	Fast Update add on for TraffiCloud subscription, 1 minute frequency (24 mo)	$1,155.66	8%	$1,063.21
4001625	Fast Update add on for TraffiCloud subscription, 1 minute frequency (36 mo)	$1,734.00	8%	$1,595.28
4000750	App, Mobile User Interface perpetual license (only 1 required per account?Bluetooth required, enabled separately)	$100.00	8%	$92.00
	Mounting Parts and Options for Base Model Radar Speed Displays & Radar Message Signs			
4001621	ATS-5 Trailer for SH15 or IA/SA18 includes: 235Ah Batteries, & Trailer Certificate of Origin	$5,261.69	8%	$4,840.75
4001622	ATS-5 Trailer for IA/SA24 includes: 470Ah Batteries & Trailer Certificate of Origin	$5,733.24	8%	$5,274.58
4001681	Portable Post for IA/SA 24 and Mounting Bracket	$891.48	8%	$820.16
4001686	Hitch Mount for IA/SA 24 includes bracket	$929.22	8%	$854.88
4000173	Trailer, ATS-5 (select power separately)	$4,544.10	8%	$4,180.57

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Item Number	Item Description	List Price	Discount	Discounted Price
4001815	ATS-5 Option, Custom Paint - Specify color	$1,020.00	8%	$938.40
4001763	Trailer, ATS-3, 100W solar panel included	$4,150.38	8%	$3,818.35
4001821	ATS-3 trailer for SH12 includes 11.5Ah integrated solar and 100W panel	$4,746.06	8%	$4,366.38
4001823	ATS-3 trailer for SH15 includes 28Ah integrated solar and 100W panel	$5,133.66	8%	$4,722.97
4001825	ATS-3 trailer for iA/SA18 includes 33Ah integrated solar and 100W panel	$5,133.66	8%	$4,722.97
4000263	Portable post, standard, folding assembly (add mounting bracket separately)	$566.10	8%	$520.81
4000247	Hitch mount, for 1.25" & 2" hitch, includes: trailer connector & hardware	$603.84	8%	$555.53
4000521	Mount Kit, (Sh12,Sh15,SA18,iA18) addt'l mounting bracket, includes: bracket & hardware for pole	$131.58	8%	$121.05
4000181	Mount Kit, iA24 mounting bracket incl: bracket & hardware for pole or post	$325.38	8%	$299.35
4000765	Mount Kit, adaptable trailer mounting for Sh15 or SA18 on ATS-5, incl: power adapter harness and hardware	$159.65	8%	$146.88
4001086	Mount Kit, adaptable trailer mounting for retrofitting Sh15 or SA18 on non-ATS Trailer, incl: power adapter harness, hardware and rain shield for storage when back of unit will be facing up	$255.00	8%	$234.60
4000930	Rain Shield, SA18 or Sh15 when stowed face/display down	$131.58	8%	$121.05
4000740	Trailer Certificate of Origin	$0.00	8%	$0.00
ALPR & Surveillance Ready Trailers, Parts and Options for Base Model Radar Speed Displays & Radar Message Signs				
4001765	ATS-5, 380 ALPR-ready trailer without camera pocket, includes charger, solar controller, 900Ah batteries, and 380W solar	$15,900.00	8%	$14,628.00
4001836	ATS-5, 380 ALPR-ready trailer with camera pocket, includes charger, solar controller, 900Ah batteries, and 380W solar	$16,450.00	8%	$15,134.00
4001837	ATS-5, 190 ALPR-ready trailer without camera pocket, includes charger, solar controller, 900Ah batteries, and 190W solar	$13,200.00	8%	$12,144.00
4001838	ATS-5, 190 ALPR-ready trailer with camera pocket, includes charger, solar controller, 900Ah batteries, and 190W solar	$13,625.00	8%	$12,535.00
4001839	ALPR Two-Camera Enclosure with glass concealed camera areas	$2,287.86	8%	$2,104.83
4001870	ALPR Two-Camera Enclosure with covered open-air camera areas	$2,287.86	8%	$2,104.83
4001892	Bundle; SpeedAlert 24, ATS-5 380 ALPR-ready Trailer, 380W Solar, TrafficCloud Suite (12 mo), Strobe R&B	$27,263.76	8%	$25,082.66
4001893	Bundle; SpeedAlert 24, ATS-5 190 ALPR-ready Trailer, 190W Solar,TrafficCloud Suite (12 mo), Strobe R&B	$24,552.00	8%	$22,587.84
4001882	ATS-5 Trailer: FLOCK ready 470Ah Batteries, 160W solar, 20A solar controller & Trailer Certificate of Origin	$7,221.30	8%	$6,643.60
4001879	ATS-5 Trailer: FLOCK ready 470Ah Batteries, 120W solar & Trailer Certificate of Origin	$6,956.22	8%	$6,399.72
4001862	Adjustable Brackets for ALPR F4 camera, ATS-5, set of 2, installed	$1,000.00	8%	$920.00
4001910	ATS-5, FLEX trailer, includes charger, solar controller, 900Ah batteries, and 190W solar	$12,950.00	8%	$11,914.00
4001909	ATS-5, FLEX trailer, includes charger, solar controller, 900Ah batteries, and 380W solar	$15,625.00	8%	$14,375.00
4001911	Equipment mounting arms for FLEX trailer, one pair	$500.00	8%	$460.00
4001913	FLEX Accessory Mounting Plate for ATS-5	$250.00	8%	$230.00

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Item Number	Item Description	List Price	Discount	Discounted Price
4001914	FLEX Accessory Mounting Plate Cover for ATS-5	$250.00	8%	$230.00
4001917	Surveillance Ready Telescoping Mast	$7,500.00	8%	$6,900.00
4001585	App, SpeedEye TraffiCloud suite (12mos)	$2,500.00	8%	$2,300.00
4001647	App, SpeedEye TraffiCloud suite (24mos)	$5,000.00	8%	$4,600.00
4001688	App, SpeedEye TraffiCloud suite (36mos)	$7,500.00	8%	$6,900.00
4001178	Genetec Sharp V ALPR System for ATS-5 Trailer with power supply and modem	$7,789.74	8%	$7,166.56
4001385	App, Genetec Security Center Software for Sharp V (12mos)	$2,500.00	8%	$2,300.00
4001179	App, Hosted Genetec Security Center Software for Sharp V (12mos)	$3,950.00	8%	$3,634.00
4001180	App, Hosted Genetec Security Center Software for Sharp V (24mos)	$7,900.00	8%	$7,268.00
4001280	App, Hosted Genetec Security Center Software for Sharp V (36mos)	$11,850.00	8%	$10,902.00
4001272	App, Hosted Genetec Security Center Software for Sharp V (48mos)	$15,800.00	8%	$14,536.00
4001273	App, Hosted Genetec Security Center Software for Sharp V (60mos)	$19,750.00	8%	$18,170.00
4001251	App, Hosted Genetec Security Center Software for Sharp V, Gov Cloud Option (12mos)	$4,950.00	8%	$4,554.00
4001277	App, Hosted Genetec Security Center Software for Sharp V, Gov Cloud Option (24mos)	$9,900.00	8%	$9,108.00
4001278	App, Hosted Genetec Security Center Software for Sharp V, Gov Cloud Option (36mos)	$14,850.00	8%	$13,662.00
4001279	App, Hosted Genetec Security Center Software for Sharp V, Gov Cloud Option (48mos)	$19,800.00	8%	$18,216.00
4000836	ALPR Trailer Charger, 40A; for 940Ah battery capacity	$630.36	8%	$579.93
Power Parts and Options for Base Model Radar Speed Displays & Radar Message Signs				
4100674	Solar controller, LFP MPPT 10A, up to 140W solar panel	$125.00	8%	$115.00
4100484	Solar Panel, 50W	$325.00	8%	$299.00
4100084	hrns, SS, solar ext conn	$25.00	8%	$23.00
4100382	hrns, LFP power in, Sh12, Sh15, iA18	$10.00	8%	$9.20
4100121	hrns, solar, pole mount	$45.00	8%	$41.40
4100120	hrns, Power cord, iA w/ 30 amp plug for post, hitch	$210.12	8%	$193.31
4000613	LFP Power kit, 11.5Ah battery, internal power controller, charger with connector	$399.84	8%	$367.85
4000684	LFP Power kit, 16Ah battery, internal power controller, charger with connector	$473.28	8%	$435.42
4000743	LFP Power kit, 11.5Ah battery (2), internal power controller, charger w/connector	$718.08	8%	$660.63
4000744	LFP Power kit, 16Ah battery (2), internal power controller, charger w/connector	$877.20	8%	$807.02
4000927	LFP Power kit, 16Ah battery (4), internal power controller, (2) chargers w/connector	$1,570.80	8%	$1,445.14
4001717	PowerCase PC36, 36Ah power supply, 12VDC output, 120VAC input	$573.24	8%	$527.38
4001718	Vehicle Charging Unit for PC36, Inverter 400W with automobile auxiliary power outlet cord	$105.06	8%	$96.66
4001816	Integrated Solar pole mount battery kit (Sh12) 11.5Ah batt, LFP charger & solar controller	$596.70	8%	$548.96

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Item Number	Item Description	List Price	Discount	Discounted Price
4001817	Integrated Solar pole mount battery kit (Sh15) 16.5Ah batt, LFP charger & solar controller	$596.70	8%	$548.96
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller	$617.10	8%	$567.73
4001819	Integrated Solar pole mount battery kit (iA/SA18) 16.5Ah batt, LFP charger & solar controller	$617.10	8%	$567.73
4001820	Integrated Solar pole mount battery kit (iA/SA18) 33Ah batt, LFP charger & solar controller	$1,029.18	8%	$946.85
4001787	LFP Battery Charger, 12.8V LFP with Adapter for Integrated Solar	$131.58	8%	$121.05
4000676	Solar battery kit, (Sh12,Sh15,SA18,iA18): 18Ah batt & enclosure, w/solar control	$550.20	8%	$506.18
4001768	Solar battery Enclosure, (Sh12,Sh15,SA18,iA18): w/ solar controller	$400.00	8%	$368.00
4000716	Solar battery kit, (Sh12,Sh15,SA18,iA18): 26Ah batt & enclosure, w/ solar controller	$595.99	8%	$548.31
4001146	Solar battery kit, (Sh12,Sh15,SA18,iA18): 35Ah batt & enclosure, w/ solar controller (100Wmax)	$651.16	8%	$599.07
4000929	Solar Battery Enclosure for up to 200Ah battery, 200W solar capacity; Specify batteries, solar panels and controller separately	$510.40	8%	$469.57
4500292	Solar Controller, MPPT, 15A, up to 200W solar panel	$393.72	8%	$362.22
4500113	Solar controller, 10A, up to 100W solar panel	$115.00	8%	$105.80
4500142	Solar Controller 20A, up to 200W solar panel	$210.00	8%	$193.20
4000659	Solar panel, 50W; includes bracket for pole and harness	$496.74	8%	$457.00
4000913	Solar panel, 100W; includes bracket for pole and harness	$900.00	8%	$828.00
4000661	Solar panel, 120W, includes bracket for pole and harness	$1,260.72	8%	$1,159.86
4000635	Trailer Battery kit for ATS-5, 225Ah deep cycle batteries w/cover, hold down, cables& hdwr (Sh12; Sh15; SA18; ATS5; iA18)	$520.20	8%	$478.58
4000636	Trailer Battery kit for ATS-5, 450Ah deep cycle batteries w/cover, hold down, cables& hdwr (iA24, SA24)	$1,091.40	8%	$1,004.09
4000977	Solar panel, 100W: includes bracket for ATS-5 trailer and harness	$1,125.00	8%	$1,035.00
4000278	Solar panel, 120W: includes bracket for ATS-5 trailer and harness	$1,323.96	8%	$1,218.04
4001413	Solar panel, 160W: includes bracket for ATS-5 trailer and harness; requires 20A solar controller	$1,290.00	8%	$1,186.80
4001875	Solar panel, 190W: includes bracket for ATS-5 trailer and harness; requires 20A solar controller	$1,392.30	8%	$1,280.92
4000958	AC supply, 3.0A, 12VDC out, 120/240VAC 50/60 Hz in, inside battery cover (Sh12,Sh15,SA18,iA18)	$263.16	8%	$242.11
4000996	AC supply, 8.0A, 15VDC out, 120/240VAC 50/60 Hz in, No enclosure, IP67 Class II housing (iA24, SA24)	$368.22	8%	$338.76
4100262	hrns, Shield/SA18/iA18 power cable for trailer, solar and external 12VDC power; Circular connector to 1/4" female quick connects	$50.00	8%	$46.00
4001764	Internal Solar LFP charging option for SA18 / iA18, up to 120W solar and (2) 16Ah capacity, specify solar and batteries separately	$450.00	8%	$414.00
Vehicle Counting Devices, Cloud Software, Parts, and Options				
4001901	Bundle, StatTrak-E, TraffiCloud Compatible with Solar (includes modem, solar panel, charger, and one battery)	$3,225.00	8%	$2,967.00
4001900	Bundle, StatTrak-E with Solar (includes Solar Panel, Charger, and one battery)	$3,225.00	8%	$2,967.00

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Item Number	Item Description	List Price	Discount	Discounted Price
4001916	Bundle, StatTrak-E, TraffiCloud Compatible Battery (includes modem, charger, and two batteries)	$3,225.00	8%	$2,967.00
4001915	Bundle, StatTrak-E Battery (includes Charger and two Batteries)	$3,225.00	8%	$2,967.00
4001867	StatTrak-E, TraffiCloud Compatible (includes modem, batteries not included)	$2,975.00	8%	$2,737.00
4001868	StatTrak-E, TraffiCloud Compatible & Solar Ready (includes modem and solar charger, battery not included)	$2,975.00	8%	$2,737.00
4001896	StatTrak-E, Solar Ready (includes Solar Charger, battery not included)	$2,975.00	8%	$2,737.00
4001895	StatTrak-E, Battery powered (batteries not included)	$2,975.00	8%	$2,737.00
4001897	Solar Panel kit, 20W, StatTrak-E	$250.00	8%	$230.00
4001902	Charger kit, StatTrak-E with circular connector and LFP adapters	$60.00	8%	$55.20
4001263	App, TraffiCloud Stats Suite for StatTrak (1mo); Equip Mgmt, Reporting, and Mapping	$80.00	8%	$73.60
4000918	App, TraffiCloud Stats Suite for StatTrak (12mo); Equip Mgmt, Reporting and Mapping	$950.00	8%	$874.00
4000919	App, TraffiCloud Stats Suite for StatTrak (24mo); Equip Mgmt, Reporting and Mapping	$1,900.00	8%	$1,748.00
4000920	App, TraffiCloud Stats Suite for StatTrak (36mo); Equip Mgmt, Reporting and Mapping	$2,850.00	8%	$2,622.00
4001286	App, TraffiCloud Stats Suite for StatTrak (48mo); Equip Mgmt, Reporting and Mapping	$3,800.00	8%	$3,496.00
4001287	App, TraffiCloud Stats Suite for StatTrak (60mo); Equip Mgmt, Reporting and Mapping	$4,750.00	8%	$4,370.00
4900089	Case, hard shell, StatTrak-E	$350.00	8%	$322.00
Accessory Options for Base Model Radar Speed Displays, Radar Message Signs, and Trailers				
4100682	Key switch kit for Internal Solar	$150.00	8%	$138.00
4650160	push lock, SHIELD with two keys	$28.60	8%	$26.31
4450268	battery cover, Sh15, iA18	$27.80	8%	$25.58
4900055	Carrying Case; Sh12 softcase with storage pockets	$224.40	8%	$206.45
4900063	Carrying Case; Sh15 softcase with storage pockets	$224.40	8%	$206.45
4900081	Carrying Case; SA18, iA18 softcase with storage pockets	$252.96	8%	$232.72
4000548	YOUR SPEED wrap, 24" x 30" full size sign MUTCD, for Sh12, WHITE HIP	$170.34	8%	$156.71
4001154	YOUR SPEED wrap, 24" x 30" full size sign MUTCD, for Sh12, YELLOW HIP	$170.34	8%	$156.71
4000549	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for Sh15, 5" char, WHITE HIP	$228.48	8%	$210.20
4001155	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for Sh15, 5" char, YELLOW HIP	$228.48	8%	$210.20
4001202	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for SA18, 5" char, WHITE HIP	$228.48	8%	$210.20
4001177	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for SA18, 5" char, YELLOW HIP	$228.48	8%	$210.20
4000550	YOUR SPEED wrap, 36" x 48" full size sign MUTCD, for SA18, 6.5" char, YELLOW HIP	$287.64	8%	$264.63
4000908	YOUR SPEED wrap, 36" x 48" full size sign MUTCD, for SA18, 6.5" char, WHITE HIP	$408.90	8%	$376.19
4450435	YOUR SPEED sign, Shield 12, standard sliding, Yellow HIP	$59.16	8%	$54.43

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Item Number	Item Description	List Price	Discount	Discounted Price
4450406	YOUR SPEED sign, Shield 15, standard sliding, Yellow HIP	$59.16	8%	$54.43
4450409	YOUR SPEED sign, SA18, Standard rotating, Yellow HIP	$70.38	8%	$64.75
4450249	YOUR SPEED sign, SHIELD 12, standard sliding, White HIP	$60.00	8%	$55.20
4450277	YOUR SPEED sign, SHIELD 15, standard sliding, White HIP	$47.50	8%	$43.70
4450269	YOUR SPEED sign, SA18, Standard rotating, White HIP	$60.00	8%	$55.20
4000639	LFP Battery, 11.5Ah LFP 12.8VDC (requires LFP Power Kit 4000613)	$322.32	8%	$296.53
4000685	LFP Battery, 16Ah LFP 12.8VDC (requires LFP Power Kit 4000613 or 4000684)	$451.86	8%	$415.71
4500226	LFP Battery Charger, 12.8V LFP 1.5A CO1544-4D-XO	$146.88	8%	$135.13
4500093	SLA Battery, 18Ah AGM, 12VDC	$99.96	8%	$91.96
4500086	SLA Battery, 26Ah AGM, 12VDC	$223.38	8%	$205.51
4100077	SLA Battery Charger, 12VDC SLA 5A	$264.18	8%	$243.05
4000754	USB cable, 16ft, extra long for trailer or pole	$37.74	8%	$34.72
4001769	Trailer Speed Limit Sign Kit, ATS-3, 18" x 24" MUTCD sign, digits, hardware	$322.32	8%	$296.53
4001864	Trailer Speed Limit Sign Kit for SA18/ SH15, ATS-5, 18" x 24" MUTCD sign, digits, hardware	$345.78	8%	$318.12
4001869	Trailer Speed Limit Sign Kit, ATS-5, 24" x 30" MUTCD sign, digits, hardware	$528.36	8%	$486.09
4000496	Trailer Speed Limit Sign Kit, ATS-5, 30" x 36" MUTCD sign, digits, hardware	$550.00	8%	$506.00
4450171	Trailer Digit "7", for use on 30" x 36" Speed Limit Sign	$23.46	8%	$21.58
4000120	Trailer wheel lock, ATS-5	$146.88	8%	$135.13
4650332	Replacement Key #CH126, For Shield Push Lock(white)	$23.46	8%	$21.58
4650217	Replacement Key Set (2) #01, For Shield Push Lock(grey or bronze)	$23.46	8%	$21.58
4650173	Replacement Key, For Solar/AC cabinet lock & SS handle, Southco	$12.24	8%	$11.26
4650302	Replacement Key, For ATS-3 battery box	$15.00	8%	$13.80
4650312	Replacement Key, for ATS-5 ALPR battery box	$15.00	8%	$13.80
4650330	Replacement Key #EC801, for ATS-5 battery box	$15.00	8%	$13.80
4650331	Replacement Key #CH510, for ATS-5 battery box	$15.00	8%	$13.80
4650143	Replacement Key, For ATS-5 battery box (specify lock assembly model in notes)	$15.00	8%	$13.80
4500456	key, tubular spare, for integrated solar	$12.24	8%	$11.26
4500473	key, tubular spare, for integrated solar pole and StatTrak-E	$10.00	8%	$9.20
4650311	Replacement Key, For StatTrak and pole Integrated solar	$16.10	8%	$14.81
4001257	Violator Strobe, White and Amber for ATS-5 for use with SA24	$938.40	8%	$863.33
4001656	Violator Strobe, Blue for ATS-5 for use with SA24	$938.40	8%	$863.33

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Awarded Vendor: (AD) Blue Sky Upfitting

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
1	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Basic Type. Make: _Kustom Signals_____ Model: _Raptor RP-1____	10%
2	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Basic Type. Make: __Kustom Signals____ Model: _Eagle 3____	10%
3	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Intermediate Type. Make: __Stalker_____ Model: ___Patrol_____	10%
4	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Intermediate Type. Make: __Stalker_____ Model: ___DSR-2X_____	10%
7	1	EA - Each	Handheld Radar Unit Basic Type. Make: __Kustom Signals_____ Model: ___Falcon HR_____	10%
8	1	EA - Each	Handheld Radar Unit Advanced Type. Make: ____Kustom Signals_____ Model: ____Talon_____	10%

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Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
9	1	EA - Each	Handheld Lidar Unit Basic Type. Make: __Stalker_____ Model: __XS_____	10%
10	1	EA - Each	Handheld Lidar Unit Intermediate Type. Make: __Stalker_____ Model: __XLR_____	10%
11	1	EA - Each	Handheld Lidar Unit Advanced Type. Make: __Kustom Signals_____ Model: __Lasercom 4_____	10%
12	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: __Kustom Signals_____ Model: __Smart 12_____ Option: _____	10%
13	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: __Kustom Signals_____ Model: __Smart 18HP+_____ Option: _____	10%
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: __Kustom Signals_____ Model: __PMD 12_____	10%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _Kustom Signals_____ Model: _PMD 12 Solar_____	10%
16	1	EA - Each	Portable Radar Type Unit. Make: __Stalker_____ Model: __II Handheld_____	10%
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only.	10%
18	1	HR - Hour	Labor Rate for Installation only.	$95.00
19	1	HR - Hour	Labor Rate for Repair only.	$95.00
20	1	EA - Each	Custom Mount: Vendor to provide pricing for orders that require custom mounting.	$95/hr.

Additional Required Information:

Authorized Service Facility Location:

Remove/return to MFG for repair

Service Contact Name/Telephone Number: Varies depending on MFG

***** 18 Items Awarded *****

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AE) Decatur Electronics

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
5	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Advanced Type. Make: _Decatur Electronics LLC_ Model: _G3-2KD-MPH_____	$1,499.00
6	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _Decatur Electronics LLC_ Model: _G3-2KaD-MPH_____	$1,745.00
8	1	EA - Each	Handheld Radar Unit Advanced Type. Make: _Decatur Electronics LLC_ Model: _SCOUT2-MPH_____	$899.00
10	1	EA - Each	Handheld Lidar Unit Intermediate Type. Make: _DragonEye_____ Model: _Compact Speed Lidar_____	$1,493.75
11	1	EA - Each	Handheld Lidar Unit Advanced Type. Make: _DragonEye_____ Model: _Speed Lidar (DESL)_____	$2,050.00

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
12	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _Traffic Logix_____ Model: _CLT-1-EV18FMEWLSOLLA_ Option: _Radar Trailer, 18" Display w/Solar_	$12,000.00
13	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _Traffic Logix_____ Model: _CLT-1-EV18FMEWLSOLLA_ Option: _Radar Trailer, 18" Display w/Solar and storage box_	$12,525.00
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: _Traffic Logix_____ Model: _CLT-1-EV12FMEWLSOLLA_	$4,900.00
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _Traffic Logix_____ Model: _CLT-1-EV18FMEWLSOLLA_	$6,400.00
16	1	EA - Each	Portable Radar Type Unit. Make: _Traffic Logix_____ Model: _SPSTSOL___	$3,487.50
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only.	10%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
Additional Required Information:				
Authorized Service Facility Location: **Decatur Electronics LLC** 920 South Andreasen Dr., Ste. 103 Escondido, CA 92029 **Service Contact Name/Telephone Number:** Alonso Vega-Albela 800-428-4315				

***** 11 Items Awarded *****

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AF) Kustom Signals

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
1	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Basic Type. Make: _Kustom Signals_____ Model: _ Raptor RP-1__	28%
2	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Basic Type. Make: Kustom Signals_____ Model: _Golden Eagle II___	28%
4	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Intermediate Type. Make: _Kustom Signals_____ Model: _Directional Golden Eagle II____	28%
6	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _Kustom Signals____ Model: _Eagle 3_____	28%
7	1	EA - Each	Handheld Radar Unit Basic Type. Make: _Kustom Signals____ Model: _Falcon HR__	28%
8	1	EA - Each	Handheld Radar Unit Advanced Type. Make: _Kustom Signals_____ Model: _Directional Talon__	28%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
9	1	EA - Each	Handheld Lidar Unit Basic Type. Make: _Kustom Signals_____ Model: _ProLaser 4___	28%
11	1	EA - Each	Handheld Lidar Unit Advanced Type. Make: _Kustom Signals_____ Model: _LaserCam 4_____	28%
12	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _Kustom Signals_____ Model: _SMART 12_____ Option: _SMART 18_____	28%
13	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _Kustom Signals_____ Model: _VMS I_____ Option: _VMS II, VMS III, VMS IV, Autonomous_	28%
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: _Kustom Signals____ Model: _PMD 12_____	28%
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _Kustom Signals____ Model: _PMD 18_____	28%

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
16	1	EA - Each	Portable Radar Type Unit. Make: _Kustom Signals_____ Model: _StealthStat II____	28%
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only.	28%
18	1	HR - Hour	Labor Rate for Installation only.	$250
19	1	HR - Hour	Labor Rate for Repair only.	$100

Additional Required Information:

Authorized Service Facility Location:
911 Electronics
1440 CRD, Texico, 88135

Service Contact Name/Telephone Number:
505-389-5481

***** 19 Items Awarded *****

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AG) Laser Technology

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
9	1	EA - Each	Handheld Lidar Unit Basic Type. Make: _LTI 20/20____ Model: _TruSpeed S_____	$1,435.00
10	1	EA - Each	Handheld Lidar Unit Intermediate Type. Make: _LTI 20/20_____ Model: _TruSpeed LR_____	$2,185.00
11	1	EA - Each	Handheld Lidar Unit Advanced Type. Make: _LTI 20/20_____ Model: _TruVision_____	$6,295.00
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only.	10% lidar accessories for line items 9, 10 and 11 only.
19	1	HR - Hour	Labor Rate for Repair only.	$25.00 for line items 9, 10 and 11 only.

Additional Required Information:

Authorized Service Facility Location:
Laser Technology, Inc. 6912 S. Quentin Street, Suite A Centennial, CO 80112

Service Contact Name/Telephone Number:
Angela Myles / Toll Free 877-696-2584

***** 5 Items Awarded *****

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Awarded Vendor: (AH) MPH Industries

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
1	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Basic Type. Make: _MPH Industries___ Model: _Python III_Dual K-Band Standard___	$1,506.98
2	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Basic Type. Make: __MPH Industries____ Model: _Python III_Dual Ka-Band Standard_	$2,159.30
3	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Intermediate Type. Make: _MPH Industries____ Model: _Python III_Dual K-Band FS Version_	$1,669.31
4	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Intermediate Type. Make: _MPH Industries____ Model: _Python III_Dual KA-Band FS Version_	$2,321.63
5	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna K-Band Advanced Type. Make: _MPH Industries____ Model: _BEE III Dual K-Band__	$2,276.33

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
6	1	EA - Each	Moving / Stationary Radar Unit, Dual Antenna KA-Band Advanced Type. Make: _MPH Industries_____ Model: _BEE III Dual KA-Band_____	$2,480.18
7	1	EA - Each	Handheld Radar Unit Basic Type. Make: _MPH Industries_____ Model: _Speed Gun Pro Corded_	$1,508.49
8	1	EA - Each	Handheld Radar Unit Advanced Type. Make: _MPH Industries_____ Model: _Speed Gun Pro Battery__	$1,634.58
9	1	EA - Each	Handheld Lidar Unit Basic Type. Make: __MPH Industries_____ Model: ___Sure Shot_____	$2,638.73
10	1	EA - Each	Handheld Lidar Unit Intermediate Type. Make: _MPH Industries_____ Model: _Sure Shot_____	$2,638.73

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
11	1	EA - Each	Handheld Lidar Unit Advanced Type. Make: _MPH Industries_____ Model: __Sure Shot_____	$2,638.73
12	1	EA - Each	Trailer Mounted Radar Unit Basic Type. Make: _MPH Industries_____ Model: _Street Scout_____ Option: _____	$6,315.50
13	1	EA - Each	Trailer Mounted Radar Unit Advanced Type. Make: _MPH Industries_____ Model: _Speed Patrol_____ Option: _____	$8,857.00
14	1	EA - Each	Pole Mounted Radar Unit Basic Type. Make: __MPH Industries_____ Model: _Speed Guardian, AC, basic package___	$2,599.25
15	1	EA - Each	Pole Mounted Radar Unit Advanced Type. Make: _MPH Industries_____ Model: _Speed Monitor F, AC, basic package____	$4,925.75

Docusign Envelope ID: 035C68C9-54C4-4610-9D7D-F6D4516E0C33

Item	Approx Qty	UOM	Article and Description	Discount % or Unit Price
16	1	EA - Each	Portable Radar Type Unit. Make: _MPH Industries_____ Model: _Speed Monitor IV, basic package__	$4,024.75
17	1	P1 - Percent	Percentage of Discount off Current Manufacturer's Catalog List Price related to Radars, Lidars, Speed Detection Devices and its accessories only.	15%
18	1	HR - Hour	Labor Rate for Installation only.	$115.00
19	1	HR - Hour	Labor Rate for Repair only.	$110.00

Additional Required Information:

Authorized Service Facility Location:
MHQ West
5601 Balloon Fiesta Pkwy NE, Ste C; Albuquerque, NM 87113

Service Contact Name/Telephone Number:
Teddy Hatfield / (888) 689-9222

***** 19 Items Awarded *****

Certificate Of Completion

Envelope Id: 035C68C9-54C4-4610-9D7D-F6D4516E0C33
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00092, Radar/Lidar Devices and Accessories
Source Envelope:
Document Pages: 48
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kimberly A Hunt-Brown
1100 S Saint Francis Dr
Santa Fe, NM 87502
Kimberly.Hunt-Brown@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
3/4/2025 1:24:09 PM
Holder: Kimberly A Hunt-Brown
Kimberly.Hunt-Brown@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/4/2025 1:27:21 PM Viewed: 3/4/2025 1:27:55 PM Signed: 3/4/2025 1:28:09 PM
Kimberly A Hunt-Brown kimberly.hunt-brown@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	KAHB Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/4/2025 1:28:13 PM Viewed: 3/4/2025 2:40:37 PM Signed: 3/4/2025 2:40:42 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/4/2025 2:40:45 PM Viewed: 3/4/2025 2:44:36 PM Signed: 3/4/2025 2:44:41 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2025 1:27:21 PM
Certified Delivered	Security Checked	3/4/2025 2:44:36 PM
Signing Complete	Security Checked	3/4/2025 2:44:41 PM
Completed	Security Checked	3/4/2025 2:44:41 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

13-1-125. Small purchases.

A. A central purchasing office shall procure services, construction or items of tangible personal property having a value not exceeding sixty thousand dollars ($60,000), excluding applicable state and local gross receipts taxes, in accordance with the applicable small purchase rules adopted by the secretary, a local public body or a central purchasing office that has the authority to issue rules.

B. Notwithstanding the requirements of Subsection A of this section, a central purchasing office may procure professional services having a value not exceeding sixty thousand dollars ($60,000), excluding applicable state and local gross receipts taxes, except for the services of landscape architects or surveyors for state public works projects or local public works projects, in accordance with professional services procurement rules promulgated by the general services department or a central purchasing office with the authority to issue rules.

C. Notwithstanding the requirements of Subsection A of this section, a state agency or a local public body may procure services, construction or items of tangible personal property having a value not exceeding twenty thousand dollars ($20,000), excluding applicable state and local gross receipts taxes, by issuing a direct purchase order to a contractor based upon the best obtainable price.

D. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section.

History: Laws 1984, ch. 65, § 98; 1987, ch. 348, § 8; 1988, ch. 54, § 1; 1989, ch. 69, § 16; 1995, ch. 139, § 1; 1997, ch. 69, § 1; 2001, ch. 292, § 6; 2005, ch. 214, § 2; 2007, ch. 315, § 3; 2013, ch. 70, § 7; 2019, ch. 153, § 3.

ANNOTATIONS

Cross references. — For adoption of rules and regulations by director of department of finance and administration, *see* 9-6-5 NMSA 1978.

For adoption of rules and regulations by secretary of general services department, *see* 9-17-5 NMSA 1978.

The 2019 amendment, effective July 1, 2019, removed the department of finance and administration from the responsibility of promulgating rules for procuring certain professional services by a central purchasing office; in Subsection B, after "promulgated by", deleted "the department of finance and administration".

Temporary provisions. — Laws 2019, ch. 153, § 6 provided:

A. On the effective date of this act, all personnel, functions, appropriations, money, records, furniture, equipment and other property of, or attributable to, the contracts review bureau of the administrative services division of the department of finance and administration are transferred to the purchasing division of the general services department.

B. On the effective date of this act, all contractual obligations of the contracts review bureau of the administrative services division of the department of finance and administration become binding on the purchasing division of the general services department.

C. On and after the effective date of this act, rules of the department of finance and administration pertaining to the approval of professional services contracts shall be deemed to be the rules of the general services department until amended or repealed by the general services department, and all references in those rules to the department of finance and administration shall be deemed to be references to the general services department.

The 2013 amendment, effective July 1, 2013, increased the dollar amount of small purchases; in Subsection A, after "not exceeding", deleted "twenty thousand dollars ($20,000)" and added "sixty thousand dollars ($60,000), excluding applicable state and local gross receipts taxes", after "applicable small purchase", deleted "regulation" and added "rules", and after "authority to issue", deleted "regulation" and added "rules"; in Subsection B, after "not exceeding", deleted "fifty thousand dollars ($50,000)" and added "sixty thousand dollars ($60,000)", after "professional services procurement", deleted "regulation" and added "rules", and after "authority to issue", deleted "regulation" and added "rules"; and in Subsection C, after "not exceeding", deleted "ten thousand dollars ($10,000)" and added "twenty thousand dollars ($20,000), excluding applicable state and local gross receipts taxes".

The 2007 amendment, effective June 15, 2007, increased the amount of small purchases of professional services from $30,000 to $50.000 and tangible personal property from $5,000 to $10,000.

The 2005 amendment, effective July 1, 2005, increased the maximum value of small purchases from $10,000 to $20,000 in Subsection A; increased the maximum value of professional services from $20,000 to $30,000 in Subsection B; and increased the maximum value of purchases at best obtainable prices from $1,500 to $5,000 in Subsection C.

The 2001 amendment, effective July 1, 2001, deleted "The state purchasing agent or" from the beginning of the first sentence of Subsection A; and substituted "one thousand five hundred dollars" for "five hundred dollars" in Subsection C.

The 1997 amendment, effective June 20, 1997, substituted "ten thousand dollars" for "five thousand dollars" in Subsection A, deleted former Subsection C relating to school and educational institution purchases, and redesignated former Subsections D and E as Subsections C and D.

The 1995 amendment, effective June 16, 1995, made a minor stylistic change in Subsection A and inserted "for a state two-year post-secondary institution or for a school district as defined in the Public School Code" in Subsection C.

School board's procurement of legal services without a competitive-sealed-proposal process did not violate the Procurement Code. — A school district that procured legal services at a cost of approximately $40,000 from a law firm that was not awarded a contract through the school district's competitive sealed proposal process did not violate the Procurement Code, because under the Procurement Code, a local public body, which includes a school district, can procure professional legal services from a law firm without using a competitive sealed proposal process as long as the total contract amount does not exceed $60,000 and the procurement accords with the professional services procurement rules promulgated by the school district's central purchasing

office, and in this case, the procurement at issue did not exceed $60,000 and did not violate the school district's professional services procurement rules. 2020 Op. Ethics Comm'n No. 2020-08.

DbcLu|gn Enve|bpe ~D B4DFE9BF-4436-442C-A30E-27243D91 A8F8

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor: 1 5 Vendors

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

Invoice: As Requested at Time of Order

Number: 20-00000-21-00030

Amendment No.: Seven

Term: April 25, 2022 - April 24, 2026

Procurement Specialist: Jessica Chavez

Telephone No.: (505) 500-9824

Email jessica.chavez@gsd.nm.gov JC

Title: Police Vehicle Equipment, Parts and Labor

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2025 to April 24, 2026 at the same price, terms and conditions for all vendors except vendor (AK) Motorola Solutions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date 4/1 7/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: B4DFE9BF-4436-442C-A30E-27243D91A8F8
Subject: Please DocuSign: SPD SPA 20-00000-21-00030 Polarce Vehricle Equipment
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
Envelope Id Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Status: Completed

Envelope Originator:
Jessica Chavez
1100 S Saint Francis Dr
Santa Fe NM 87502
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/17/2025 12:17:53 PM

Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov

Location: DocuSign

Security Appliance Status: Connected
Storage Appliance Status: Connected

Pool: StateLocal
Pool: General Services Department

Location: Docusign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/17/2025 12:18:58 PM Viewed: 4/17/2025 12:26:47 PM Signed: 4/17/2025 12:27:20 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist Security Level: Email Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/17/2025 12:27:21 PM Viewed: 4/17/2025 1:00:12 PM Signed: 4/17/2025 1:00:18 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/17/2025 1:00:19 PM Viewed: 4/17/2025 1:11:34 PM Signed: 4/17/2025 1:11:40 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
8rvelope Sert	Hasred/8rcrypted	4/17/2025 1231 8358 PM
Certfied Oepfvered	SecLrfty Crecked	4/17/2025 1311 3334 PM
Sfgrfrg Co◆ete	SecLrfty Crecked	4/17/2025 1311 3340 PM
Co◆eted	SecLrfty Crecked	4/17/2025 1311 3340 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 needx (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 notiise and dieiloeurse will bs esnt to you slsitroniially

Unless you tnform GI D otherwtse aiiordtng to these proiedures GI D wtll eleitrontially provtde you through the Doiultgn system all reequtred notties dtsilosures authortzattonss aiknowledgements and other doiuments that are reequtred to be provtded or made avatlable to you durtng the iourse of your eleitronti stgnature relattonshtp wtth I SONMs To reduie the posstbtltty of tnadvertent nonóreietpts GI D prefers to provtde all reequtred notties and dtsilosures by the same method and to the same ematl or phystial address that you furntsh to GI Ds Thuss you may reietve the dtsilosures and notties eleitrontially or tn paper forms .f you do not agree wtth thts proiedures please tnform GI D aiiordtng to the proiedures stated tn leitton .s bows Please also refer to leitton Ds tmmedtately aboves whtih states the ionseequenies resulttng from your deiltnatton of eleitronti deltvery of notties and dtsilosures

F. How to iontait GSD>

You may tnform General Iervties Department tGI D) of any ihanges you seleit regardtng Itate Putrhassng DsvssonO s P(PD) Ie Irctonsr rommunsracsons wsch youY co tlqulsc paplt ropsls of iertatn tnformatton from I PDs and to wtthdraw your prtor ionsent to reietve notties and dtsilosures eleitrontially by ematltng your reequestts) to I PD att GSDe SPDcn-f6@ssast: nme us

G. To advies SPD of your nsw smail addrsee

To tnform I PD of a ihange tn the ematl address to whtih I PD sends you notties and dtsilosures eleitrontially you must send an ematl to I PD at GSDe SPDcn-f6@ssast: nme us and tn the body of suih reequest you must tnilude your prevtous and new ematl addressess

H. To rsequset papsr iopise from SPD

To reequest deltvery of paper ioptes of eleitronti notties and dtsilosures that Doiultgn and/or I PD have prevtously provtded to yous you must send an ematl to I PD at GSDe SPDcn-f6@ssast: nme us and tn the body of your ematl reequest state your ematl addresss full names matltng addresss and telephone numbers I PD wtll iharge you a v$ s00 per page iopy fee plus postages

y. To withdraw your ionesnt with SPD

To tnform I PD that you no longer wtsh to reietve notties and dtsilosures tn eleitronti format you mayt

:( ) Deeetne to stgn a doeument from wtthtn a stgntng sesstons and on the subsequent pages seeeet the eheekrbox tndteattng you wtsh to wtthdraw your eonsents or you mayt

:2) ! end ! PD an emate to GSDe SPD(n f6@,sast nme u, and tn the body of your request state your emate addresss fuee names matetng addresss and teeephone numberr

J5 Required hardware and software

The mtntmum system requtrements for ustng the Doeu! tgn system may ehange over ttmer The eurrent Doeu! tgn system requtrements may be found att
httpst //supportr doeustgnr eom/gutdes/stgnerrgutderstgntngrsystemrrequtrements

K5 Aeknoweedging your aeeess and eonsent to reeeive and sign doeuments eeeetronieaeey

To eonftrm that you are abee to eeeetronteaeey aeeess the tnformatton eontatned tn thts Eeeetronte Reeord and ! tgnature Dtseeosure :ER! D)s peease eonftrm that you havet :( ) read thts ER! Ds and etthert :2) you are abee to prtnt on paper or eeeetronteaeey save thts ER! D for your future referenee and aeeesss or :( ) you are abee to emate thts ER! D to an emate address where you wtee be abee to prtnt thts ER! D on paper and/or save thts ER! D for your future referenee and aeeessr Furthers tf you eonsent to reeetvtng nottees and dtseeosures from Doeu! tgn and/or ! PD exeeustveey tn eeeetronte formats then seeeet the eheekrbox next to \I agree to use eeeetronse reeords and ssgnaturess" before you eesek \CONTINUE" wsthsn the Doeuusgn systemw

By seeeettng the eheekrbox next to \I agree to use eeeetronse reeords and ssgnaturess" you eonftrm thatt

- You have read thts Eeeetronte Reeord and ! tgnature Dtseeosure :ER! D)s and
- You ean prtnt thts ER! D on papers or you ean save and/ or send thts ER! D to a eoeatton where you ean prtnt thts ER! Ds for your future referenee and aeeesss and
- Untte or uneess you nottfy ! PD as stated tn thts ER! Ds you eonsent to exeeustveey reeetve through eeeetronte means aee notteess dtseeosuress authortizattonss aeknoweedgementss and other doeuments that are requtred to be provtded or made avateabee to you by ! PD durtng the eourse of your eeeetronte stgnature reeattonshtp wtth ! PDr

DocuSign Envelope ID: 90ED6EC6-36E1-47D0-A759-6954913D681D

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
(AS) 0000178316
Mobile Communications America, Inc.
PO Box 1458
Charlotte, NC 28201

Contact: Mercy Borunda
Email: mercyborunda@callmc.com
Telephone No.: (915) 584-6646

Number: **20-00000-21-00030**

Amendment No.: **~~Six~~**

Term: **April 25, 2022 – April 24, 2025**

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **Yuliastuti Wulandari** JC

Telephone No.: **(505) 469-2248**

Email: **yuliastuti.wulandari@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

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

This amendment is issued to reflect the following effective immediately:

Change in contact person for vendor (AS) Mobile Communications America, Inc.

From:	**To:**
Contact Name: Mercy Borunda	**Contact Name: Mercy Borunda**
Email: mercyborunda@callme.com	**Email: mercyborunda@callmc.com**
Telephone No.: (915) 584-6646	**Telephone No.: (915) 584-6646**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/26/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: 90ED6EC636E147D0A7596954913D681D
Status: Completed
Subject: Please DocuSign: SPD SPA 20-00000-21-00030 Police Vehicle Equipment Parts and Labor A006
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Jessica Chavez
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/25/2024 3:51:01 PM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/25/2024 3:55:19 PM Resent: 6/25/2024 3:57:18 PM Viewed: 6/26/2024 8:36:28 AM Signed: 6/26/2024 8:36:32 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/26/2024 8:36:33 AM Viewed: 6/26/2024 11:38:09 AM Signed: 6/26/2024 11:38:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 98.60.107.202	Sent: 6/26/2024 11:38:16 AM Viewed: 6/26/2024 3:18:34 PM Signed: 6/26/2024 3:18:40 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2024 3:55:19 PM
Envelope Updated	Security Checked	6/25/2024 3:57:17 PM
Envelope Updated	Security Checked	6/25/2024 3:57:17 PM
Certified Delivered	Security Checked	6/26/2024 3:18:34 PM
Signing Complete	Security Checked	6/26/2024 3:18:40 PM
Completed	Security Checked	6/26/2024 3:18:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

DocuSign Envelope ID: DCD6FF1B-69BD-4F1C-8503-C85E1C0E163C

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
(AS) 0000178316
Mobile Communications America, Inc.
PO Box 1458
Charlotte, NC 28201

Contact: Mercy Borunda
Email: mercyborunda@callme.com
Telephone No.: (915) 584-6646

Number: **20-00000-21-00030**

Amendment No.: **Five**

Term: **April 25, 2022 – April 24, 2025**

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

Invoice:
As Requested at Time of Order

JC

Procurement Specialist: **Yuliastuti Wulandari**

Telephone No.: **(505) 469-2248**

Email: **yuliastuti.wulandari@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

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

This amendment is issued to reflect the following effective immediately:

Change in contact person for vendor (AS) Mobile Communications America, Inc.

From:
Contact Name: Latif Alam
Email: latifalam@callme.com
Telephone No.: (847) 309-0181

To:
Contact Name: Mercy Borunda
Email: mercyborunda@callme.com
Telephone No.: (915) 584-6646

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/24/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: DCD6FF1B69BD4F1C8503C85E1C0E163C
Status: Completed
Subject: Please DocuSign: SPD SPA 20-00000-21-00030 Police Vehicle Equipment Parts and Labor A005
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Jessica Chavez
1100 S Saint Francis Dr
Santa Fe, NM 87502
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/24/2024 10:46:26 AM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/24/2024 10:48:00 AM Viewed: 6/24/2024 10:48:43 AM Signed: 6/24/2024 10:48:50 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/24/2024 10:48:51 AM Viewed: 6/24/2024 10:50:20 AM Signed: 6/24/2024 10:50:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/24/2024 10:50:34 AM Viewed: 6/24/2024 12:07:13 PM Signed: 6/24/2024 12:07:16 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2024 10:48:00 AM
Certified Delivered	Security Checked	6/24/2024 12:07:13 PM
Signing Complete	Security Checked	6/24/2024 12:07:16 PM
Completed	Security Checked	6/24/2024 12:07:16 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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.

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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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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- 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.

DocuSign Envelope ID: DCA0C829-FC1D-4FB0-937F-D7D07FA5E434

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
17 Vendors

Number: **20-00000-21-00030**

Amendment No.: **Four**

Term: **April 25, 2022 – April 24, 2025**

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2024 to April 24, 2025 at the same price, terms and conditions for the following vendors:

(AA) BJW Ventures, LLC dba Accessories Unlimited
(AB) Advanced Communications and Electronics
(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC
(AD) Code 3 Service, LLC
(AE) Dana Safety Supply, Inc.
(AF) Chalmers Ford, Inc. dba MHQ
(AG) Enchanted Technology Solutions, LLC
(AH) Federal Signal Corporation
(AI) Frontline Upfitting, LLC
(AK) Motorola Solutions, Inc.
(AM) Organ Mountain Graphix, LLC
(AO) State of Emergency Upfitting, LLC
(AP) Gonzales, Joshua dba The Wrap Lab
(AQ) WAC Upfitters, LLC
(AR) West Mesa Auto Craft, Inc.
(AS) Mobile Communications America, Inc.

Vendor (AL) New Mexico Emergency Products at the same terms and conditions with a price increase as shown on Page 2.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 4/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: DCA0C829-FC1D-4FB0-937F-D7D07FA5E434

Vendor (AL) New Mexico Emergency Products

Item	Description	Previous Price	New Price
011	Labor/repair & installation cost per hour	$95.00	$105.00
017	Labor / repair & installation cost per hour	$95.00	$105.00
022	Hourly Labor rate for Installation and Repairs	$95.00	$105.00
025	Maintenance of the in-car camera and equipment	$95.00	$105.00
034	Installation and vehicle prep services: includes all labor relating to prepping and installation of wraps and decals on law enforcement vehicles	$95.00	$105.00
042	Discount off parts catalog or list price for related accessories pertaining to push bars	$95.00	$105.00
044	Labor/repair & installation cost per hour related to interior accessories	$95.00	$105.00
046	Labor/repair & installation cost per hour related to exterior accessories	$95.00	$105.00

DocuSign

Certificate Of Completion

Envelope Id: DCA0C829FC1D4FB0937FD7D07FA5E434
Status: Completed
Subject: Extension Amendment 20-00000-21-00030 Police Vehicle Equipment
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Karen G Acosta
1100 S Saint Francis Dr
Santa Fe, NM 87502
Karen.Acosta-Gonzal@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/23/2024 2:10:52 PM
Holder: Karen G Acosta
Karen.Acosta-Gonzal@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/23/2024 2:12:12 PM Viewed: 4/23/2024 2:18:24 PM Signed: 4/23/2024 2:18:31 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Karen G Acosta karen.acosta-gonzal@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	KGA Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/23/2024 2:18:32 PM Viewed: 4/23/2024 2:21:47 PM Signed: 4/23/2024 2:22:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/23/2024 2:22:20 PM Viewed: 4/23/2024 2:25:23 PM Signed: 4/23/2024 2:25:28 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2024 2:12:12 PM
Certified Delivered	Security Checked	4/23/2024 2:25:23 PM
Signing Complete	Security Checked	4/23/2024 2:25:28 PM
Completed	Security Checked	4/23/2024 2:25:28 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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- You have read this Electronic Record and Signature Disclosure (ERSD); and
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- 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.

DocuSign Envelope ID: D6EF6142-CBA4-415D-8565-CADF193D542B

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
16 Vendors

Number: **20-00000-21-00030**

Amendment No.: **Four**

Term: **April 25, 2022 – April 24, 2025**

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2024 to April 24, 2025 at the same price, terms and conditions for the following vendors:

(AA) BJW Ventures, LLC dba Accessories Unlimited
(AB) Advanced Communications and Electronics
(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC
(AD) Code 3 Service, LLC
(AE) Dana Safety Supply, Inc.
(AF) Chalmers Ford, Inc. dba MHQ
(AG) Enchanted Technology Solutions, LLC
(AH) Federal Signal Corporation
(AI) Frontline Upfitting, LLC
(AM) Organ Mountain Graphix, LLC
(AO) State of Emergency Upfitting, LLC
(AP) Gonzales, Joshua dba The Wrap Lab
(AQ) WAC Upfitters, LLC
(AR) West Mesa Auto Craft, Inc.
(AS) Mobile Communications America, Inc.

Vendor (AL) New Mexico Emergency Products at the same terms and conditions with a price increase as shown on Page 2.

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 4/23/2024

DocuSign Envelope ID: D6EF6142-CBA4-415D-8565-CADF193D542B

Vendor (AL) New Mexico Emergency Products

Item	Description	Previous Price	New Price
011	Labor/repair & installation cost per hour	$95.00	$105.00
017	Labor / repair & installation cost per hour	$95.00	$105.00
022	Hourly Labor rate for Installation and Repairs	$95.00	$105.00
025	Maintenance of the in-car camera and equipment	$95.00	$105.00
034	Installation and vehicle prep services: includes all labor relating to prepping and installation of wraps and decals on law enforcement vehicles	$95.00	$105.00
042	Discount off parts catalog or list price for related accessories pertaining to push bars	$95.00	$105.00
044	Labor/repair & installation cost per hour related to interior accessories	$95.00	$105.00
046	Labor/repair & installation cost per hour related to exterior accessories	$95.00	$105.00

DocuSign

Certificate Of Completion

Envelope Id: D6EF6142CBA4415D8565CADF193D542B
Status: Completed
Subject: Extension Amendment for 20-00000-21-00030 Police Vehicle Equipment Parts and Labor
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Karen G Acosta
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Karen.Acosta-Gonzal@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/23/2024 7:28:56 AM
Holder: Karen G Acosta
Karen.Acosta-Gonzal@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/23/2024 7:33:19 AM Viewed: 4/23/2024 7:35:33 AM Signed: 4/23/2024 7:35:36 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Karen G Acosta karen.acosta-gonzal@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	KGA Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/23/2024 7:35:37 AM Viewed: 4/23/2024 7:37:16 AM Signed: 4/23/2024 7:37:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/23/2024 7:37:21 AM Viewed: 4/23/2024 7:44:07 AM Signed: 4/23/2024 7:44:13 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2024 7:33:19 AM
Certified Delivered	Security Checked	4/23/2024 7:44:07 AM
Signing Complete	Security Checked	4/23/2024 7:44:13 AM
Completed	Security Checked	4/23/2024 7:44:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

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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:

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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

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

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

J. Required hardware and software

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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.

DocuSign Envelope ID: 8818EC91-C827-43CB-B2E4-C6C433F2B17E

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AS) 0000178316
Mobile Communications America, Inc.
PO Box 1458
Charlotte, NC 28201

Email: latifalam@callmc.com
Telephone No. (847) 309-0181

Number**: 20-00000-21-00030**

Amendment No.**: Three**

Term**: April 25, 2022 – April 24, 2024**

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

Invoice:
As Requested at Time of Order

Procurement Specialist**: Karen G. Acosta Gonzalez** KGA

Telephone No.**: (505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title**: Police Vehicle Equipment, Parts and Labor**

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

This amendment is issued to reflect the following effective immediately:

Vendor R.T.C., Inc. has been acquired by Mobile Communications America, Inc.

From:	To:
(AN) 0000086640	(AS) 0000178316
R.T.C., Inc	Mobile Communications America, Inc.
300 E. Sunset Rd.	PO Box 1458
El Paso, TX. 79922	Charlotte, NC 28201
915- 584-6646	847- 309-0181
omar@rtcinc.org	latifalam@callmc.com

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

Accepted for the State of New Mexico

Natalie Martinez

Date: 3/14/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

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

DocuSign

Certificate Of Completion

Envelope Id: 8818EC91C82743CBB2E4C6C433F2B17E
Status: Completed
Subject: Name Change Amendment 20-00000-21-00030 Police Vehicles
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Karen G Acosta
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Karen.Acosta-Gonzal@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/13/2024 7:36:03 AM
Holder: Karen G Acosta
Karen.Acosta-Gonzal@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/13/2024 7:37:37 AM Viewed: 3/13/2024 7:40:15 AM Signed: 3/13/2024 7:40:30 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Karen G Acosta karen.acosta-gonzal@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	KGA Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/13/2024 7:40:31 AM Viewed: 3/13/2024 7:41:13 AM Signed: 3/13/2024 7:41:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Natalie Martinez Natalie.Martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/13/2024 7:41:16 AM Viewed: 3/14/2024 3:19:49 PM Signed: 3/14/2024 3:24:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2024 7:37:37 AM
Certified Delivered	Security Checked	3/14/2024 3:19:49 PM
Signing Complete	Security Checked	3/14/2024 3:24:24 PM
Completed	Security Checked	3/14/2024 3:24:24 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:

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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.SPDinfo@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.SPDinfo@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

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

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

J. Required hardware and software

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

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

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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.

DocuSign Envelope ID: D4B41B1A-164B-48FF-B86E-78DD1F743A2C

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AK) 0000013468
Motorola Solutions, Inc.
13104 Collections Center Drive
Attn: Motorola Solutions Lockbox Services
Chicago, IL 60693
Email: watchguard.sales.support@motorolasolutions.com
Telephone No.: 1-800-605-6734

Number: **20-00000-21-00030**

Amendment No.: **Two**

Term: **April 25, 2022 – April 24, 2024**

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

Invoice:
As Requested

Procurement Specialist: **Tami Concha** JC

Telephone No.: **(505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2023 to April 24, 2024 at the same price, terms and conditions.

Update Item 20 for Vendor (AK) Motorola Solutions, Inc. as follows:

Item	Description	Percentage Discount
20	**Camera (with or without) wireless downloading capability Manufacturer:**	
	Motorola Solutions V300 Wifi/Bluetooth Body Camera	20%
	Motorola Solutions Vista XLT 2-Piece Body Camera	20%
	Motorola Solutions Vista Wifi Body Camera - REMOVED	N/A

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/18/2023

New Mexico State Purchasing Agent

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

DocuSign

Certificate Of Completion

Envelope Id: D4B41B1A164B48FFB86E78DD1F743A2C
Status: Completed
Subject: Please DocuSign: 20-00000-21-00030 Police Vehicle Equipment A002
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Tami Concha
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Tami.Concha@gsd.nm.gov
IP Address: 174.56.109.88

Record Tracking

Status: Original
4/18/2023 8:52:10 AM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/18/2023 8:54:09 AM Viewed: 4/18/2023 8:58:17 AM Signed: 4/18/2023 9:21:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88	Sent: 4/18/2023 9:21:59 AM Viewed: 4/18/2023 9:22:25 AM Signed: 4/18/2023 9:22:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.237.194 Signed using mobile	Sent: 4/18/2023 9:22:41 AM Viewed: 4/18/2023 9:46:09 AM Signed: 4/18/2023 9:46:21 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/18/2023 8:54:09 AM
Envelope Updated	Security Checked	4/18/2023 9:19:28 AM
Envelope Updated	Security Checked	4/18/2023 9:19:28 AM
Certified Delivered	Security Checked	4/18/2023 9:46:09 AM
Signing Complete	Security Checked	4/18/2023 9:46:21 AM
Completed	Security Checked	4/18/2023 9:46:21 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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.

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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.SPDinfo@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

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I. To withdraw your consent with SPD

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

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

J. Required hardware and software

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

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- 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.

DocuSign Envelope ID: 97C34AF0-7853-49C3-AC0A-0120BD5D5242

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
17 Vendors

Number**: 20-00000-21-00030**

Amendment No.**: One**

Term**: April 25, 2022 – April 24, 2024**

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

Invoice:
As Requested at Time of Order

Procurement Specialist**: Tami Concha** JC

Telephone No.**: (505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Title**: Police Vehicle Equipment, Parts and Labor**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2023 to April 24, 2024 at the same price, terms and conditions for the following Vendors.

(AA) BJW Ventures, LLC dba Accessories Unlimited
(AB) Advanced Communications and Electronics
(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC
(AD) Code 3 Service, LLC
(AE) Dana Safety Supply, Inc.
(AF) Chalmers Ford, Inc. dba MHQ
(AG) Enchanted Technology Solutions, LLC
(AH) Federal Signal Corporation
(AI) Frontline Upfitting, LLC
(AJ) MFLL Inc dba Melloy Ford
(AL) New Mexico Emergency Products
(AM) Organ Mountain Graphix, LLC
(AN) RTC, Inc
(AO) State of Emergency Upfitting, LLC
(AP) Gonzales, Joshua dba The Wrap Lab
(AQ) WAC Upfitters, LLC
(AR) West Mesa Auto Craft, Inc.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/29/2023

Acting New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: 97C34AF0785349C3AC0A0120BD5D5242
Status: Completed
Subject: Please DocuSign: 20-00000-21-00030 Police Vehicle Equipment A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Tami Concha
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Tami.Concha@gsd.nm.gov
IP Address: 174.56.109.88

Record Tracking

Status: Original
3/29/2023 11:44:53 AM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/29/2023 11:46:36 AM Viewed: 3/29/2023 11:47:14 AM Signed: 3/29/2023 11:47:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88	Sent: 3/29/2023 11:47:44 AM Viewed: 3/29/2023 11:50:06 AM Signed: 3/29/2023 11:50:10 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/29/2023 11:50:11 AM Viewed: 3/29/2023 12:01:23 PM Signed: 3/29/2023 12:07:07 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2023 11:46:36 AM
Certified Delivered	Security Checked	3/29/2023 12:01:23 PM
Signing Complete	Security Checked	3/29/2023 12:07:07 PM
Completed	Security Checked	3/29/2023 12:07:07 PM

Payment Events	Status	Timestamps

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- 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.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
18 Vendors (see page 6)

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-21-00030**

Payment Terms**:** **Net 30**

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

Delivery**:** **As Requested**

Procurement Specialist**:** **Tami Concha** JC

Telephone No.**:** **(505) 660-3671**

Email: **Tami.Concha@state.nm.us**

Title**:** **Police Vehicle Equipment, Parts and Labor**

Term**:** **April 25, 2022 – April 24, 2023**

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

M... Mexico State Purchasing Agent

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

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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

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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)

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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.

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Awarded Vendors:

(AA) 0000132535
BJW Ventures, LLC dba
Accessories Unlimited
2322 Candelaria NE
Albuquerque, NM 87107
505-888-5811
jordan.accunlimited@gmail.com

Payment Term: Net 30

Delivery: FOB Dealer

(AB) 0000051480
Advanced Communications and Electronics
2417 Baylor Dr. SE
Albuquerque, NM 87106
505-244-3321
sales@advtwoway.com
service@advtwoway.com

Payment Term: Net 30

Delivery: 10 days ARO

(AC) 0000155534
Blue Sky Upfitting, LLC
48 Wind Dancer Rd
Edgewood, NM 87015
505-553-5239
blueskyupfitting@yahoo.com

Payment Term: Net 30

Delivery: As Requested

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

Payment Term: Net 30

Delivery: FOB

(AE) 0000165807
Dana Safety Supply, Inc
PO Box 117297
Atlanta, GA 30368-7297
813-348-4866
bids@danasafetysupply.com

Payment Term: Net 30

Delivery: 30 days ARO is standard delivery time

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(AF) 0000051541
Chalmers Ford DBA MHQ
West 5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
505-821-0667
jgranger@mhqwest.com

Payment Term: Net 30

Delivery: 30-120 days depending on product. Materials/Chip Shortages may affect these delivery times.

(AG) 0000135964
Enchanted Technology Solutions, LLC
6615 Sujeto Rd. NW
Albuquerque, NM 87120
(505) 946-8219
jeffg@ets.us.com

Payment Term: Net 30

Delivery: 4-6 Weeks or as requested

(AH) 0000091507
Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
(708)534-3400
policefireorders@fedsig.com
service@fedsig.com

Payment Term: Net 30

Delivery: 30 days FOB

(AI) 0000165776
Frontline Upfitting LLC
3008 Walsh Loop SE
Rio Rancho NM 87124
(505) 980-0466
javis@frontlinenm.com

Payment Term: Net 30

Delivery: As Requested

(AJ) 0000137862
MFLL, Inc dba Melloy Ford
499 Emilio Lopez Rd
Los Lunas, NM 87031
505-866-3005
randy@melloyfleet.com

Payment Term: Net 10 days

Delivery: As Requested

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(AK) 0000013468
Motorola Solutions Inc
13104 Collections Center Drive
Attn: Motorola Solutions Lockbox Services
Chicago, IL 60693
1-800-605-6734
Watchguard.sales.support@motorolasolutions.com

Payment Term: Net 30 from date of invoice. MSI will invoice upon delivery

Delivery: Freight on Board Destination

(AL) 0000009746
New Mexico Emergency Products
3211 University Blvd. SE suite C
Albuquerque NM, 87106
(505) 242-9111
mike.lanctot@aep-na.com

Payment Term: Net 30

Delivery: As requested by the user agency

(AM) 0000165769
Organ Mountain Graphix, LLC
1771 W. Hadley Ave
Las Cruces, NM 88005
575-993-4465
organmountaingraphixllc@gmail.com

Payment Term: 30 days

Delivery: 1-3 Business Days

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

Payment Term: Net 30

Delivery: 2-6 weeks depending on product

(AO) 0000144998
STATE OF EMERGENCY UPFITTING LLC
1908 1st Street NW
Albuquerque New Mexico 87102
505-900-3486 O / 505-702-1450 C
stateofemergencynm@gmail.com

Payment Term: Net 30

Delivery: As Requested

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(AP) 0000143639
The Wrap Lab LLC
5445 Edith Blvd Ne Suite G
Albuquerque NM 87107
505-267-7758
thewraplabnm@gmail.com

Payment Term: Net 30

Delivery: As Requested

(AQ) 0000125381
WAC Upfitters, LLC
2322 Candelaria Rd NE
Albuquerque, NM 87107
505-554-1966
Admin@wacupfitters.com

Payment Term: Net 30

Delivery: Dealers place of business

(AR) 0000050718
West Mesa Auto Craft, Inc.
122 Frontage Rd
Rio Rancho, NM 87124
505-891-0774
steve@wmepnm.com

Payment Term: Net 30

Delivery: As Requested

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Specifications:
To establish a price agreement for police vehicle equipment, parts, and labor. The purpose of the specifications is to establish acceptable products to be installed in New Mexico State Police and other law enforcement vehicles. The equipment categories will include 1) computer stands, consoles, modems, accessories, and labor; 2) visual and audio warning systems, parts, supplies and labor; 3) in-car digital camera, equipment, and labor; and 4) decals, wraps, stripes, letters, and labor. The average order for the above equipment is 60-100 per year.

The term of this price agreement shall be for one (1) year from date of award with an option to extend for a period of up to five (5) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms, and conditions. This agreement shall not exceed six (6) years.

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 ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted***. No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Quantities Goods & Services:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

Brand Name or Equal:
The use of a brand name is for the purpose of describing the standard of quality, performance and a characteristic desired and is not to limit or restrict competition.

Ornamentation/Advertising:
The New Mexico State Police or any other agency utilizing this agreement shall in no way be referenced to endorse or advertise any product or service in any manner.

Please note: Vendors must bid specifically as requested in bid specifications. Bidders are encouraged to submit descriptive literature with their bid.

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Award:
In order to provide the using agencies with the widest possible variety of goods and services multiple awards may be issued for ALL items. Bid responses must include a firm fixed fully loaded price to include all overhead, shipping, and any other associated cost. Determination for award shall be based upon the lowest total cost of each item listed per category or based upon the total lowest cost per category and the bidder's abilities to meet the "minimum and submittal requirements" of the Invitation to Bid, whichever is in the best interest of the State of New Mexico.
Successful vendor should be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico, with O.E.M. certified mechanics qualified to repair, service and install all items bid.

General Specifications:
The following specifications are intended to describe the minimum requirements for all items in this ITB. Actual dimensions and configuration, such as size, color or mounting location will be determined by the ordering agency.

Specifications for Computer Stands, Consoles and Modems:

Computer stands:
Only **complete** computer stands, with brackets and hardware, will be accepted. Items must be standard production items and may not be specially built for this bid. Bids must be for the complete unit that includes the adjustable major portion of the computer stand. Units must be packaged to protect the stand, brackets, and hardware.

Computer Stand Specifications:
1. The stand must be made of a durable heavy-duty construction.
2. The computer stand must be designed for proper fit in law enforcement vehicles.
3. Computer mounts to attach to passenger side factory seat bolts.
4. Should have a 9" swing and 9" slide arms to be able to rotate 360 degrees.
5. Designed to extend a minimum of 8"
6. Designed to allow computer mount to be centered over console, out of passenger area.
7. Pivot mount bolted to slide arm for docking stations, laptops, keyboards and 2-piece computers.
8. Must have support brace to minimize vibrations.

Consoles:
Consoles must be able to contain and protect wiring and equipment installed in the equipment consoles. (Installed equipment to include but not be limited to: lighting controls, siren, radio, and other controls as applicable).

Only **complete** consoles with faceplates, brackets, and hardware, will be accepted. Bids must be for the complete unit that includes the adjustable major portion of the consoles. Units must be packaged to protect the console, faceplates, brackets, and hardware.

Console Specifications:
1. The console must contain heavy duty material to withstand police use.
2. The console must be designed for proper fit in police pursuit vehicles and must be compatible with the computer stand.
3. Must have a cup holder, arm rest, map light and accessory power supply.
4. The console must contain the faceplates, brackets, and hardware.

Modems:
Only **complete** modems, with connecting cables and mounting hardware, will be accepted. Items must be standard production items and may not be specially built for this bid. Bids must be for the complete unit that includes the adjustable major portion of the modem. Units must be individually packaged to protect the modem, cables, and hardware.

Modem Specifications:
1. The modem must contain an Ethernet Interface with DC power cable.

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2. The modem antenna must be dual band and bolt mount.
3. The modem must come with all needed Ethernet Cables and hardware.

Peripherals and other Accessories:
Peripherals, such as printers, radios, vehicle security systems, GPS remote starting systems, wiring harness, gun lock timers and other accessories will vary according to the requirements of the ordering agency.

Specifications for Visual and Audio Warning Systems, Parts, Supplies and Labor:
All items bid in this category shall conform to the Society of Automotive Engineers (SAE) or California Code Certifications, Title 13.

When an item is identified by manufacturer's name, trade name, catalog number or reference, it is the responsibility of the bidder to document brand name equals in the space provided for each item or to make changes on manufacturer's numbers on each item if the numbers have been changed.

These specifications are for vehicle-mounted roof lights, vehicle-mounted rear deck lights, LED light systems, directional light controls, sirens, and speakers. The systems must be suitable for mounting in or on high-speed emergency vehicles operated by New Mexico Department of Public Safety and other New Mexico law enforcement and public safety agencies.

Acceptable Equipment:
Only **complete** equipment, consisting of the lighting system, lenses, covers, mounting brackets, and power and/or control cable will be accepted. All items offered shall be standard production models of the manufacturer and except for configuration, may not be built especially for this bid request. Repair parts must be readily available to New Mexico Department of Public Safety or user agency/entity without unreasonable delay. No additional charges will be accepted. All prices bid per unit **shall** include all delivery charges to the purchaser's place of business within the State of New Mexico. The successful bidder shall be authorized by the manufacturer and required to: offer warranty repair service when requested by the end user; stock repair parts and finished products locally in the State of New Mexico.

Specifications for Light-Emitting Diode (LED) Light Bar and LED lights:
This specification describes the minimum requirements for visual warning system for emergency vehicles. The light bar shall utilize reflector LED-based technology and reliable onboard circuitry manufacturing design. The light bar must be capable of removal without disassembly of the interior components for ease of service or repair. The light bar must be compatible with current Department of Public Safety equipment.

Light Bar:
LED heads shall consist of reflector modules utilizing most current technology. Each module shall be offset, use a compound curve and polished-reflector design, and shall contain at least twelve (12) diodes, projecting downward into the reflector assemblies. Modules shall be available in red, white, blue, and amber LEDs, chosen by user agency. Each light bar shall contain at least twenty-two (22) reflector modules, with a total of three hundred and twenty-four (324) most current lamp diodes. Microprocessor controls shall be utilized to provide a total of twenty-eight (28) user-selectable flash patterns, including an intersection mode and a low-power "dim" mode. The light bar must contain three (3) prioritized modes of operation with mode 3 the highest priority. Mode 3 will override mode 2 and mode 2 will override mode 1. Each of the three modes will provide preset flash patterns that can be activated for various stages of the emergency vehicle's warning light levels of operation. Modules shall be field-replaceable and shall meet SAE J595 light output, SAE 1113/41 RFI, and SAE J845 standards. No exceptions will be allowed.

Alley Lights:
Alley lights shall be integrated into the light bar. Each module shall contain at least twelve (12) diodes on the driver and passenger side. No exceptions will be allowed

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Flood Lights:
Flood lights shall be 360 degrees visibility and integrated in the light bar. Each module shall contain at least six (6) diodes and be white LED. No exceptions will be allowed.

Construction:
The Light Bar shall be a single piece, polycarbonate, based on a minimum 1/8" thick extrusion that shall provide strength without excessive weight. Housing shall be molded polycarbonate for durability. Colors (clear, red, blue, or amber) shall be specified by user agency. The dome shall be secured with barrel nuts and shall use "O" rings for a waterproof seal.

Mounts:
A pair of stainless-steel installation brackets, vehicle specific, shall be included. The mounting brackets must allow for height and pitch adjustment. Mounting legs must be adjustable for distance to allow for differing roof lines. No exceptions will be allowed.

Dimensions:
The Light Bar must be no more than 2" in height, no less than 10" in width, and 44" in overall length. 51" overall length light bar for trucks and large SUVs with the same height and width.

Warranty:
The warranty period shall be five years parts replacement, one year labor.

Specifications for Siren/Light Control:
This specification describes the minimum requirements for a siren/switching/public address combination for emergency vehicles. The system shall be compatible with 12 Volt DC, negative ground vehicles, two-way radios, vehicle lighting and speakers. The system shall be compatible with current department of public safety equipment.

Construction:
The control should be a programmable siren/light controller with remote mount amplifier and have a programmable illuminated push button with three position slide switch with built-in traffic control and display capability. It should have a minimum of fourteen solid state relays and external fuses. It should be capable of using a Cat5 siren controller and light bar. It shall contain directional warning capability.

Sounds:
System shall have siren sounds and non-siren sounds. The siren sounds shall include manual, wail, and yelp. Manual shall consist of a tone that rises as the vehicle's horn button or the siren's manual button is pressed. Momentary application shall produce a brief burst. Wail and yelp shall provide tones that automatically rise between 500 Hz and 1650 Hz eleven times per minute. Frequencies below 500 Hz shall be eliminated to avoid speaker damage. Non-siren sounds shall include an air-horn type sound at 1000 Hz, a choice of two high/low alternating 600 Hz and 1350 Hz sounds, and a hetro sound. The system shall offer an alarm input for K9, or burglar alarm uses.

Siren Operation:
System shall stop siren when vehicle is shifted into park but allow continued operation of public address and lighting circuits. System shall allow either a five-second override (change of tone for five seconds when horn button or manual switch is pressed), lock (tone is changed when horn button or manual switch is pressed and changed back upon pressing again), or sweep (siren cycles through three siren sounds every six seconds upon pressing horn button or manual switch, returned to normal operation upon pressing again).

Public Address:
The public address system shall provide inputs for radio and microphone audio. The included microphone can be dedicated for P.A. or can be common between radio and P.A. system. The output power shall be 50 Watts 400 Hz to 10K Hz with less than 10% harmonic distortion. Volume shall be established with three fixed settings via two externally accessible potentiometers.

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Electrical:
Total switching system capacity shall be 205 Amperes. The system shall have a slide switch with the following functions: five sequenced circuits for warning light control having a total capacity of 60 Amperes; lever positions 1 & 2 shall turn on warning lights without siren, position 3 shall activate siren also; lever position 3 shall transfer horn ring for siren control (use of external relays is unacceptable; the slide switch shall be rated at 800,000 cycle life. Accessory switches shall provide the following functions from left to right: takedown control (30 Ampere capacity), brake and backup light cutoff (two separate circuits at 30 Ampere capacity each), right and left alley light control (30 Ampere each), auxiliary control (fourth, up position, 30 Ampere capacity), gunlock (fourth, down position) release with optional plug-in 9-second timer. Siren and accessory selector switches shall have 50,000 cycle life rating; accessory switch relays shall have a life rating of 500,000 cycles and be rated for 30 Amperes each. Indicator lights shall have a life rating of 100,000 flashing hours, while panel lights shall have a life rating of 16,000 hours.

Warranty:
Electronic components shall be warrantied for five years. Switches, panel lights, hardware, and non-electronic parts shall be warrantied for three years.

Specifications for Rear Deck Warning Light:
This specification describes the minimum requirements for a rear, low profile, deck warning light, capable of mounting in the rear deck of emergency vehicles. The system must be supplied with a universal mounting kit for mounting in department of public safety vehicles. The system shall be compatible with 12 Volt DC systems and current department of public safety equipment.

Construction:
The system housing shall be constructed of a durable material to withstand heavy duty activities. It must have a minimum of eight reflectors containing at least three LED Diodes. The system shall be capable of operation in temperatures from -30 degrees c to 65 degrees c and weight no more than 4.2 lbs. (shipping weight).

Electrical:
The system must draw no more than 4.68 Amperes and operate at 12.8 Volts DC. It must comply with FCC part 15, SAE 113/41 RFI, SAE J595, and SAE J2498.

Warranty:
Warranty period shall be five years parts, one year labor.

Specifications for LED Corner Inserts:
This specification describes the minimum requirements for a LED insert consisting of at least nine LEDs per head designed for installation in existing light housings of emergency vehicles. The system must be capable of cloning other identical systems to the same configuration with a cloning cable while only one is powered to save installation time. The system shall offer a built-in power supply, reverse polarity protection and the system must be waterproof. Light head dimensions shall be no bigger than 1.5” in base by 1.0” in width. Equipment must be compatible with current department of public safety equipment.

Electrical:
System shall operate at full power from 12-30 Volts DC. It shall operate at reduced power from 7-12 Volts DC. The system shall require no more than 7 Amperes at 12 Volts DC and have standby current of no more than 6.5mA.

Warranty:
Product shall be warrantied for five years, except strobe tubes, which shall be warrantied for one year.

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Patrol Vehicle In-Car Digital Camera and Equipment

The camera must be capable to be record / play back within the unit as well as be able to record many different traffic stops without interruptions. The digital camera must be able to operate in extreme cold as well as hot conditions. The camera should be able to record all actions performed by an officer while engaged in high-speeds and to not skip when being driven on rough roads.

The camera shall, in all aspects, meet or exceed all requirements of the federal government for the year and model bid. The camera shall include all standard equipment and components normally sold and marketed to the retail public.

Illustrative and Technical Data:

Bidder must submit with bid packet two (2) sets of illustrative product brochures and all technical data identifying all equipment included with the digital camera including performance and specifications.

Repair Parts:

It is the responsibility of the contractor supplying the video unit to ensure an adequate stock of all parts, regular and special parts to meet the continuing service and repair needs of the New Mexico State Police and/or user agency without undue delay. All repair parts must be received within seventy-two (72) hours of Purchase Order receipt.

Technical Information:

The successful bidder shall provide the following technical information prior to the delivery of the first camera delivery:

A. Service Shop Manual covering all aspects of the Digital Camera (covering all components) eight (8) copies.
B. Owner's Manuals (with the warranty provisions).

Video Systems and requirements:

Performance Testing and Product Evaluation: The emphasis of the testing will be on recording quality while subjected to outside interference from the following systems, but not limited to:

A. High powered television stations.
B. Other radio frequency interference sources including UHF, VHF, and HF transmitters.
C. Automobile alternator, ignition, and electrical systems.
D. Automobile air conditioner fan motor.
E. High voltage power lines, traffic signals, neon signs, etc.

The agency reserves the right to have the digital video system examined by any other qualified agency, for acceptable design, construction fabrication and assembly methods.

A. Patent Infringement. The seller shall indemnify and save harmless the agency and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, infringement, the Seller, within a reasonable time, will at its expense and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefore.

B. The bidder shall state manufacturer and model number of the recorder, camera, monitor and wireless microphone.

Video System Specifications/System Description:

Overall Description of Digital System:

The digital patrol car surveillance system shall consist of a mounted miniature camera, ruggedized recorder, and overhead control center with compact monitor, and wireless microphone to provide digital audio and video recording of traffic stops, pursuits, D.U.I. tests, etc.

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Video authentication shall be provided by a timestamp embedded in the video. This time-stamp information shall be recorded in a proprietary format that cannot be duplicated outside the vehicle to ensure any attempts to alter the video are detected. Proprietary software designed to detect and reveal alterations to video files shall be supplied.

The miniature camera shall be Charged Coupled Device (CCD) type and shall be capable of operating in extreme weather conditions. Its small size shall not obstruct the driver's field of view.

The overhead control center shall be mounted within easy reach of the driver's seat and give the officer the ability to review recorded segments. The system shall also protect recorded segments to insure they are not recorded over.

The wireless microphone shall allow audio recording of events inside/outside the car. The microphone supplied shall be ready to operate on two frequencies that can be selected using the transmitter's power switch.

All cables and hardware required for installation and operation shall be supplied.

Each digital in-car video system shall be capable of interfacing with compatible traffic radar units. Target and patrol speeds shall be displayed on the monitor and recorded on the digital media simultaneously with the video being recorded by the camera.

Color Camera Specifications:
The CCD camera shall be high resolution, full color with an auto iris, fixed focus, and motorized zoom lens. The motorized zoom lens shall offer a minimum of 10X optical zoom. The camera shall include auto and manual focus capabilities, auto white balance, and backlight compensation.

The camera shall house the video system’s external record/microphone indicator. This indicator shall consist of an LED built into the front of the camera’s housing to indicate to an officer outside the vehicle that the recorder is recording, and that audio from the wireless transmitter is being received.

The auto iris lens shall automatically adjust for varying light levels from day to night. The use of electronic shuttering to adjust for varying light levels shall not be acceptable.

The camera shall be capable of mounting within the Overhead Control Center or outside the Control Center using a heavy-duty, spring loaded, dual-ball pivot mount. The dual-ball mount shall allow the camera to be easily positioned, rotated 360° and secured in place without tools.

Video Compression and Recording Specifications:
The digital video system shall be capable of supporting either a SD card or hard disk drive (HDD). The drive shall be housed in an enclosure that is secure.

The following record times shall be achievable on a 40 GB HDD or 40 GB SD card:
High resolution mode – 52 hours,
Normal resolution mode – 73 hours,
Low resolution – 91 hours 20 minutes.

The system shall include a buffer memory for pre-event recording. This buffer shall be capable of capturing at least 60 seconds of video prior to the recorder being activated.

The digital recorder shall have an operating temperature range of 20°F to 120°F (-7°C to 49°C). When packaged in the environmentally controlled vault, the recorder shall be capable of operating in temperatures ranging from –20°F to 150°F (-29°C to 66°C)

The video system shall draw no more than 12 amps @ 12 VDC with both recorder and environmental system operating. In normal operation, the system shall draw approximately 2 amps.

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Overhead Controls Specifications:
All system controls and the system monitor shall be packaged in an overhead mounted integrated controller.

The control center shall be designed so that controls for power, record, stop, and auto zoom are the most prominent buttons on the control center. All controls shall be identified with back-lighted legends for night operation.

The system shall allow a second camera to be added without requiring hardware or software changes. The control center shall include a camera switch that is used when the system is equipped with two cameras. This switch shall have no effect when the system is equipped with one camera. This shall ensure video from the single camera will be seen, regardless of the camera switch's position.

The overhead control center shall accommodate an optional miniature rear-facing camera. The lens shall offer a fixed-focus wide-angle lens sufficient to cover the back seat area. No adjustment of this camera shall be required.

The control center shall have a frequency switch for the wireless microphone system's receiver. This switch shall allow the operator to easily select from the two microphone frequencies available.

The control center shall have the ability to start the recorder from outside the car using the wireless microphone.

Control center features shall include:
A. Power on/off.
B. Record start/stop.
C. Video review: play, previous file, next file, pause, rewind, fast forward.
D. On-screen rewind and fast forward (Search).
E. Zoom wide/tele.
F. Auto zoom.
G. Digital auto zoom. The control center shall allow the operator to select whether the camera's digital zoom is used during auto zoom.
H. Focus auto/manual.
I. Backlight compensation.

The control center shall include a set-up menu that shall include the following features/options:

A. User Friendly Access – Pressing any switch on the monitor shall access the main menu. Menu access and entry shall not require a separate programmer or external device.
B. Limiting Menu Access - A method shall be available to limit access to the menu. If this method is selected, a key shall be required to gain access to the set-up menu.
C. Time and Date Generator - Records time on the tape in hours, minutes, and seconds.
D. Time and Date Position - The time and date shall be capable of being placed at the top or bottom of the screen.
E. Time and Date Format - Three time and date formats shall be available through the Set-Up Menu: MM/DD/YY, DD/MM/YY, and MM/DD/YYYY.
F. Flash Preference - The set-up menu shall allow the operator to set the display to flash every 60 seconds or to remain steady. Flashing the display prevents it from covering important details in the scene.
G. Selectable Resolution - Three resolution modes shall be available through the Set-Up Menu.
H. Auto Zoom Positions - The telephoto and wide-angle positions used for Auto Zoom shall be adjustable through the Set-Up menu.

The control center shall include the speaker used to activate the optional automatic audio transmitter.

The control center shall provide a connector for a radar interface to compatible radar showing target and patrol speeds to document tracking history. Operational messages shall also be recorded: RFI hold, crystal error, and low voltage. The video system shall be capable of directly communicating with radar products, without the use of a separate translator device.

Color Monitor Specifications:
A high-quality active-matrix color LCD monitor shall be provided for focusing the camera and for continuous viewing.

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The monitor shall mount in the overhead control center on a swivel mount that allows it to be recessed up into the housing or swing down and swivel side-to-side for the best viewing angle. It shall include a soft rubber outer shell to prevent the operator from contacting hard and/or sharp corners. Controls shall be provided for power/volume and brightness.

The monitor's screen shall be non-reflective for optimum viewing in the vehicle. Mirror-like reflective screens shall not be acceptable. The screen size shall be a minimum of 4” measured diagonally. The monitor's dimensions shall not exceed 4.55" x 3.45" x 2.25" w/h/d (11.5 x 8.8 x 5.7 cm w/h/d). The monitor's weight shall not exceed 1 lb. (.71 kg).

The monitor's audio shall be played over two 1.5” speakers. The total audio output of these speakers shall be no less than 200 MW (14.4 ohms). Audio and video monitoring shall be possible whether or not the system is recording.

The monitor shall be capable of displaying:

A. Time and date
B. Emergency lights indicator (L)
C. Siren indicator (S)
D. Microphone reception indicator (M)
E. Brake use indicator (B)
F. Target and patrol speeds from radar

High Performance Audio Transmitter/Receiver Specifications:

The wireless microphone system shall be compact and lightweight, and easily attach to the officer's uniform. It shall include a right-angle modular plug that easily detaches from the transmitter. Hard wired microphones shall not be acceptable. Transmitter shall be capable of operating 8-10 hours on one battery.

An optional upgrade shall be available to vary the transmitter’s primary frequency, allowing multiple vehicles to operate their transmitters at the same scene without interference.

The receiver shall be mounted in the recorder enclosure for convenient access to the trunk mounted (or patch) antenna.

A hard wired in-car microphone shall be available to record conversations inside the patrol vehicle simultaneously with conversations recorded with the wireless mic. The in-car microphone shall mount inside the passenger compartment and be controlled by a switch integrated with the Control Center.

Operating Instructions and Specification Manual:

A full and complete set of operating instructions shall be furnished by the contractor with each unit.

Manufacturer’s Quality Control and Testing:

All electrical components utilized, including integrated circuits, shall be a high reliability commercial grade part. Each individual electrical and electronic component shall be subjected to a complete quality control inspection. This is required before installation into printed circuit board or other sub-assembly.

All assembled printed circuit boards and sub-assemblies shall be thoroughly inspected and completely tested mechanically and electrically before installed into video system. All printed circuit boards shall be glass epoxy, type FR4 or equivalent. Also, all high-density circuit boards shall be the solder mask type.

All components dissipating power in excess of one watt and mounted directly against a circuit board shall have adequate heat sinks for circuit board protection. All electronic and electrical components shall only be utilized within their manufacturer's operating specifications, pertaining to voltage, current and heat dissipation characteristics.

Each complete video system shall be individually bench tested for all functions and test parameters.

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Warranty:
The manufacturer shall at a minimum fully guarantee the digital patrol car video systems to be free of defects in materials and workmanship for a period of one year from the date of delivery to the agency. This warranty shall not extend to finish, appearance items, or malfunction due to abuse, neglect, misuse, accidents, or operation under other than specified conditions. Warranty shall be a minimum of one (1) year.

Vehicle Wraps and Decals
This category describes services, materials, and specifications for marking police vehicles which includes: 1) designing/creating new designs and modifying existing designs, 2) furnishing and installing decals and wraps on various vehicles as required, 3) miscellaneous repairs on previously decaled or wrapped vehicles as needed.

Design Services:
Includes all services regarding creation of new designs, setup, proofing and editing of existing designs at a set hourly rate.

Standard Specifications:
Decals applied to police vehicles shall be high-performance, high-quality materials with a minimum manufacturer's warranty. The product thickness, color, strength, reflectivity, and adhesion must be able to withstand weather and usage common to law enforcement and municipal vehicles. The product should be able to remain intact with minimal damage under conditions normally withstood by the vehicles paint and surface preparation.

Push Bar:
Heavy duty 4-gauge steel uprights
Minimum 2" wide rubber strips
Minimum 1 ½" lower tube for extra protection and added strength
Top channel options for 2 or 4 warning lights
4-gauge steel mounting brackets
Mounting bracket design minimizes bumper trimming
Black plated stainless hardware used on all visible fasteners
Uprights are pre-drilled for mounting pit bars or additional lights
Cross bar pre-drilled for mounting lights, siren, or speaker

Interior Accessories:
Heavy duty metal and/or poly carbonate construction separating front and rear seating areas. Design will vary based on type of vehicle and use, such as K-9-unit, prisoner transport, or patrol. Final type, dimensions and configuration will be determined by the ordering agency.

Ballistic door armor, seat covering, window and glass modifications, type, dimensions, and configuration will be determined by the ordering agency.

First aid items, stop sticks, fire extinguishers or other first responder type items, of which type, dimensions, configuration and mounting locations will be determined by the ordering agency.

Exterior Accessories:
Weapons and/or evidence vaults, including vaults and trays for electronics. Pick up bed covers and/or camper type shells.
Winches and winch mounts as well as bumpers and hitches, add are to be heavy duty type can be fabricated or bolt on type. Final type, dimensions and configuration will be determined by the ordering agency.
Modifications or replacements for wheels, tires and suspensions, all to be heavy duty type, all of which type, dimensions, configuration and mounting locations will be determined by the ordering agency.

**** End of Specifications ****

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items For Consoles, Stands and Modems:		
001	**1**	**%**	**Complete Computer stand, console mounted**		
			Troy Products	25% Off List	(AA)
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			Troy	5%	
			Gamber Johnson	39%	(AE)
				20%	(AF)
			Gamber Johnson	15%	(AG)
			Havis	15%	
			Other not listed	2%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Troy, CM - SDMT - SL LED	25%	(AL)
				25%	(AN)
			Troy Products	25% Off List	(AQ)
			Havis - Current Price List Discount	18%	(AR)
002	**1**	**%**	**Sedans: Complete free standing computer stand for:**		
			Ford		
			Chevrolet		
			Dodge		
			Other:_____		
			Troy Products	25% Off List	(AA)
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			Troy	5%	
				39%	(AE)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
002	**1**	**%**	**Sedans: Complete free standing computer continued**		
			See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
			Ford	15%	(AG)
			Chevrolet	15%	
			Dodge	15%	
			Gamber Johnson	15%	
			Havis	15%	
			Other not listed	2%	
			Other: Universal	15%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Dodge: Charger, TROY, CM-PSCH-SL-LED	25%	(AL)
				25%	(AN)
				25%	
				25%	
				25%	
			Troy Products	25% Off List	(AQ)
			HAVIS Current Price List Discount	18%	(AR)
			Items For Consoles, Stands and Modems:		
003	**1**	**%**	**Utility Vehicle: Complete free standing computer stand for:**		
			Ford :		
			Chevrolet :		
			Dodge :		
			Other :		
			Troy Products	25% Off List	(AA)
			Other:_____	25% Off List	
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			Troy	5%	
			Gamber Johnson	39%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
003	**1**	**%**	**Utility Vehicle: Complete free standing computer stand continued**		
			Ford	15%	(AG)
			Chevrolet	15%	
			Dodge	15%	
			Gamber Johnson	15%	
			Havis	15%	
			Other not listed	2%	
			Other: Universal	15%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Ford: PI Utility, TROY, CM-UV20-SL-LED	25%	(AL)
			Chevrolet: Tahoe, TROY, CM-21TH-SL-C	25%	
			Dodge: Charger, HAVIS Premium Package, PKG-PSM368	20%	
				25%	(AN)
			Troy Products	25% Off List	(AQ)
			Other	25% Off List	
			HAVIS Current Price List Discount	18%	(AR)
			Items For Consoles, Stands and Modems:		
004	**1**	**%**	**Pick-up Truck: Complete free standing computer stand for:**		
			Ford		
			Chevrolet		
			Dodge		
			Troy Products	25% Off List	(AA)
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			Troy	5%	
			Gamber Johnson	39%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
			Chevrolet	15%	(AG)
			Dodge	15%	
			Ford	15%	
			Gamber Johnson	15%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
004	**1**	**%**	**Pick-up Truck: Complete free standing computer stand (continued)**		
			Havis	15%	(AG)
			Other not listed	2%	continued
			Other: Universal	15%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Ford: F-150 & F250, TROY, CM-F150-SL-LED	25%	(AL)
			Chevrolet: Silverado 1500, TROY, 1500, CM-CHV19-SL_LED	25%	
			Dodge: Ram 1500,2500 & 3500 SSV, GAMBER JOHNSON, PKG # 7170-0770	35%	
				25%	(AN)
			Troy Products	25% Off List	(AQ)
			Other:	25% Off List	
			Havis Current Price List Discount	18%	(AR)
			Items For Consoles, Stands and Modems:		
005	**1**	**%**	**Sedans: Console with 10" slope and 8" mounting at level area, compatible with side-mounted computer mounts, fits exactly against OEM consoles. Must be able to mount to OEM floor plate. Includes: 4" faceplate for radio, 2" repeater faceplate, controller faceplate, console mount, metal storage tray to be 4" with a 1.75" depth, dual external cup holders, 2" faceplate for three (3) – 12V outlets.**		
			Ford		
			Chevrolet		
			Dodge		
				25% Off List	(AA)
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			PlastixPlus	5%	
			Troy	5%	
			Gamber Johnson	39%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
			Ford	15%	(AG)
			Chevrolet	15%	

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
005	**1**	**%**	**Sedans: Console with 10” slope and 8” mounting at level area, compatible with side-mounted computer mounts, fits exactly against OEM consoles continued**		
			Dodge	15%	(AG)
			Gamber Johnson	15%	Continued
			Havis	15%	
			Other not listed	2%	
			Other: Universal	15%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Dodge: Charger, TROY CC-21CH-DM-0711	25%	(AL)
				25%	(AN)
				25% Off List	(AQ)
			HAVIS Current List Price Discount	18%	(AR)
			Items For Consoles, Stands and Modems:		
006	**1**	**%**	**Utility Vehicle: Console with 12” slope, 6” mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate. Includes: 4” faceplate for radio, 2” repeater faceplate, blanks and console mount, controller faceplate, external cup holders, metal storage tray to be 4" with a 1.75" depth, 2” repeater faceplate, 2” faceplate for three (3) – 12V outlets**		
			Ford		
			Chevrolet		
			Dodge		
				25% Off List	(AA)
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			PlastixPlus	5%	
			Troy	5%	
			Gamber Johnson	39%	(AE)
			Troy Products, Havis, Gamber Johnson, Innovative; See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
006	**1**	**%**	**Utility Vehicle: Console with 12” slope, 6” mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate. Includes: 4” faceplate for radio, 2” repeater faceplate, blanks and console mount, controller faceplate, external cup holders, metal storage tray to be 4" with a 1.75" depth, 2” repeater faceplate, 2” faceplate for three (3) – 12V outlets (continued)**		
			Chevrolet	15%	(AG)
			Dodge	15%	
			Ford	15%	
			Gamber Johnson	15%	
			Havis	15%	
			Other not listed	2%	
			Other: Universal	15%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Ford: PI SUV, TROY, CC-20-UV10-L8	25%	(AL)
			Chevrolet: Tahoe, TROY, CC-21TH-0711-OS-DM	25%	
			Dodge: Durango, TROY, CC-21DUR-0810	25%	
				25%	(AN)
				25% Off List	(AQ)
			HAVIS Current List Price Discount	18%	(AR)
			Items For Consoles, Stands and Modems:		
007	**1**	**%**	**Pick-up Truck: Wide body console, fills space seat to seat, 8” slope, 12” mounting at level area - Must be able to mount to OEM floor plate. Includes: 4” faceplate for radio, 2” repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4” with a 1.75” depth, Dual internal cup holders, 2” faceplate for three (3) – 12V outlets**		
			Ford Chevrolet Dodge		
				25% Off List	(AA)
				10%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			PlastixPlus	5%	
			Troy	5%	

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
007	**1**	**%**	**Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate. (continued)**		
			Gamber Johnson	39%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
			Ford	15%	(AG)
			Chevrolet	15%	
			Dodge	15%	
			Gamber Johnson	15%	
			Havis	15%	
			Other not listed	2%	
			Other: Universal	15%	
			PMT	5%	
			Premier	5%	
			Ram	5%	
			Troy	5%	
			Ford: F-150 & F-250, TROY, CC-WBOS-20	25%	(AL)
			Chevrolet: Silverado 1500 & 2500, TROY, CC-WBOS-20	25%	
			Dodge: : RAM 1500, TROY, CC-WBOS-20	25%	
				25%	(AN)
				25% Off List	(AQ)
			HAVIS Current List Price Discount	18%	(AR)
			Other Vehicle Manufacturers JOTTO Current Price List Discount	15%	
			Items For Consoles, Stands and Modems:		
008	**1**	**%**	**Modems:** **Manufacturer:**		
			CradlePoint	3%	(AB)
			Cradlepoint	0%	(AC)
			Sierra Wireless	0%	
			Cradlepoint	5%	(AD)
			Sierra Wireless	5%	
			Cradle Point	0%	(AF)
			Sierra Wireless	0%	
			Amazon	2%	(AG)
			CalAmp	2%	
			CalAmp Services	0%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items For Consoles, Stands and Modems:		
008	**1**	**%**	**Modems (continued)**		
			Cradlepoint Hardware	5%	(AG) continued
			Cradlepoint Services	0%	
			DIGI	2%	
			DIGI Services	0%	
			GetWireless	2%	
			GetWireless Services	0%	
			Ingram Micro	2%	
			Ingram Micro Services	0%	
			inseego	2%	
			Others Modems Not Listed	2%	
			Peplink	2%	
			Peplink Services	0%	
			Real Time Ops Hardware	2%	
			Real Time Ops Services	0%	
			Sierra Wireless	5%	
			Sierra Wireless Services	0%	
			Synnex	2%	
			Synnex Services	0%	
			Tessco	2%	
			Tessco Services	0%	
			CradlePoint, Sierra Wireless www.sierrawireless.com/products-and-solutions/	0%	(AL)
				10%	(AN)
			Items For Consoles, Stands and Modems:		
009	**1**	**%**	**Antenna for modems:**	5% Off List	(AA)
				5%	(AB)
			Panorama	0%	(AC)
				5%	(AD)
			Parsec, Panorama	1%	(AF)
			Airgain	5%	(AG)
			Amazon	2%	
			Antenna for modems (Airgain)	5%	
			DIGI	2%	
			GetWireless	2%	
			Ingram Micro	2%	
			inseego	2%	
			Mobile Mounts	2%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items For Consoles, Stands and Modems:		
009	**1**	**%**	**Antenna for modems (continued)**		
			Others Antennas Not Listed	2%	(AG)
			Panorama	5%	continued
			Parsec	5%	
			Real Time Ops	2%	
			Synnex	2%	
			Taoglas	2%	
			Tessco	2%	
			airgain/antennas plus	15%	(AL)
			CradlePoint www.cradlepoint.com	0%	
			Panorama Antenna www.panorama-antennas.com	10%	
				10%	(AN)
				5% Off List	(AQ)
			Items For Consoles, Stands and Modems:		
010	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to computer stands, consoles and modems**		
				5% Off List	(AA)
			Gamber Johnson: www.gamberjohnson.com	25% Off List	
			Havis: www.havis.com	20% Off List	
			Innovative Emergency Equipment: www.idsmp.com	20% Off List	
			Jotto Desk: jottopublicsafety.gojotto.com	25% Off List	
			L-Tron: www.l-tron.com	5% Off List	
			Midland: midlandusa.com/collections/cb-radios	5% Off List	
			Panorama Antennas: panorama-antennas.com	10% Off List	
			Plastix Plus: www.pptexas.com	5% Off List	
			Troy Products: troyproducts.com	25% Off List	
				8%	(AB)
			Gamber Johnson	5%	(AC)
			Havis	20%	
			JottoDesk	20%	
			PlastixPlus	5%	
			Troy	5%	
			AntennaPlus	10%	(AD)
			Gamber Johnson	10%	
			Havis	10%	
			Jotto	10%	
			Laird	10%	
			Panorama Antennas	5%	
			Pctel	5%	
			Plastix Plus	5%	

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
010	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to computer stands, consoles and modems (continued)**		
			Pulse Larsen	10%	(AD) continued
			Tram Browning	5%	
			Troy Products	10%	
			www.danasafetysupply.com	10%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
			4K Solutions	2%	(AG)
			Airgain Connect	5%	
			Amazon	2%	
			AT&T Modem Activation and SIM Card Installation Services	0%	
			AWS	2%	
			Best Buy	2%	
			Brother	5%	
			CDW	2%	
			DIGI	2%	
			DIGI Services	0%	
			FirstNet Modem Activation and SIM Card Installation Services	0%	
			Gamber Johnson Metal passenger side mounting/console and accessory products	15%	
			Gamber Johnson non-metal accessories with electronics	2%	
			Gamber Johnson vehicle docking stations and cradles	5%	
			GetWireless Hardware	2%	
			GetWireless Services	0%	
			Havis metal passenger side mounting/console and accessory products	10%	
			Havis non-metal accessories with electronics	2%	
			Havis vehicle docking stations and cradles	5%	
			Honeywell	2%	
			Ingram Micro	5%	
			inseego	2%	
			Insight	2%	
			I-PRO	5%	
			Island Tech Solutions	2%	
			Jotto	5%	
			Lehr	2%	
			LEM Solutions	2%	
			Leonardo ELSAG	2%	
			Lind	2%	
			L-TRON	2%	
			Managed Services	0%	
			Mobile Mounts	2%	
			Newegg.com	2%	

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
010	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to computer stands, consoles and modems (continued)**		
			Nextivity	2%	(AG) Continued
			Others Related Accessories Not Listed	2%	
			Panasonic	2%	
			Pelican	2%	
			PMT	5%	
			PopUp WiFi	2%	
			Premier Mounts	5%	
			Printek	5%	
			Radio Bridge	5%	
			Ram Mounts	2%	
			RCN Technologies	2%	
			Real Time Ops Hardware	2%	
			Real Time Ops Services	0%	
			Router-Modem Configuration and Provisioning Services	0%	
			Router-Modem Deployment Services	0%	
			Router-Modem Kitting Services	0%	
			Router-Modem Support/Services	0%	
			Tech Bargains	2%	
			Tech Support	0%	
			Tiger Direct	2%	
			T-Mobile Modem Activation and SIM Card Installation Services	0%	
			Troy	5%	
			USAT	2%	
			Verizon Modem Activation and SIM Card Installation Services	0%	
			Walmart	2%	
			Weboost	5%	
			Westward Sales	2%	
			Zebra	5%	
				2%	
			911 Circuit	0%	(AI)
			Antenna Plus	0%	
			Cradlepoint	0%	
			EGIS	0%	
			Gamber Johnson	0%	
			Harris	0%	
			Jotto	0%	
			Kenwood	0%	
			Motorola	0%	
			Panorama Antennas	0%	
			Ram Products	0%	
			Setina	0%	
			Sierra Wireless	0%	
			Troy	0%	
			Viking	0%	

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
010	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to computer stands, consoles and modems (continued)**		
			Gamber Johnson at www.gamberjohnson.com	35%	(AL)
			Havis at, www. havis.com	20%	
			Jotto at, www.jottopublicsafety.com	25%	
			Magnetic Mic, at www.magneticmic.com	0%	
			Troy at, www.troyproducts.com	25%	
				10%	(AN)
			Antenna Plus	0%	(AO)
			Cradle point	0%	
			EGIS	0%	
			Gamber Johnson	5%	
			Harris	0%	
			Havis	5%	
			Jotto	5%	
			Ram Products	0%	
			Setina	0%	
			Sierra Wireless	0%	
			Troy	5%	
			Viking	0%	
			Gamber Johnson : www.gamberjohnson.com	25% Off List	(AQ)
			Havis : www.havis.com	20% Off List	
			Innovative Emergency Equipment : www.idsmp.com	20% Off List	
			Jotto Desk : jottopublicsafety.gojotto.com	25% Off List	
			L-Tron : www.l-tron.com	5% Off List	
			Midland : midlandusa.com/collections/cb-radios	5% Off List	
			Panorama Antennas : panorama-antennas.com	10% Off List	
			Plastix Plus : www.pptexas.com	5% Off List	
			Troy Products : troyproducts.com	25% Off List	
			See Page 70 for Discount Off Catalog List Prices **EXCLUDES MODEMS**		(AR)
			Items For Consoles, Stands and Modems:	**Unit Price**	
011	**1**	**Hourly**	**Labor/repair & installation cost per hour**	$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 125.00	(AD)
				$ 115.00	(AF)

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Item	Approx Qty	Unit	Description	Unit Price	Vendor
011	**1**	**Hourly**	**Labor/repair & installation cost per hour continued**		
				$ 150.00	(AG)
			Panasonic	$ 300.00	
			Mobile Mounts	$ 300.00	
			Lehr	$ 300.00	
			State of Emergency	$ 200.00	
			RSP Enterprises	$ 200.00	
				$ 110.00	(AI)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)
				$ 99.00	(AQ)
				$ 85.00	(AR)
			Items for audio/visual systems:		
012	**1**	**%**	**LED Light Bar Manufacturer:**	**Percentage Discount**	
			Soundoff Signal	40% Off List	(AA)
			Federal Signal, Bogan, Whelen, Code 3, Sound Off	5%	(AB)
			Brookings Industries	20%	(AC)
			Code 3	5%	
			Federal Signal	20%	
			Feniex	5%	
			Soundoff	5%	
			Speedtech	5%	
			Whelen	20%	
			Federal Signal	15%	(AD)
			nForce NXT Lightbar - Soundoff Signal	47.25%	(AE)
			Sound Off 36% Federal Signal 36 % Whelen 36% See Pages 67-69 for Discount off parts catalog or list price	36%	(AF)
			Brooking Industries	2%	(AG)
			Federal Signal	2%	
			Feniex	2%	
			SoundOff Signal	2%	
			Whelen	2%	

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
012	**1**	**%**	**LED Light Bar (continued)**		
			Federal Signal	35%	(AH)
			SoundOff Signal	50%	(AL)
				25%	(AN)
			Soundoff Signal	40% Off List	(AQ)
			WHELEN ENGINEERING Current Price List Discount	30%	(AR)
			Items for audio/visual systems:		
013	**1**	**%**	**Siren light control** **Manufacturer:**		
			Soundoff Signal	40% Off List	(AA)
			Federal Signal, Bogan, Whelen, Code 3, Sound Off	5%	(AB)
			Brookings Industries	20%	(AC)
			Code 3	5%	
			Federal Signal	20%	
			Feniex	5%	
			Soundoff	5%	
			Speedtech	5%	
			Whelen	20%	
			Federal Signal	15%	(AD)
			BluePrint 500 Series Siren - Soundoff Signal	47.25%	(AE)
			Sound Off 36% Federal Signal 36 % Whelen 36% See Pages 67-69 for Discount off parts catalog or list price	36%	(AF)
			Brooking Industries	2%	(AG)
			Federal Signal	2%	
			Feniex	2%	
			SoundOff Signal	2%	
			Whelen	2%	
			Federal Signal	35%	(AH)
			SoundOff Signal	45%	(AL)
				25%	(AN)

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
013	**1**	**%**	**Siren light control (continued)**		
			Soundoff Signal	40% Off List	(AQ)
			WHELEN ENGINEERING Current Price List Discount	30%	(AR)
			Items for audio/visual systems:		
014	**1**	**%**	**Rear deck warning light**		
			Soundoff Signal	40% Off List	(AA)
			Federal Signal, Bogan, Whelen, Code 3, Sound Off	5%	(AB)
			Brookings Industries	20%	(AC)
			Code 3	5%	
			Federal Signal	20%	
			Feniex	5%	
			Soundoff	5%	
			Speedtech	5%	
			Whelen	20%	
			Federal Signal	15%	(AD)
			UltraLite Plus 12Mod Interior T/A - Soundoff Signal	47.25%	(AE)
			Sound Off 36% Federal Signal 36 % Whelen 36% See Pages 67-69 for Discount off parts catalog or list price	36%	(AF)
			Brooking Industries	2%	(AG)
			Federal Signal	2%	
			Feniex	2%	
			SoundOff Signal	2%	
			Whelen	2%	
			Federal Signal	35%	(AH)
			SoundOff Signal	50%	(AL)
				25%	(AN)
			Soundoff Signal	40% Off List	(AQ)
			FEDERAL SIGNAL Current Price List Discount	25%	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items for audio/visual systems:		
015	**1**	**%**	**Siren and speaker**		
			Soundoff Signal	40% Off List	(AA)
			Federal Signal, Bogan, Whelen, Code 3, Sound Off	5%	(AB)
			Brookings Industries	20%	(AC)
			Code 3	5%	
			Federal Signal	20%	
			Feniex	5%	
			Soundoff	5%	
			Speedtech	5%	
			Whelen	20%	
			Federal Signal	15%	(AD)
			nErgy 482 Siren w/100J Speaker - Soundoff Signal	47.25%	(AE)
			Sound Off 36% Federal Signal 36 % Whelen 36% See Pages 67-69 for Discount off parts catalog or list price	36%	(AF)
			Brooking Industries	2%	(AG)
			Federal Signal	2%	
			Feniex	2%	
			SoundOff Signal	2%	
			Whelen	2%	
			Federal Signal	35%	(AH)
			SoundOff Signal	45%	(AL)
				25%	(AN)
			Soundoff Signal	40% Off List	(AQ)
			WHELEN ENGINEERING Current Price List Discount	30%	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items for audio/visual systems:		
016	**1**	**%**	**Discount off most current parts catalog or list price for related law enforcement audio, visual warning systems**		
			Baja Designs: www.bajadesigns.com	5% Off List	(AA)
			Brookings Industries: brookingindustries.com	25% Off List	
			Code 3 PSE: www.code3esg.com/us/en	20% Off List	
			Ecco Safety Group: www.eccosafetygroup.com	5% Off List	
			Federal Signal: www.fedsig.com	30% Off List	
			Feniex Industries: www.feniex.com	5% Off List	
			GoLight: www.golight.com	5% Off List	
			Hella: www.hella.com/hell-com/index.html	10% Off List	
			Metra Electronics: metraonline.com	10% Off List	
			Putco: www.putco.com	10% Off List	
			Rigid Industries: www.rigidindustries.com	10% Off List	
			Soundoff Signal: www.soundoffsignal.com	40% Off List	
			Streamlight: www.streamlight.com	30% Off List	
			Superior Signals: www.supersignals.com	10% Off List	
			Synnex: www.synnexcorp.com	5% Off List	
			Tomar: tomar.com	0% Off List	
			Unity: www.unityusa.com	30% Off List	
			Whelen: www.whelen.com	30% Off List	
				5%	(AB)
			Brookings Industries	20%	(AC)
			Code 3	5%	
			Federal Signal	20%	
			Feniex	5%	
			Soundoff	5%	
			Speedtech	5%	
			Whelen	20%	
			911 Circuits	10%	(AD)
			Brookings	5%	
			Code 3 Inc	10%	
			Federal Signal	15%	
			Feniex	5%	
			GoLight	5%	
			Soundoff Signal	10%	
			Speedtech	5%	
			Streamlight	5%	
			Unity USA	5%	
			Whelen	10%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
016	1	%	**Items for audio/visual systems: Continued**		
			See Pages 67-69 for Discount off parts catalog or list price		(AF)
			Brooking Industries	2%	(AG)
			Federal Signal	2%	
			Feniex	2%	
			Others not listed	2%	
			SoundOff Signal	2%	
			Whelen	2%	
				35%	(AH)
			Brookings	0%	(AI)
			Code3	0%	
			Federal Signal	5%	
			Feniex	0%	
			Go light	0%	
			Pelican	0%	
			Putco	0%	
			Ram products	0%	
			Sound OFF	5%	
			Speedtech lights	5%	
			Streamlight	0%	
			Unity	0%	
			Whelen	5%	
			Code 3 www.code3esg.com	25%	(AL)
			Diode Dynamics www.diodedynamics.com	10%	
			Federal Signal www.fedsig.com	20%	
			Go-Light www.golight.com	10%	
			Hella Hero www.hellausa.com	10%	
			Shoe-Me/Able www.able2products.com	40%	
			Soundoff Signal www.Soundoffsignal.com	45%	
			Tomar www.tomar.com	20%	
			Unity Spot Lights www.unityusa.com	40%	
			Whelen www.whelen.com/literature	20%	
				25%	(AN)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
016	**1**	**%**	**Items for audio/visual systems: Continued**		
			Brookings	5%	(AO)
			Code 3	0%	
			Federal Signal	5%	
			Feniex	0%	
			Go Light	0%	
			Pelican	0%	
			Putco	0%	
			Ram Products	0%	
			Soundoff	5%	
			Speedtech lights	5%	
			Strem light	0%	
			Unity	0%	
			Whelen	0%	
			Baja Designs: www.bajadesigns.com	5% Off List	(AQ)
			Brookings Industries: brookingindustries.com	25% Off List	
			Code 3 PSE: www.code3esg.com/us/en	20% Off List	
			Ecco Safety Group: www.eccosafetygroup.com	5% Off List	
			Federal Signal: www.fedsig.com	30% Off List	
			Feniex Industries: www.feniex.com	5% Off List	
			GoLight: www.golight.com	5% Off List	
			Hella: www.hella.com/hell-com/index.html	10% Off List	
			Metra Electronics: metraonline.com	10% Off List	
			Putco: www.putco.com	10% Off List	
			Rigid Industries: www.rigidindustries.com	10% Off List	
			Soundoff Signal: www.soundoffsignal.com	40% Off List	
			Streamlight: www.streamlight.com	30% Off List	
			Superior Signals: www.supersignals.com	10% Off List	
			Synnex: www.synnexcorp.com	5% Off List	
			Tomar: tomar.com	0% Off List	
			Unity: www.unityusa.com	30% Off List	
			Whelen: www.whelen.com	30% Off List	
			See Page 70 for Discount Off Catalog List Prices		(AR)

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Item	Approx. Qty	Unit	Description	Unit Price	Vendor
			Items for audio/visual systems:		
017	**1**	**Hourly**	**Labor / repair & installation cost per hour**	$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 125.00	(AD)
				$ 115.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 225.00	(AJ)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)
				$ 99.00	(AQ)
				$ 85.00	(AR)
			Items for digital camera and equipment:		
018	**1**	**%**	**In-Vehicle Camera with wireless downloading capability Manufacturer:**	**Percentage Discount**	
			Pro-Vision	8% Off List	(AA)
			SafeFleet, L3	5%	(AB)
			Digital Ally	0%	(AC)
			Kustom Signals	5%	
			Provision	0%	
			Watchguard	0%	
			Digital Ally	0%	(AD)
			Watchguard, Getac, Digital Ally, Kustom Signals	0%	(AF)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
018	**1**	**%**	**In-Vehicle Camera with wireless downloading capability continued Manufacturer:**		
			Axis	2%	(AG)
			Axon	2%	
			I-PRO	5%	
			Panasonic	5%	
			Samsung	2%	
			Visual Labs	2%	
			WatchGuard	2%	
			Wolfcom	2%	
			Coban Technologies	0%	(AI)
			Digital Ally	0%	
			PRO Vision	0%	
			Watchguard	0%	
			Wolfcom	0%	
			Motorola Solutions M500 ICV Solution w/ Wireless Kit	20%	(AK)
			Motorola Solutions 4RE ICV Solution w/ Wireless Kit	20%	
			Digital Ally, Pro-Vision, WatchGuard	0%	(AL)
			Digital Ally	0%	(AO)
			Pro-Vision	8% Off List	(AQ)
			Items for digital camera and equipment:		
019	**1**	**%**	**In-Vehicle Camera without wireless downloading capability Manufacturer:**		
			Pro-Vision	8% Off List	(AA)
			SafeFleet, L3	5%	(AB)
			Digital Ally	0%	(AC)
			Kustom Signals	5%	
			Provision	0%	
			Watchguard	0%	
			Digital Alley	0%	(AD)
			Watchguard, Getac, Digital Ally, Kustom Signals	0%	(AF)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
019	**1**	**%**	**In-Vehicle Camera <u>without</u> wireless downloading capability Continued** **Manufacturer:**		
			Axis	2%	(AG)
			Axon	2%	
			I-PRO	5%	
			Panasonic	2%	
			Samsung	2%	
			Visual Labs	2%	
			WatchGuard	2%	
			Wolfcom	2%	
			Coban Technologies	0%	(AI)
			Digital Ally	0%	
			PRO Vision	0%	
			Watchguard	0%	
			Wolfcom	0%	
			Motorola Solutions M500 ICV Solution	20%	(AK)
			Motorola Solutions M500 ICV Solution	20%	
			Digital Ally, Pro-Vision, WatchGuard	0%	(AL)
			Digital Ally	0%	(AO)
			Pro-Vision	8% Off List	(AQ)
			<u>Items for digital camera and equipment:</u>		
020	**1**	**%**	**Body Camera (With or <u>With-Out</u> wireless downloading capability)** **Manufacturer:**		
			Pro-Vision	8% Off List	(AA)
			SafeFleet, L3	5%	(AB)
			Digital Ally	0%	(AC)
			Kustom Signals	5%	
			Provision	0%	
			Watchguard	0%	
			Digital Alley	0%	(AD)
			Watchguard, Getac, Digital Ally, Kustom Signals	0%	(AF)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
020	**1**	**%**	**Body Camera (with or without wireless downloading capability) Manufacturer:**		
			Axis	2%	(AG)
			Axon	2%	
			I-PRO	5%	
			Panasonic	2%	
			Samsung	2%	
			Visual Labs	2%	
			WatchGuard	2%	
			Wolfcom	2%	
			PRO Vision	0%	(AI)
			Digital Ally	0%	
			Watchguard	0%	
			Coban Technologies	0%	
			Motorola Solutions V300 Wifi/Bluetooth Body Camera	20%	(AK)
			Motorola Solutions Vista XLT 2-Piece Body Camera	20%	
			Motorola Solutions Vista Wifi Body Camera	20%	
			Digital Ally, Pro-Vision, WatchGuard	0%	(AL)
			WatchGuard	0%	(AO)
			Pro-Vision	8% Off List	(AQ)
			Items for digital camera and equipment:		
021	**1**	**%**	**Discount off most current catalog for parts and accessories, discount is for related cameras and equipment as described above**		
			10-8 Video : www.10-8video.com	10% Off List	(AA)
			Digital Ally : www.digitalallyinc.com	5% Off List	
			Provision	8%	
			WatchGuard/Motorola : www.motorolasolutions.com/en_us/video-security-access-control/in-car-videosystems.html	0% Off List	
				5%	(AB)
			Digital Ally	0%	(AC)
			Kustom Signals	5%	
			Provision	0%	
			Watchguard	0%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
021	**1**	**%**	**Discount off most current catalog for parts and accessories, discount is for related cameras and equipment as described above: continued**		
			Axis	2%	(AG)
			Axon	2%	
			I-PRO	2%	
			Leonardo/ELSAG	2%	
			Other LPR Solutions	2%	
			Panasonic	2%	
			Samsung	2%	
			Visual Labs	2%	
			WatchGuard	2%	
			Wolfcom	2%	
				20%	(AK)
			Digital Ally, Pro-Vision, WatchGuard	0%	(AL)
				8% Off List	(AQ)
			10-8 Video : www.10-8video.com	10% Off List	
			Digital Ally : www.digitalallyinc.com	5% Off List	
			WatchGuard/Motorola : www.motorolasolutions.com/en_us/video-security-access-control/in-car-video-systems.html	0% Off List	
			Items for digital camera and equipment:	**Unit Price**	
022	**1**	**Hourly**	**Hourly Labor rate for Installation and Repairs**	$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 125.00	(AD)
				$ 115.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
022	**1**	**Hourly**	**Hourly Labor rate for Installation and Repairs (continued)**	$ 99.00	(AQ)
				$ 85.00	(AR)
			Items for digital camera and equipment:		
023	**1**	**%**	**Discount off Software (Off most current Catalog Price List)**		
				3%	(AB)
			Digital Ally www.digitalallyinc.com	0%	(AL)
			Pro-Vision www.provisionusa.com	0%	
			WatchGuard www.watchguardvideo.com	0%	
			Items for digital camera and equipment:	**Unit Price**	
024	**1**	**Hourly**	**Support**	$ 100.00	(AA)
				$ 150.00	(AB)
				$ 95.00	(AC)
				$ 300.00	(AD)
				$ 115.00	(AF)
				$ 300.00	(AG)
				$ 110.00	(AI)
			Support: On-Site Support by NMEP	$ 125.00	(AL)
			Support: Questions in shop or by Phone	N/C	
				$ 125.00	(AO)
				$ 99.00	(AQ)
			Items for digital camera and equipment:		
025	**1**	**Hourly**	**Maintenance of the in-car camera and equipment**	$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 500.00	(AD)
				$ 115.00	(AF)

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Item	Approx Qty	Unit	Description	Percentage Discount	Vendor
025	**1**	**Hourly**	**Maintenance of the in-car camera and equipment (continued)**		
				$ 300.00	(AG)
				$ 110.00	(AI)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)
				$ 99.00	(AQ)
			Items for digital camera and equipment:		
026	**1**	**Each**	**Additional warranty package**	**Unit Price**	
			Additional warranty package	$ 6,500.00	(AD)
			Additional warranty package	$ 500.00	(AG)
				$ 500.00	(AI)
			Additional warranty package: M500 ICV year 1	Included	(AK)
			Additional warranty package: M500 ICV year 2	$ 115.00	
			Additional warranty package: M500 ICV year 3	$ 230.00	
			Additional warranty package: M500 ICV year 4	$ 370.00	
			Additional warranty package: M500 ICV year 5	$ 500.00	
			Additional warranty package: 4RE ICV Year 1	Included	
			Additional warranty package: 4RE ICV Year 2	$ 100.00	
			Additional warranty package: 4RE ICV Year 3	$ 200.00	
			Additional warranty package: 4RE ICV Year 4	$ 325.00	
			Additional warranty package: 4RE ICV Year 5	$ 450.00	
			Additional warranty package: Vista 3 year No-Fault Warranty	$ 380.00	
			Additional warranty package: V300 3 Year No-Fault Warranty	$ 450.00	
			Additional warranty package: V300 Year 4 (Requires No-Fault Warranty)	$ 180.00	
			Additional warranty package: V300 Year 5 (Requires No-Fault Warranty)	$ 235.00	
				$ 600.00	(AO)
				$ 500.00	(AP)
			Items for decals and wraps:	**Percentage Discount**	
027	**1**	**%**	**Roof vehicle wrap: 3m IJ 1800CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product**		
				3%	(AB)
				40%	(AF)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
027	**1**	**%**	**Roof vehicle wrap: 3m IJ 1800CV3 continued**	2%	(AG)
				10%	(AL)
				10%	(AR)
			Items for decals and wraps:		
028	**1**	**%**	**A & B pillars vehicle wrap: 3M IJ 180CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product**		
				3%	(AB)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AR)
			Items for decals and wraps:		
029	**1**	**%**	**Badges, decals – Print, laminate and contour cut: 3M680CR – premium 7mil white reflective printable vinyl with 3M8518 2mil cast gloss over-laminate or equivalent product, must meet ASTM D 4956-11A, Type 1 and NFPA 1901. 2 per unit, 16.25” x 11.63”**		
				3%	(AB)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AR)
			Items for decals and wraps:		
030	**1**	**Sets**	**Stripes, machine cut: 3M680CR – premium 7mil white reflective vinyl or equivalent product, must meet ASTM D 4956-11A Type 1 and NFPA 1901. 2 sets per unit, 2.25” x 60”**		
				3%	(AB)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items for decals and wraps:		
031	**1**	**Sets**	**Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of 11 letters per unit**		
				3%	(AB)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AR)
			Items for decals and wraps:		
032	**1**	**Sets**	**Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of more than 11 letters per unit**		
				3%	(AB)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AR)
			Items for decals and wraps:		
033	**1**	**Hourly**	**Design services: Includes all services regarding design, setup, proofing and editing of existing designs**	**Unit Price**	
				$ 100.00	(AA)
				$ 250.00	(AB)
				$ 95.00	(AC)
				$ 200.00	(AD)
				$ 92.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 100.00	(AL)

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Item	Approx. Qty	Unit	Description	Unit Price	Vendor
033	**1**	**Hourly**	**Design services: continued**	$ 70.00	(AM)
				$ 125.00	(AO)
				$ 75.00	(AP)
				$ 99.00	(AQ)
				$ 100.00	(AR)
			Items for decals and wraps:		
034	**1**	**Hourly**	**Installation and vehicle prep services: includes all labor relating to prepping and installation of wraps and decals on law enforcement vehicles**		
				$ 100.00	(AA)
				$ 150.00	(AB)
				$ 95.00	(AC)
				$ 175.00	(AD)
				$ 92.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 100.00	(AL)
				$ 70.00	(AM)
				$ 125.00	(AO)
				$ 25.00	(AP)
				$ 99.00	(AQ)
				$ 85.00	(AR)
			Items for decals and wraps:	**Percentage Discount**	
035	**1**	**%**	**License Plate: front, specialty team identification plate**	3%	(AB)
				40%	(AF)
				2%	(AG)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Items for decals and wraps:		
036	**1**	**%**	**Discount off most current parts list for all other related services not included in the specification. Discount only applies to services relating to wraps and decals.**		
				5%	(AA)
				3%	(AB)
				5%	(AD)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AM)
				5%	(AQ)
			Items for decals and wraps:		
037	**1**	**%**	**Discount off most current parts list for all other related material not included in the specifications. Discount only applies to material relating to wraps and decals. (include all manufacturers and their discounts) Manufacturer:**		
			3M	5%	(AA)
			any make and model agency requests	3%	(AB)
				5%	(AD)
				40%	(AF)
				2%	(AG)
				10%	(AL)
				10%	(AM)
				5%	(AQ)
			Items for decals and wraps:		
038	**1**	**%**	**Discount off most current parts list price:**	10%	(AA)
				3%	(AB)
			911 Circuits	10%	(AC)
			American Aluminum	5%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
038	**1**	**%**	**Items for decals and wraps:** **Discount off most current parts list price: continued**		
			Angel Armor	0%	(AC)
			Antenna Kit	10%	continued
			Brookings Industries	20%	
			Code 3	5%	
			Decked	5%	
			Federal Signal	20%	
			Feniex	5%	
			Gamber Johnson	5%	
			Havis	20%	
			JottoDesk	20%	
			Kustom Signals	5%	
			OPS	5%	
			Patrol Power	0%	
			PlastixPlus	5%	
			Progard	5%	
			Ranch Hand	5%	
			Setina	10%	
			Soundoff	5%	
			Speedtech	5%	
			Stalker	5%	
			Tigertough	5%	
			Troy	5%	
			Westin	10%	
			Whelen	20%	
				5%	(AD)
			www.danasafetysupply.com	10%	(AE)
				40%	(AF)
				2%	(AG)
			3M	0%	(AI)
			American Aluminum	0%	
			Avery	0%	
			AWS	0%	
			Bak	0%	
			Brooking	0%	
			Decked	0%	
			DEE Zee	0%	
			DEI	0%	
			Federal Signal	0%	
			Go Rhino	0%	
			Havis	0%	
			Iron Cross	0%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
038	**1**	**%**	**Items for decals and wraps:** **Discount off most current parts list price continued**		
			Phoenix Lighting	0%	(AI)
			Pro Guard	0%	continued
			Ram Products	0%	
			Ranch Hand	0%	
			Rough Country	0%	
			Smitty Bilt	0%	
			Sound Off	0%	
			Steel Craft	0%	
			Thunder Struck	0%	
			Truck Vault	0%	
			Warn	0%	
			Whelen	0%	
				10%	(AM)
			3M	0%	(AO)
			American Aluminum	0%	
			Avery	0%	
			BAK	0%	
			Compustar	0%	
			Decked	0%	
			DEE ZEE	0%	
			DEI	0%	
			Estes AWS	0%	
			Federal Signal	5%	
			Go Rhino	0%	
			Havis	5%	
			Iron Bull	0%	
			Iron Cross	0%	
			Jotto	5%	
			Pro Gard	0%	
			Ram Products	0%	
			Ranch Hand	0%	
			Rough Country	0%	
			Setina	5%	
			Smittybilt	0%	
			Soundoff	5%	
			Steelcraft	0%	
			Thunder struck	0%	
			Truckvault	0%	
			Warn	0%	
			Westin	5%	
				10%	(AQ)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Push Bar:		
039	**1**	**%**	**Push Bar:**		
			Sedan: SUV Mid-Size: SUV Full-Size: Pickup:		
			Westin Elite	35%	(AA)
			Westin Elite or Elite XD	35%	
			Westin Elite, Elite XD or HDX	35%	
				5%	(AB)
			Gamber Johnson	5%	(AC)
			Go Rhino	5%	
			JottoDesk	20%	
			Ranch Hand	5%	
			Setina	10%	
			Westin	10%	
				5%	(AD)
			Setina	29%	(AE)
			Westin, Setina, See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
				5%	(AG)
				35%	(AH)
			Dodge Charger, SETINA, BK0532CGR15	15%	(AL)
			PI Explorer, SETINA, BK0534ITU20	15%	
			Tahoe, SETINA, BK0534TAH21	15%	
			Ford F-150, SETINA, BK0534FDT21F150	15%	
				15%	(AN)
			Westin Elite	35%	(AQ)
			Westin Elite or Elite XD	35%	
			Westin Elite or Elite XD	35%	
			Westin Elite, Elite XD or HDX	35%	
			Pro-gard Products Current List Price Discount	15%	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Push Bar:		
040	**1**	**%**	**Heavy Duty Push Bar, to extend to both front corners of vehicle to prevent damage during a PIT maneuver**		
			Sedan:		
			SUV Mid-Size:		
			SUV Full Size:		
			Pickup:		
			Westin Elite or Elite XD Pit Bars or Wing Wraps	35%	(AA)
				5%	(AB)
			Gamber Johnson	5%	(AC)
			Go Rhino	5%	
			JottoDesk	20%	
			Ranch Hand	5%	
			Setina	10%	
			Westin	10%	
				5%	(AD)
			Setina	29%	(AE)
			Westin, Setina Mfg; See Pages 67-69 for Discount off parts catalog or list price	20%	(AF)
				5%	(AG)
				35%	(AH)
			Dodge Charger, Westin Push Bumper Elite, 36-2035 & Pit Bars 36-2035PB	30%	(AL)
			PI Explorer, Westin Push Bumper Elite, 36-2125 & Pit Bars 36-2125PB	30%	
			Tahoe, Westin Push Bumper Elite, 36-4045 & Pit Bars 36-4045PB	30%	
			Ford F-150, Westin Push Bumper EliteXD, 36-52065 & Pit Bars 36-56025PB	30%	
				15%	(AN)
			Westin Elite or Elite XD Pit Bars or Wing Wraps	35%	(AQ)
			Go Rhino Public Safety Current List Price Discount	15%	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
			Push Bar:		
041	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to push bars**		
			B&W: www.bwtrailerhitches.com	10% Off List	(AA)
			Fab Fours: fabfours.com	5% Off List	
			Go Rhino: www.gorhino.com & publicsafety.gorhino.com	5% Off List	
			Hammerhead Armor: www.hammerheadarmor.com	5% Off List	
			Iron Bull Bumpers: www.ironbullbumpers.com	0% Off List	
			Road Armor: roadarmor.com	10% Off List	
			Westin: www.westinautomotive.com & westinpublicsafety.com	35% Off List	
				5%	(AB)
			Gamber Johnson	5%	(AC)
			Go Rhino	5%	
			JottoDesk	20%	
			Ranch Hand	5%	
			Setina	10%	
			Westin	10%	
			Decked	5%	(AD)
			GoRyno	5%	
			Ranch Hand	5%	
			Setina	10%	
			Westin	15%	
			Winch	5%	
			www.danasafetysupply.com	10%	(AE)
				20%	(AF)
			Gamber Johnson	5%	(AG)
			Havis	2%	
			Lehr	2%	
			Mobile Mounts	2%	
			PMT	2%	
			Premier	2%	
			Setina	2%	
			Troy	2%	
				35%	(AH)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
041			**Push Bar: Continued**		
			DEE ZEE	0%	(AI)
			Federal Signal	0%	
			Go Rhino	0%	
			Havis	0%	
			Iron Bull	0%	
			Jotto	0%	
			Pro Gard	0%	
			Ram Products	0%	
			Ranch Hand	0%	
			Setina	0%	
			Steel Craft	0%	
			Thunder Struck	0%	
			Warn	0%	
			Westin	0%	
			Go Industries www.goindustriesinc.com/product-category/law-enforcement/	20%	(AL)
			Progard www.pro-gard.com	15%	
			Setina www.setina.com	15%	
			Troy www.troyproducts.com	20%	
			Westin westinpsd@westinautomotive.com	30%	
				15%	(AN)
			DEE ZEE	0%	(AO)
			Federal Signal	5%	
			Go Rhino	5%	
			Havis	5%	
			Iron Bull	0%	
			Iron Cross	0%	
			Jotto	5%	
			Pro Gard	5%	
			Ram Products	0%	
			Ranch Hand	5%	
			Rough Country	0%	
			Setina	5%	
			Smittybilt	0%	
			Steelcraft	0%	
			Thunder struck	0%	
			Warn	0%	
			Westin	5%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
041			**Push Bar: Continued**		
			B&W: www.bwtrailerhitches.com	10% Off List	(AQ)
			Fab Fours: fabfours.com	5% Off List	
			Go Rhino: www.gorhino.com & publicsafety.gorhino.com	5% Off List	
			Hammerhead Armor: www.hammerheadarmor.com	5% Off List	
			Iron Bull Bumpers: www.ironbullbumpers.com	0% Off List	
			Road Armor: roadarmor.com	10% Off List	
			Westin:	35% Off List	
			See Page 70 for Discount Off Catalog List Prices		(AR)
			Push Bar:		
042	1	Hourly	**Labor/repair & installation cost per hour related to push bars**	**Unit Price**	
				$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 125.00	(AD)
				$ 115.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)
				$ 99.00	(AQ)
				$ 85.00	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
043	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to interior accessories**		
			911 Circuits: 911circuits.com	10% Off List	(AA)
			Tiger Tough: www.tigertough.com	5% Off List	
			AED One Stop Shop: www.aedonestopshop.com	0% Off List	
			AEDEC: www.aedec.com	15% Off List	
			American Aluminum: ezrideronline.com	10% Off List	
			Angel Armor: angelarmor.com	40% Off List	
			Canyon Coolers: https://canyoncoolers.com/	5% Off List	
			Cobra: cobra.com	0% Off List	
			Cover Craft: covercraft.com/us/en	0% Off List	
			Dash Designs: dashdesigns.com	10% Off List	
			DEI/VOXX: directed.com	10% Off List	
			Egis Mobile: egismobile.com	10% Off List	
			Kenwood: www.kenwood.com	10% Off List	
			Kussmaul: kussmaul.com/index.php?route=common/home	10% Off List	
			Kustom Signals: kustomsignals.com	10% Off List	
			Pendaliner: penda.com	5% Off List	
			Pro-Gard: www.pro-gard.com	15% Off List	
			PTS: prisonertransportsystems.com	15% Off List	
			Santa Cruz: santacruzgunlocks.com	20% Off List	
			Setina: setina.com	15% Off List	
			Stalker: stalkerradar.com	5% Off List	
			Tekonsha: tekonsha.com	10% Off List	
			Truck Vault: www.truckvault.com	10% Off List	
			Tuffy Security Products: www.tuffyproducts.com	10% Off List	
			WeatherGuard: www.weatherguard.com	10% Off List	
			WeatherTech: www.weathertech.com	10% Off List	
			Weboost: www.weboost.com	5% Off List	
			Weiser Solutions: thinkweiser.com	25% Off List	
			Window Tint	10% Off List	
				5%	(AB)
			American Aluminum	5%	(AC)
			Angel Armor	5%	
			Gamber Johnson	5%	
			Go Rhino	5%	
			Havis	20%	
			Innovative Products	5%	
			JottoDesk	20%	
			Setina	10%	
			Streamlight	5%	
			Tigertough	5%	
			Troy	5%	
			Westin	10%	
			Window Tint	5%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
043	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to interior accessories: Continued**		
			Alarm & Remote Start Systems	5%	(AD)
			Angle Armor	0%	
			Antenna Kit	5%	
			Cell Booster	5%	
			Gamber Johnson	10%	
			GPS Vehicle Tracking	5%	
			Havis	10%	
			Jotto	10%	
			K9 Systems & Accessories	5%	
			Kenwood	5%	
			Kustom Signal Radar	5%	
			OPS	5%	
			Patrol Power	5%	
			Pro-Gard	5%	
			PTS	5%	
			Setina	5%	
			Speakers	5%	
			Stalker Radar	5%	
			Troy	10%	
			Truck Vault	5%	
			Westin	15%	
			Window Tinting	0%	
			www.danasafetysupply.com	10%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price		(AF)
				2%	(AG)
				35%	(AH)
			DEE ZEE	0%	(AI)
			Federal Signal	0%	
			Go Rhino	0%	
			Havis	0%	
			Iron Bull	0%	
			Jotto	0%	
			Pro Gard	0%	
			Ram Products	0%	
			Ranch Hand	0%	
			Rough Country	0%	
			Setina	0%	
			Smitybilt	0%	
			Steel Craft	0%	
			Thunder Struck	0%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
043	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to interior accessories continued**		
			Warn	0%	(AI)
			Westin	0%	continued
			American Aluminum, K-9, Prisoner Transport Parts & accessories, Etc. www.ezrideronline.com	20%	(AL)
			CDW-G, Electronics, etc. https://www.cdwg.com/content/cdwg/en/home/state-and-local.html	10%	
			Havis Inc., K-9, Prisoner Transport Parts & accessories, Etc., www.havis.com	20%	
			Kustom Signal, Radar, accessories www.kustomsignals.com	0%	
			MPH, Radar www.mphindustries.com	7%	
			OPS - Easy Stack, Vaults, Storage solutions and accessories, www.opspublicsafety.com	15%	
			Ray Allen www.rayallen.com	0%	
			Samlex America, Power inverters, Battery Chargers, etc. 20% www.samlexamerica.com	20%	
			Secure Idle www.secure-idle.com	0%	
			Streamlight, Flashlights and Accessories www.streamlight.com/ecatalog/2020FullLineCatalog/index.html	30%	
			Weiser, Gun Locks www.thinkweiser.com	30%	
				15%	(AN)
			3M	0%	(AO)
			American Aluminum	5%	
			Antenna Plus	0%	
			Arion	0%	
			Avery	0%	
			BAK	0%	
			Briteline	0%	
			Brookings	5%	
			Code 3	0%	
			Compustar	0%	
			Cradle point	0%	
			Decked	0%	
			DEE ZEE	0%	
			DEI	0%	
			EGIS	5%	
			Estes AWS	5%	
			Federal Signal	5%	
			Feniex	0%	
			Go Light	0%	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
043	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to interior accessories: Continued**		
			Go Rhino	0%	(AO) continued
			Harris	0%	
			Havis	5%	
			Iron Bull	0%	
			Iron Cross	0%	
			Jotto	5%	
			Kenwood	0%	
			Motorola	0%	
			Orafol	0%	
			Panorama Antennas	0%	
			Pelican	0%	
			Pro Gard	0%	
			Putco	0%	
			Ram Products	0%	
			Ranch Hand	0%	
			Rough Country	0%	
			Setina	5%	
			Sierra Wireless	0%	
			Smittybilt	0%	
			Soundoff	5%	
			Speedtech lights	0%	
			Steelcraft	0%	
			Streamlight	0%	
			Thunder struck	0%	
			Truckvault	0%	
			Unity	0%	
			Viking	0%	
			Warn	0%	
			Westin	5%	
			Whelen	0%	
			911 Circuits: 911circuits.com	10% Off List	(AQ)
			AED One Stop Shop: www.aedonestopshop.com	2% Off List	
			AEDEC: www.aedec.com	15% Off List	
			American Aluminum: ezrideronline.com	10% Off List	
			Angel Armor: angelarmor.com	40% Off List	
			Canyon Coolers: https://canyoncoolers.com/	5% Off List	
			Cobra: cobra.com	0% Off List	
			Cover Craft: covercraft.com/us/en	0% Off List	
			Dash Designs: dashdesigns.com	10% Off List	
			DEI/VOXX: directed.com	10% Off List	
			Egis Mobile: egismobile.com	10% Off List	
			Kenwood: www.kenwood.com	10% Off List	
			Kussmaul: kussmaul.com/index.php?route=common/home	10% Off List	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
043	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to interior accessories: Continued**		
			Kustom Signals: kustomsignals.com	10% Off List	(AQ) continued
			Mobileye: https://www.mobileye.com/	0% Off List	
			Pendaliner: penda.com	5% Off List	
			Pro-Gard: www.pro-gard.com	15% Off List	
			PTS: prisonertransportsystems.com	15% Off List	
			Santa Cruz: santacruzgunlocks.com	20% Off List	
			Setina: setina.com	15% Off List	
			Stalker: stalkerradar.com	5% Off List	
			Tekonsha: tekonsha.com	10% Off List	
			Tiger Tough: www.tigertough.com	5% Off List	
			Truck Vault: www.truckvault.com	10% Off List	
			Tuffy Security Products: www.tuffyproducts.com	10% Off List	
			WeatherGuard: www.weatherguard.com	10% Off List	
			WeatherTech: www.weathertech.com	10% Off List	
			Weboost: www.weboost.com	5% Off List	
			Weiser Solutions: thinkweiser.com	25% Off List	
			Window Tint	10% Off List	
			See Page 70 for Discount Off Catalog List Prices		(AR)
044	**1**	**Hourly**	**Labor/repair & installation cost per hour related to interior accessories**	**Unit Price**	
				$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 125.00	(AD)
				$ 115.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)
				$ 99.00	(AQ)
				$ 85.00	(AR)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
045	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to exterior accessories**		
			Access: www.accesscover.com/truck-accessories/	10% Off List	(AA)
			Airlift: https://www.airliftcompany.com/	10% Off List	
			BDS Suspension: bds-suspension.com	10% Off List	
			Better Built: www.lifebetterbuilt.com	10% Off List	
			Bolt Lock: www.boltlock.com	10% Off List	
			Carr: www.carr.com	3% Off List	
			Curt Manufacturing: www.curtmfg.com	10% Off List	
			Daystar: daystarweb.com	10% Off List	
			Decked: decked.com	10% Off List	
			Deerskin Manufacturning: deerskinmfg.com	2% Off List	
			DeeZee: www.deezee.com	10% Off List	
			Delta/Jobox: www.crescenttool.com/brands/crescent-jobox	10% Off List	
			Diamonback Truck Covers: diamondbackcovers.com	0% Off List	
			Fabtech: fabtechmotorsports.com	5% Off List	
			Factory 55: factor55.com	0% Off List	
			Firestone: www.firestoneip.com	10% Off List	
			Go Industries: goindustriesinc.com	10% Off List	
			Icon Vehicle Dynamics: www.iconvehicledynamics.com	0% Off List	
			Leer: leertruckxl.com	5% Off List	
			Lund: lund-industries.com	10% Off List	
			Luverne Truck: www.luvernetruck.com	10% Off List	
			Magnum: magnumtruckracks.com/truck-racks	10% Off List	
			Maxtrac: maxtracsuspension.com	10% Off List	
			Pro-Comp: www.procompusa.com	5% Off List	
			Ranch Hand: www.ranchhand.com	10% Off List	
			Rancho: www.gorancho.com	5% Off List	
			RDS: rdsaluminum.com/auto-auxiliary.html	0% Off List	
			Readylift: www.readylift.com	5% Off List	
			Reece: www.reece-hitches.com	5% Off List	
			Rhino Rack: www.rhinorack.com/en-us	2% Off List	
			RKI: www.rki-us.com	10% Off List	
			Rough Coutry: www.roughcountry.com	10% Off List	
			Ruff Tuff: www.rufftuff.com	5% Off List	
			Texas Truck Rack: texastruckracks.com	5% Off List	
			Torklift: www.torklift.com	10% Off List	
			Trailfx: www.trailfx.com	10% Off List	
			Truck Hero: truck-hero.com	5% Off List	
			Tuff Country: www.tuffcountry.com	5% Off List	
			UWS: www.uwsta.com	10% Off List	
			Warn: www.warn.com	5% Off List	
			Wheel Pros: www.wheelpros.com	5% Off List	
			Zone Offroad: zoneoffroad.com	10% Off List	

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
045	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to exterior accessories: Continued**		
				5%	(AB)
			Camper Shell	0%	(AC)
			Decked	5%	
			Gamber Johnson	5%	
			Go Rhino	5%	
			Havis	20%	
			JottoDesk	20%	
			OPS	5%	
			Ranch Hand	5%	
			Setina	10%	
			Tonneau Covers	5%	
			Westin	10%	
			Bed Covers	0%	(AD)
			Camper Shells	0%	
			Custom Fabrication	0%	
			Tool Box	0%	
			Trailer Brake Controllers	0%	
			Trailer Hitch Receivers	0%	
			www.danasafetysupply.com	10%	(AE)
			See Pages 67-69 for Discount off parts catalog or list price		(AF)
				2%	(AG)
				35%	(AH)
			Airgain/ Antennas Plus https://airgain.com/products/antenna-plus-external-antennas/	20%	(AL)
			Angel Armor www.angelarmor.com	30%	
			Decked, Vaults and Accessories www.decked.com	15%	
			Finishing Touch, Window Tint	10%	
			L-tron, License plate Scanners, etc.	0%	
			Panorama Antennas www.panorama-antennas.com	10%	
			Patrol Power wiring solutions www.patrol-power.com	20%	
			Stalker Radar and Accessories www.stalkerradar.com	0%	
			Truck Vault www.truckvault.com	10%	
			Warn Industries www.warn.com	10%	
				15%	(AN)

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Item	Approx. Qty	Unit	Description	Percentage Discount	Vendor
045	**1**	**%**	**Discount off most current parts catalog or list price for related accessories pertaining to exterior accessories: Continued**		
			Access: www.accesscover.com/truck-accessories/	10% Off List	(AQ)
			Airlift: https://www.airliftcompany.com/	10% Off List	
			BDS Suspension: bds-suspension.com	10% Off List	
			Better Built: www.lifebetterbuilt.com	10% Off List	
			Bolt Lock: www.boltlock.com	10% Off List	
			Carr: www.carr.com	3% Off List	
			Curt Manufacturing: www.curtmfg.com	10% Off List	
			Daystar: daystarweb.com	10% Off List	
			Decked: decked.com	10% Off List	
			Deerskin Manufacturing: deerskinmfg.com	0% Off List	
			DeeZee: www.deezee.com	10% Off List	
			Delta/Jobox: www.crescenttool.com/brands/crescent-jobox	10% Off List	
			Diamondback Truck Covers: diamondbackcovers.com	0% Off List	
			Fabtech: fabtechmotorsports.com	5% Off List	
			Factory 55: factor55.com	0% Off List	
			Firestone: www.firestoneip.com	10% Off List	
			Go Industries: goindustriesinc.com	10% Off List	
			Icon Vehicle Dynamics: www.iconvehicledynamics.com	0% Off List	
			Leer: leertruckxl.com	5% Off List	
			Lund: lund-industries.com	10% Off List	
			Luverne Truck: www.luvernetruck.com	10% Off List	
			Magnum: magnumtruckracks.com/truck-racks	10% Off List	
			Maxtrac: maxtracsuspension.com	10% Off List	
			Pro-Comp: www.procompusa.com	5% Off List	
			Putco: www.putco.com	10% Off List	
			Ranch Hand: www.ranchhand.com	10% Off List	
			Rancho: www.gorancho.com	5% Off List	
			RDS: rdsaluminum.com/auto-auxiliary.html	0% Off List	
			Readylift: www.readylift.com	5% Off List	
			Reece: www.reece-hitches.com	5% Off List	
			Rhino Rack: www.rhinorack.com/en-us	2% Off List	
			RKI: www.rki-us.com	10% Off List	
			Rough Coutry: www.roughcountry.com	10% Off List	
			Ruff Tuff: www.rufftuff.com	5% Off List	
			Texas Truck Rack: texastruckracks.com	5% Off List	
			Torklift: www.torklift.com	10% Off List	
			Trailfx: www.trailfx.com	10% Off List	
			Truck Hero: truck-hero.com	5% Off List	
			Tuff Country: www.tuffcountry.com	5% Off List	
			UWS: www.uwsta.com	10% Off List	
			Warn: www.warn.com	5% Off List	
			Wheel Pros: www.wheelpros.com	5% Off List	
			Zone Offroad: zoneoffroad.com	10% Off List	
			See Page 70 for Discount Off Catalog List Prices		(AR)

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Item	Approx. Qty	Unit	Description	Unit Price	Vendor
046	**1**	**hourly**	**Labor/repair & installation cost per hour related to exterior accessories**		
				$ 100.00	(AA)
				$ 125.00	(AB)
				$ 95.00	(AC)
				$ 125.00	(AD)
			See Pages 67-69 for Discount off parts catalog or list price	$ 115.00	(AF)
				$ 150.00	(AG)
				$ 110.00	(AI)
				$ 95.00	(AL)
				$ 95.00	(AN)
				$ 125.00	(AO)
				$ 99.00	(AQ)
				$ 85.00	(AR)

***** 46 Items Total *****

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(AE) Dana Safety Supply
Statewide Price Agreement # 20-00000-21-00030
Additional Manufacturer Offered Discounts

Whelen	**31.00%**
Soundoff	**47.25%**
Code3	**42.00%**
PTS Prisoner Transport Systems	**28.00%**
Troy	**31.00%**
Westin	**30.00%**
Gamber Johnson	**39.00%**
OPS	**18.00%**
Setina	**29.00%**
ProGard	**26.50%**
American Aluminum	**15.00%**
Angel Armor	**20.00%**
ISBI	**5.00%**
GoRhino	**30.00%**
Laguna	**20.00%**
Pelican	**20.00%**
Streamlight	**38.00%**
TruckVault	**10.00%**
Warn	**10.00%**
Weiser	**32.00%**
Feniex	**38.00%**
Brooking	**36.00%**
Unity	**45.00%**
Santa Cruz	**25.00%**
D&R Electronics	**25.00%**
Go Light	**20.00%**
Able2	**35.00%**
Big Sky Racks	**15.00%**
www.danasafetysupply.com	**10.00%**
www.fleetsafety.com	**10.00%**

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(AF) Don Chalmers Ford dba MHQ West

Statewide Price Agreement # 20-00000-21-00030

Discount off parts catalog or list price for all related vehicle equipment, both emergency and non-emergency products

Vendor	Percentage Off List Price
4 Wheel Parts-Automotive Parts	www.4wheelparts.com MSRP - 0%
911 Circuits-Wire harness and accessories	www.911circuits.com MSRP - 20%
Able 2 Products - Emergency Lighting	www.able2products.com MSRP - 25%
Admiral Camper-camper shells/accessories	www.admiralcampers.com MSRP - 0%
Aervoe-Safety devices	www.aervoe.com MSRP - 0%
Alamo Auto Supply-Vehicle Accessories	www.alamoauto.com MSRP - 0%
All other **Open Market** items	MSRP - 0%
Amazon-variety of products required for builds	www.amazon.com MSRP-0%
American Aluminum-K9 /Prisoner Transport	www.ezrideronline.com MSRP - 10%
Angel Armor LLC-Ballistic Panels	www.angelarmor.com MSRP - 0%
ARB-Off road accessories	www.arbusa.com MSRP - 0%
Asset Works-Fuel Management	www.assetworks.com MSRP - 0%
ATC Campers-camper shells/access.	www.atctruckcovers.com MSRP - 0%
B & B Enterprises-custom vehicle equip.	www.bbenterprisesinc.com MSRP - 20%
Bendix King-communication equip.	www.bktechnologies.com MSRP - 0%
Better Built-tool boxes	www.lifebetterbuilt.com MSRP - 0%
Brookings Ind.-Emergency Vehicle Equip.	www.brookingindustries.com MSRP - 25%
Brother Printers-computer printers	www.brother-usa.com MSRP - 10%
Bull Dog Winch-vehicle winches	www.bulldogwinch.com MSRP - 0%
Cargo Glide-vehicle storage	www.cargoglide.com MSRP - 10%
Coban-In Car/Body Cameras	www.safefleet.net MSRP - 0%
Code 3-Emergency vehicle lighting	www.code3esg.com MSRP - 20%
Cool Cop-officer cooling access.	www.coolcop.com MSRP - 0%
Cradle Point-Computer Modems	www.cradlepoint.com MSRP - 0%
Curt-vehicle accessories	www.curtmfg.com MSRP - 0%
D & R Manufacturing-Emergency Vehicle Lighting	www.dandrmanufacturing.com MSRP - 15%
Dakota Bodies-Vehicle Service Bodies	www.dakotabodies.com MSRP - 0%
Decked-Vehicle Storage	www.decked.com MSRP - 10%
Dell-computers	www.dell.com MSRP - 0%
Digital Ally-Cameras in car/body	www.digitalallyinc.com MSRP - 0%
ECCO-Vehicle Lighting	www.eccoesg.com MSRP - 10%
Extang-Truck Covers	www.extang.com MSRP - 0%
Extendo Bed-Storage Systems	www.extendobed.com MSRP - 0%
Fab Fours-Push Bumpers	www.fabfours.com MSRP - 0%
Federal Signal-Vehicle Lighting/Accessories	www.fedsig.com MSRP - 36%
Feniex Industries-Vehicle Lighting	www.feniex.com MSRP - 15%
Ford Motor Company-Auto Parts	www.parts.ford.com MSRP-0%
FRC-Scene Ligthing	www.fireresearch.com MSRP - 0%

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(AF) Don Chalmers Ford dba MHQ West continued	
Gamber Johnson-Consoles, Dock and Access.	www.gamberjohnson.com MSRP - 20%
Getac-Computers	www.geta.com MSRP - 0%
General Motors-Auto Parts	www.gm.com MSRP-0%
Go Light-Scene Lighting	www.golight.com MSRP - 10%
Go Rhino-Push Bumpers/Access	www.gorhino.com MSRP - 20%
Harris-Two Way Radios	www.l3harris.com MSRP - 0%
Havis-Console-Dock, K9, Prisoner Tran.	www.havis.com MSRP - 20%
Highway Products-Vehicle Bodies	www.highwayproducts.com MSRP - 0%
Innovative-Consoles/Storage	www.idsmp.com MSRP - 10%
Jackson Creek-Animal Control	www.Jacksoncreekmfg.com MSRP - 0%
Jotto Desk-Docks Consoles, Weapon Mounts	www.gojotto.com MSRP - 20%
Kent D Bruce LLC-Havis/Whelen	www.kdbco.com MSRP - 0%
Kenwood-Two Way Radios	www.comms.kenwood.com MSRP - 0%
Kussmaul-Vehicle Battery Chargers	www.kussmaul.com MSRP - 10%
Kustom Signals Radar- Video in car/Body	www.kustomsignals.com MSRP - 10%
L3 Mobile Vision-Video in Car/Body	www.safefleent.net MSRP - 0%
Laguna Seats-Prisoner Seats	www.laguna3p.com MSRP - 10%
Leer-Campers/Accessories	www.leer.com MSRP - 0%
Lenco-Armored Vehicle Parts	www.lencoarmor.com MSRP - 0%
Line-X-Bed Lining	www.linex.com MSRP - 0%
LKQ-Reconditioned auto parts	www.lkqonline.com MSRP - 0%
L-Tron-Electronic Scanner	www.l-tron.com MSRP - 0%
Mopar-Auto Parts	www.mopar.com MSRP-0%
MHQ Graphics-Graphics	www.mhqwest.com MSRP - 40%
MHQ Shop Supplies	www.mhqwest.com MSRP - 0%
MHQ Window Tint	www.mhqwest.com MSRP - 10%
Motorola-Two Way Radios	www.motorola.com MSRP - 0%
MPH Industries-Vehicle Radars	www.mphindustries.com MSRP - 0%
NAPA-Auto Parts	www.napaonline.com MSRP - 0%
NextBelt-Belt Accessories	www.nexbelt.com MSRP - 5%
Night Stick-Flashlights	www.nightstick.com MSRP - 0%
OPS/Ezstak-Storage Solutions	www.opspublicsafety.com /www.ezstak.com MSRP - 15%
Panasonic-Computers	www.panasonic.com MSRP - 0%
Panorama-Antennas	www.panorama-antennas.com MSRP - 0%
Parsec Technologies-Antennas	www.parsec-t.com MSRP - 0%
Pelican Products-Storage Products	www.pelican.com MSRP - 10%
Poly Plannar-Vehicle Speakers	www.polyplanar.com MSRP - 0%
PTS-Prisoner Seats	www.prisonertransportsystems.com MSRP - 15%
Pro-Gard-Prisoner Cages, seats, weapon locks	www.pro-gard.com MSRP - 20%
Propper-Clothing	www.propper.com MSRP - 0%
ProVision-In Car Video	www.provisionusa.com MSRP - 0%

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(AF) Don Chalmers Ford dba MHQ West continued	
Putco-Vehicle Lighting	www.putco.com MSRP - 10%
Ranch Hand-Vehicle Bumpers	www.ranchhand.com MSRP - 0%
Raptor Products-Weapon Locks	www.usaraptor.com MSRP - 10%
Retrax-Truck Accessories	www.retrax.com MSRP - 0%
Rigid Industries-Vehicle Lighting	www.ridgidindustries.com MSRP - 10%
RKI-Tool Box Storage	www.rki-us.com MSRP - 0%
Rockland Products-Storage Systems.	www.rocklandcustomproducts.com MSRP - 0%
Safety LLC-First Aid Kits	www.safetynm.com MSRP - 0%
Safety Vision-in car camera	www.safetyvision.com MSRP - 0%
Samlex-Power inverters	www.samlexamerica.com MSRP - 0%
Santa Cruz- Gun Locks	www.santacruzgunlocks.com MSRP - 20%
Setina Mfg-Prisoner Cage, weapon locks, storage	www.setina.com MSRP - 20%
Smitty Built-Winches	www.smittybilt.com MSRP - 0%
SoundOff Signal-Vehicle Lighting	www.soundoffsignal.com MSRP - 36%
Southwest Iron Works-custom fabrication	www.southwestironworks.com MSRP - 0%
Stalker- Radar, in car camera	www.stalkerradar.com MSRP - 10%
Streamlight-Flashlights	www.streamlight.com MSRP - 20%
Strong Suit -Gloves	www.strongsuitgloves.com MSRP - 0%
Super Springs-Vehicle Accessories	www.superspringsinternational.com MSRP - 0%
Survival Armor-Armor	www.survivalarmor.com MSRP - 0%
Synnex-Computers/Accessories	www.synnex.com MSRP - 0%
Tessco-communications accessories	www.tessco.com MSRP - 0%
Tiger Tough-Seat covers	www.tigertough.com MSRP - 0%
Tomar-Vehicle Lighting	www.tomar.com MSRP - 20%
Topper Town-camper shells	www.toppertownabq.com MSRP - 0%
Troy Products-Consoles, partitions, computer mounts	www.troyproducts.com MSRP - 20%
Truck Vault-Storage Solutions	www.truckvault.com MSRP - 10%
Tuffy Products-Storage Solutions	www.tuffyporducts.com MSRP - 0%
Unity Spotlights-Scene Lighting	www.unitusa.com MSRP - 10%
UWS-truck storage boxes	www.uwsta.com MSRP - 0%
Wanco-message boards	www.wanco.com MSRP - 0%
Warn-Winches	www.warn.com MSRP - 0%
Watchguard-video in car/body	www.watchguardvideo.com MSRP - 0%
Waytek Wire-Wiring Accessories	www.waytekwire.com MSRP - 0%
Weather Guard-tool boxes	www.weathguard.com MSRP - 0%
Western-Snow Plows	www.westernplows.com MSRP - 0%
Westin-push bumper, partitions, accessories	www.westinautomotive.com MSRP - 20%
Whelen-Vehicle Lighting	www.whelen.com MSRP - 36%

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(AR) West Mesa Auto Craft, Inc.
Statewide Price Agreement # 20-00000-21-00030
Discount Off Catalog List Price for Emergency Equipment

Whelen Current Catalog — 30%
Federal Signal Current Catalog — 25%
Feniex Industries Current Catalog— 20% Brooking Industries Current Catalog— 20%
Able 2/Sho-me Current Catalog— 30%
Jotto except Kodiak Current Catalog— 15%
Havis Current Catalog — 18%
Setina except PB450 & PB550 Current Catalog — 20%
Go Rhino Current Catalog — 15%
Pro-Gard Current Catalog — 15%
estesAWS Current Catalog ---10%
Other Law Enforcement MFG, Not Including Camera systems, radars or radios -5%

Manufacturer Websites

Whelen Engineering: www.whelen.com
Federal Signal: www.fedsig.com
Havis: www.havis.com
Jotto Desk: https://jottopublicsafety.gojotto.com
Feniex Industries: www.feniex.com
Brooking Industries: www.brookingindustries.com
Able 2/ Sho-Me: www.able2products.com
Setina: https://setina.com
Go Rhino: https://publicsafety.gorhino.com/
Pro-gard Products: www.pro-gard.com
estesAWS: www.estesaws.com

DocuSign

Certificate Of Completion

Envelope Id: 0435B55DD8C747D1AFCD0345CB9EF2ED
Status: Completed
Subject: GSD/SPD Procurement#: 20-00000-21-00030 Police Vehicle Equipment
Source Envelope:
Document Pages: 70
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Tami Concha
13 Bataan Blvd
Santa Fe, NM 87508
tami.concha@state.nm.us
IP Address: 164.64.63.2

Record Tracking

Status: Original
4/25/2022 1:21:40 PM
Holder: Tami Concha
tami.concha@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Signed by link sent to natalie.martinez1@state.nm.us Using IP Address: 164.64.62.10	Sent: 4/25/2022 1:24:12 PM Viewed: 4/25/2022 1:29:04 PM Signed: 4/25/2022 1:29:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@state.nm.us Procurement Officer-A New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Signed by link sent to tami.concha@state.nm.us Using IP Address: 164.64.62.10	Sent: 4/25/2022 1:29:22 PM Viewed: 4/25/2022 1:31:29 PM Signed: 4/25/2022 1:31:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Signed by link sent to Valerie.Paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 1:31:49 PM Viewed: 4/25/2022 1:34:18 PM Signed: 4/25/2022 1:35:22 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2022 1:24:12 PM
Certified Delivered	Security Checked	4/25/2022 1:34:18 PM
Signing Complete	Security Checked	4/25/2022 1:35:22 PM
Completed	Security Checked	4/25/2022 1:35:22 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks **Initiating Department**	October 14, 2025 **Meeting Date**
Robert Herrera, Facilities & Services, Director, Justin Weaver, Project Manager **Contact Person**	6 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE BUDGET REVISION AND RESOLUTION FOR COMMUNITY CENTER GRANTS (ANTHONY, BETTY MCKNIGHT, DOÑA ANA, PLACITAS) IN THE AMOUNT OF $14,056.60 FROM NM AGING & LONG-TERM SERVICES DEPARTMENT

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Facilities & Services Department routinely secures Statewide Emergency Funding grants from the NM Aging and Long-Term Services Department to support improvements at county senior centers.
During this grant cycle, the department received $14,056.60 to purchase and install commercial-grade appliances. We are requesting approval of a budget revision to include these funds, which will benefit the Anthony, Betty McKnight, Doña Ana, and Placitas Community Centers. *(Grant Numbers: A23H2068-28, -29, -30, -31)*

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Budget Resolution
Budget Amendment/Revision

SUMMARY OF FINANCIAL IMPACT

All Aging & Long-Term Services awarded grants total $14,056.60, which will be added to the FY26 Budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Susie Johnson, Grant Administrator	Created/Initiated - 9/26/2025
Robert Herrera, Facilities & Services, Director	Approved - 9/29/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Lucio Luttrell, Budget and Research Officer	Approved - 10/6/2025
Deborah Weir, Assistant County Manager	Final Approval - 10/9/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	October 14, 2025
Agenda Item Title:	Approve budget revision and resolution for Community Center Grants (Anthony, Betty McKnight, Doña Ana, Placitas) – Total $14,056.60
Type of Action:	Approve budget revision and resolution
Fiscal Impact:	All Aging & Long-Term Services awarded grants total $14,056.60, which will be added to the FY26 Budget. A match is not required.
Strategic Plan Alignment:	Supports the County's strategic priorities by utilizing Aging & Long-Term Services Department grant funding to upgrade community centers with commercial-grade appliances that enhance health, safety, and service delivery for seniors.

Overview:

The Facilities & Services Department routinely secures Statewide Emergency Funding grants from the NM Aging and Long-Term Services Department to support improvements at county senior centers.
During this grant cycle, the department received $14,056.60 to purchase and install commercial-grade appliances. We are requesting approval of a budget revision to include these funds, which will benefit the Anthony, Betty McKnight, Doña Ana, and Placitas Community Centers. *(Grant Numbers: A23H2068-28, -29, -30, -31)*

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and revision.
- **Vote "NO" =** This will reject the resolution and _____
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-_____

WHEREAS, the Doña Ana County Facilities & Services Department routinely secures Statewide Emergency Funding grants from the New Mexico Aging & Long-Term Services Department (ALTSD) to support improvements at County-operated senior and community centers; and

WHEREAS, during the FY26 grant cycle, the Facilities & Services Department received a total of $14,056.60 in ALTSD grant funding (Grant Numbers: A23H2068-28, -29, -30, -31) to purchase and install commercial-grade appliances; and

WHEREAS, these funds will be used to enhance the Anthony, Betty McKnight, Doña Ana, and Placitas Community Centers, ensuring the facilities meet standards for health, safety, and service delivery for local seniors; and the grant requires no County match and will be added to the FY26 budget as part of this budget revision.

WHEREAS, The Board of County Commissioners supports the County's strategic priorities by leveraging external funding sources to improve public facilities and strengthen services to residents; and

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County hereby approves the budget revision and acceptance of $14,056.60 in ALTSD grant funding to support upgrades at the Anthony, Betty McKnight, Doña Ana, and Placitas Community Centers.

RESOLVED this 14th day of October, 2025 .

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

STATE OF NEW MEXICO
DOÑA ANA COUNTY

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000686

Company	Doña Ana County
Plan Template	Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan	FY26 DAC Amended Budget Detail
Organizing Dimension Type	
Amendment ID	BUDAMD00000686
Amendment Date	10/14/2025
Description	New state of NM grant - Aging & Long-Term Services for Community Centers
Amendment Type	Budget Revision/Resolution
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6230:Equipment Expense	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000669 FY26-A23H2068-28 NM ALTSD Emergency Funding - Anthony Community Center	SC-096 Equipment Under $5000		Project: P-0000433 Anthony Community Center – Operational Improvements	$6,637.60	$0.00	New state grant for non-capital equipment	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000669 FY26-A23H2068-28 NM ALTSD Emergency Funding - Anthony Community Center		RC-032 Grant Revenues	Project: P-0000433 Anthony Community Center – Operational Improvements	$0.00	$6,637.60	New state grant for non-capital equipment	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6230:Equipment Expense	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000668 FY26-A23H2068-29 NM ALTSD Emergency Funding - Betty McKnight Community Center	SC-096 Equipment Under $5000		Project: P-0000434 Betty McKnight Community Center – Non-Capital Items and Improvements	$2,473.00	$0.00	New state grant for non-capital equipment	

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000668 FY26-A23H2068-29 NM ALTSD Emergency Funding - Betty McKnight Community Center		RC-032 Grant Revenues	Project: P-0000434 Betty McKnight Community Center – Non-Capital Items and Improvements	$0.00	$2,473.00	New state grant for non-capital equipment	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6230:Equipment Expense	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000667 FY26-A23H2068-30 NM ALTSD Emergency Funding - Doña Ana Community Center	SC-096 Equipment Under $5000		Project: P-0000435 Doña Ana Community Center – Non-Capital Items and Improvements	$2,473.00	$0.00	New state grant for non-capital equipment	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000667 FY26-A23H2068-30 NM ALTSD Emergency Funding - Doña Ana Community Center		RC-032 Grant Revenues	Project: P-0000435 Doña Ana Community Center – Non-Capital Items and Improvements	$0.00	$2,473.00	New state grant for non-capital equipment	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6230:Equipment Expense	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000666 FY26-A23H2068-31 NM ALTSD Emergency Funding - Placitas Community Center	SC-096 Equipment Under $5000		Project: P-0000436 Placitas Community Center – Non-Capital Items and Improvements	$2,473.00	$0.00	New state grant for non-capital equipment	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-203 State Grants	CC-018 Facilities & Parks-Department	GR000666 FY26-A23H2068-31 NM ALTSD Emergency Funding - Placitas Community Center		RC-032 Grant Revenues	Project: P-0000436 Placitas Community Center – Non-Capital Items and Improvements	$0.00	$2,473.00	New state grant for non-capital equipment	

A23H2068-31 Dona Ana County Placitas EIGA AV SIGNED.pdf

File Name A23H2068-31 Dona Ana County Placitas EIGA AV SIGNED.pdf
Content Type application/pdf

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000686

Updated By Susie Johnson
Upload Date 09/23/2025 04:35:16 PM
Comment

Fully executed agreement A23H2068-30 Dona Ana County Dona CC EIGA.pdf
File Name Fully executed agreement A23H2068-30 Dona Ana County Dona CC EIGA.pdf
Content Type application/pdf
Updated By Susie Johnson
Upload Date 09/23/2025 04:35:16 PM
Comment

A23H2068-29 Dona Ana County Betty McKnight SC EIGA AV SIGNED.pdf
File Name A23H2068-29 Dona Ana County Betty McKnight SC EIGA AV SIGNED.pdf
Content Type application/pdf
Updated By Susie Johnson
Upload Date 09/23/2025 04:35:16 PM
Comment

Fully Executed Agreement A23H2068-28 Anthony Community Center Appropriations 2025.pdf
File Name Fully Executed Agreement A23H2068-28 Anthony Community Center Appropriations 2025.pdf
Content Type application/pdf
Updated By Susie Johnson
Upload Date 09/23/2025 04:35:16 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/23/2025 04:35:16 PM	09/24/2025	Susie Johnson	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/25/2025 10:00:33 AM		Robert Herrera (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Awaiting Action		09/24/2025	Daniel Silva (Budget Manager)	3	
					Erik Alvidrez (Budget Manager)		
					Lucio Luttrell (Budget Manager)		

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fleet Department **Initiating Department**	October 14, 2025 **Meeting Date**
Gabriel Silva, Fleet Director **Contact Person**	7 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE NEW MEXICO STATE CONTRACT WITH PHIL LONG DEALERSHIPS TO PURCHASE (9) FORD VEHICLES IN THE AMOUNT OF $731,794.15.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Request approval to utilize New Mexico State contract 40-00000-24-00068 with Phil Long Dealerships to purchase (8) Ford light duty trucks and (1) Ford SUV for Animal Control, Information Technology, Fleet, Community Development, Road Department, and Office of Emergency Management. Additionally, we are requesting authorization for the County Manager to have signature authority over the related contract documents, amendments, and renewals.

State of New Mexico Statue 13-1-129 NMSA allows procurement under existing contracts.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Quote
New Mexico State Contract

SUMMARY OF FINANCIAL IMPACT

Cost of $731,794.15 is included in the approved FY26 budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Gabriel Silva, Fleet Director	Created/Initiated - 9/19/2025
Gabriel Silva, Fleet Director	Approved - 9/19/2025
Asma Dawood, Finance Director	Approved - 9/19/2025
Michael Perez, Purchasing Manager	Approved - 9/26/2025
Jonathan Macias, Assistant County Manager	Approved - 10/1/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Approval to Purchase Nine Ford Light Duty Trucks

Overview:

Fleet Department with the input from the following departments, Animal Control, Community Development, Roads, and OEM identified the following units for replacement, unit AC-712 (2008 Ford F150 with 122,408 miles, body damage), unit 09013 (2009 Ford Focus with 88,103 miles, needs paint job), unit 05008 (2005 Ford F150 with 274,894 miles), unit BI-17 (2005 Ford F150 with 297,154 miles), unit TR-212 (2005 Ford F150 2WD with 88,904 miles, will be transferred to Utilities), Unit TR-233 (2008 Ford F250 with 146,453 miles), and unit 4008 (2005 Hummer with 122,712 miles, transferred back to DASO). Additional vehicles, one for IT and one for Animal Control. The nine (9) vehicles were approved for the FY26 Budget and meet Fleet Department's replacement guidelines. The new trucks will improve operations, operator's safety, reduce operating cost, and reduce emissions.

The cost for the two (2) new trucks for Animal Control, 2025 Ford F150 Lightning $77,717.75 and the 2025 Ford F250 with animal control body $121,934.75, total is $199,652.50. The cost for the one (1) new truck for IT, 2025 Ford F150 Hybrid is $61,732 miles. The cost for the two (2) new trucks for Fleet Department, 2025 Ford F150 Lightnings is $77, 717.75 each, total is $155,435.50. The cost for the one (1) new truck Community Development, 2025 Ford Lightning is $73,222.25. The cost for the two (2) new trucks for Road Department, 2025 Ford F350 with utility bodies is $87,275.75 each, total is $174,551.50. The cost for the one (1) new SUV for OEM, 2025 Ford Expedition is $67,200.40. Total cost for the nine (9) units is $731,794.15.

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	090525-1
QUOTE DATE	September 5, 2025
Agency PO #	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF:

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford F150 Lighting AWD Pickup, Extended Range Battery	72,265.00	$72,265.00
1	Contract Discount 5%	(3,613.25)	($3,613.25)
1	Headache Rack & Light Package	4,995.00	$4,995.00
1	Contract Discount 10%	(499.50)	($499.50)
1	Factory Extended Warranty 5 YR 75,000 Miles	3,995.00	$3,995.00
1	Contract Discount 10%	(399.50)	($399.50)
1	Delivery to Agency	975.00	$975.00

Additional Information:

Proposal valid for 30 Days

77,717.75

$77,717.75
Total
AMOUNT

DIRECT ALL INQUIRIES TO:

Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	090325-1
QUOTE DATE	September 3, 2025
Agency PO #.	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF:

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford F250 Extended Cab Chassis	50,705.00	$50,705.00
1	Contract Discount 5%	(2,535.25)	($2,535.25)
1	Factory Extended Warranty, 5yr 75,000 Miles Premium Care	4,500.00	$4,500.00
1	Contract Discount 10%	(450.00)	($450.00)
1	Animal Control Body	76,800.00	$76,800.00
1	Contract Discount 10%	(7,680.00)	($7,680.00)
1	Delivery to Agency	595.00	$595.00

Additional Information:

Proposal valid for 90 Days

121,934.75

$121,934.75
Total
AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	090525-4
QUOTE DATE	September 5, 2025
Agency PO #	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF: IT

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford F150 XLT 4WD Pickup, Hybrid Engine	60,570.00	$60,570.00
1	Contract Discount 5%	(3,028.50)	($3,028.50)
1	Factory Extended Warranty 5 YR 75,000 Miles	3,995.00	$3,995.00
1	Contract Discount 10%	(399.50)	($399.50)
1	Delivery to Agency	595.00	$595.00

Additional Information:

Proposal valid for 30 Days

61,732.00

$61,732.00
Total
AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Since 1945 PHIL LONG BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	090525-2
QUOTE DATE	September 5, 2025
Agency PO #.	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF: Fleet

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Ford F150 Lighting AWD Pickup, Extended Range Battery	72,265.00	$144,530.00
2	Contract Discount 5%	(3,613.25)	($7,226.50)
2	Headache Rack & Light Package	4,995.00	$9,990.00
2	Contract Discount 10%	(499.50)	($999.00)
2	Factory Extended Warranty 5 YR 75,000 Miles	3,995.00	$7,990.00
2	Contract Discount 10%	(399.50)	($799.00)
2	Delivery to Agency	975.00	$1,950.00

Additional Information:

Proposal valid for 30 Days

	155,435.50
	$155,435.50
	Total
	AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	090525-3
QUOTE DATE	September 17, 2025
Agency PO #	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF: Community Development

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford F150 Lighting AWD Pickup, Extended Range Battery	72,265.00	$72,265.00
1	Contract Discount 5%	(3,613.25)	($3,613.25)
1	Factory Extended Warranty 5 YR 75,000 Miles	3,995.00	$3,995.00
1	Contract Discount 10%	(399.50)	($399.50)
1	Delivery to Agency	975.00	$975.00

Additional Information:

Proposal valid for 30 Days

73,222.25

$73,222.25
Total
AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Since 1945 PHIL LONG BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	091825-1
QUOTE DATE	September 18, 2025
Agency PO #	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	DAC Fleet
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF:

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	2026 Ford F350 Crew Cab Chassis SRW	66,385.00	$132,770.00
2	Contract Discount 5%	(3,319.25)	($6,638.50)
2	96" Service Body Package with Rack & Lighting	20,705.00	$41,410.00
2	Contract Discount 10%	(2,070.50)	($4,141.00)
2	Factory Extended Warranty Premium Care 5 YR 75,000 Miles	4,995.00	$9,990.00
2	Contract Discount 10%	(499.50)	($999.00)
2	Front Leveling Kit	1,200.00	$2,400.00
2	Contract Discount	(120.00)	($240.00)

Additional Information:	174,551.50
Proposal valid for 30 Days	
	$174,551.50
	Total
	AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Since 1945 PHIL LONG BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	090325-2
QUOTE DATE	September 3, 2025
Agency PO #.	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Dona Ana County
ATTN: Gabe Silva
REF: OEM

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford Expedition Active	67,995.00	$67,995.00
1	Contract Discount 8%	(5,439.60)	($5,439.60)
1	Factory Extended Warranty, 5yr 75,000 Miles Premium Care	4,500.00	$4,500.00
1	Contract Discount 10%	(450.00)	($450.00)
1	Delivery to Agency	595.00	$595.00

Additional Information:

67,200.40

Proposal valid for 90 Days

$67,200.40
Total
AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552
email: rbutler@phillong.com

THANK YOU FOR YOUR BUSINESS!

Docusign Envelope ID: E3E533AA-EED6-4FE6-979F-57BB69BAE783

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

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

Invoice:
As Requested at Time of Order

Number: **40-00000-24-00068**

Amendment No.: **Three**

Term: **August 6, 2025 – August 5, 2026**

JC

Procurement Specialist: **Jessica Chavez**

Telephone No.: **(505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Title: **Automotive Vehicles**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 6, 2025 to August 5, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/4/2025

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00068

Awarded Vendors:

(AA) 0000132535
BJW Ventures LLC. dba Accessories Unlimited
2322 Candelaria NE
Albuquerque New Mexico 87107
Jordan Liesener
505-888-5811
Ginger@wacupfitters.com

Delivery: **2322 Candelaria NE, Albuquerque New Mexico 87107**

(AB) 0000047770
Albuquerque Motor Company
9621 Coors Blvd NW
Albuquerque, NM 87114
Jason Sanchez
505-907-2483
jsanchez@melloydodge.com

Delivery: **Approx 60-120 days on ordered vehicles**

(AC) 0000049896
Bob Turner's Ford Country dba Power Ford
1101 Montano Rd NE
Albuquerque, NM 87107
Manuel Beltran
(505) 449-1268
mbeltran@myforddealer.com

Delivery: **Albuquerque and Santa Fe**

(AD) 0000045857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, Nm 87190
Kevin Stacy
505-880-8222
Kevin@cte-nm.com

Delivery: **As Requested**

(AE) 0000094627
Construction Truck Equipment, LLC
PO Box 16020
Albuquerque, NM 87191
David Frederick
(505) 292-8018
dfrederick747@gmail.com

Delivery: **As Required**

(AF) 0000051541
Don Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM 87124
Mike Michnuk
505 897-2227
mmichnuk@chalmersford.com

Delivery: **2500 Rio Rancho Dr SE Rio Rancho, NM 87124**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

(AG) 0000137865 **MCLL, Inc** **377 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.**
(AH) 0000137862 **MFLL INC** **499 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Approximately 180 days after receipt of order**
(AI) 0000137868 **MJLL INC** **357 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Approximately 180 days after receipt of order**
(AJ) 0000062888 **Melloy Brothers, Inc. DBA Melloy Nissan** **7707 Lomas Blvd NE** **Albuquerque, NM 87110** **Don Bonar** **505-265-8721** **donb@melloynissan.com**	Delivery:	**Albuquerque, NM**
(AK) 0000087738 **Phil Long Ford of Raton, LLC** **301 South Second Street** **Raton, NM 87740** **Rhett M. Butler** **505-514-3552** **rbutler@phillong.com**	Delivery:	**As Requested**
(AL) 0000046112 **Richardson Investments, Inc** **8601 Lomas Blvd NE** **Albuquerque, NM 87112-5048** **Joe Moralez** **(505) 275-4457** **jmoralez@rich-ford.com**	Delivery:	**Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.**

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(AM) 0000125381
WAC Upfitters, LLC
2322 Candelaria NE
Albuquerque, NM 87107
Josh Hoyle
505-554-1966
Josh@wacupfitters.com

Delivery: **FOB Dealer**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Specifications:
Establish a Statewide Price Agreement for the Purchase of all Vehicles to include Gasoline, Diesel, Electric and Hybrid powered vehicles. This agreement will also be used to acquire law enforcement vehicles. It should be noted that utilization of this Price Agreement by non-profit organizations under contract with the State or funded in part by the state may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to section 13-1-129 (NMSA 1978).

The State is requesting bids for a percentage discount off of MSRP for all types of Vehicles meeting minimum specifications described herein.

New models announced by Manufacturers may also be utilized with the existing contract. Pricing must be equivalent to the percentage discount of other vehicle types submitted by the awarded vendor along with the required supporting documentation.

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

Escalation Clause (percentage discount):
In the event of a decrease in discount, a request will be reviewed by State Purchasing Division (SPD) on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. The State Purchasing Division will not accept, or agree, to any decrease request in percentage discount, greater than five percent (5%) per year. If a requested decrease of the percentage discount is greater than the maximum allowed by the Agency, as stated previously, the Agency will consider that the amount of escalation is 0%.
Effective Dates for the decrease in discount will not be any sooner than fifteen (15) days from the date the written request is received and approved by SPD. Awarded Vendor may be required to provide the following information:

1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Vendor must also supply a Letter from Manufacturer addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as reason for increase. Requests for increase due to labor do not apply and will not be approved.

Note to State Agencies:

1. Executive Branch Agencies need to acquire Transportation Services Division approval to purchase state vehicles (per 15-8-7 NMSA 1978). Under Section 15-8-3 NMSA 1978, a "state vehicle means an automobile, van, sport-utility truck, pickup truck or other vehicle with a declared gross vehicle weight of less than ten thousand pounds used by a State Agency to transport passengers or property[.]"

2. Sufficient ordering time must be given to vendors to fulfill each order. Vendors are not responsible for filling orders placed for less than one hundred eighty (180) days prior to end of each fiscal year.

3. Agencies must list a contact person, telephone number, and correct title information, for the vehicle, in the "Bill To" section on the purchase document. There will be an additional charge for lien requirements.

The vehicles purchased by the State may be federally funded; therefore the New Mexico Resident/Veteran/Native American Preferences shall not apply to the evaluation of this Invitation to Bid.

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Method of Award:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Note to Bidders:
All Items should be completed by bidders for maximum benefit and participation. Blank fields are equivalent to "No Bid" and will not be awarded. This would prevent newer models from being sold by the Awarded Vendor.

Quantities Goods:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

Qualified Bidders:
Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the Awarded Vendor, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Awarded Vendor. (Example: truck chassis with dump body installed.)

Intent of Specifications:
The specifications are intended to describe equipment for use by the ordering agency which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model are not intended to be restrictive but to set forth an acceptable level of quality, design and size. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

The various types of vehicles include, but are not limited to:
- BEV- Battery Electric Vehicle, ONLY powered by battery/ 100% electric.
- PHEV- Plug-in Hybrid Electric Vehicle, electric and gas, you can plug in.
- HEV- Hybrid Electric Vehicle, electric and gas, cannot be plugged in.
- ICE – Internal Combustion Vehicle, powered only by gasoline
- DIESEL – Diesel powered vehicle, powered by diesel only

Minimum Specifications:
Vehicle specifications must meet all Federal and State Safety Standard requirements. This does not give a bidder permission to omit required equipment.

Vehicles shall include the following:
Cruise control & tilt wheel
Door Locks: Power
Floor mats: Factory
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Bluetooth/Hands Free
Radio: Factory Digital Standard

Transmission: Automatic
Windows: Power

The following conditions shall apply to all items.

A. All specifications are minimum requirements.
B. Bidder must be a factory authorized in-state dealer, and have parts and service facilities within the state of New Mexico
C. Units shall be new current production year models; no demonstration models, used, rebuilt, or refurbished vehicles will be accepted.
D. Units shall meet all federal and state safety requirements.
E. Units shall include all standard items as listed in manufacturer's literature.
F. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency, if applicable.
G. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
H. Units are to be transported to the dealer's place of business, rather than driven.
I. All ordered options shall be installed.
J. Award shall be based on current MSRP, less awarded vendors' percentage discount, F.O.B. to dealers location,
K. MSRP listing all specifications and factory options must be provided to user agency during quotation process, less awarded vendors' percentage discount.
L. Requested delivery: Within estimated one hundred eighty (180) working days ARO depending on vehicle, subject to availability.
M. All vehicles shall include all OEM equipment, unless otherwise specified in Price Agreement specifications
N. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
O. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days after receipt of order. Verbal orders are not valid.
P. Ornamentation – advertising: No dealer advertisement shall be displayed on any part of the of vehicle(s)
Q. Pricing for vehicles shall include all discounts and deductions including government concessions, less Federal and State taxes. Percentage Discount off of current MSRP shall be firm for the duration of the Contract period.
R. All factory options must be reflected on MSRP less the awarded vendor's percentage discount applied.
S. Vendor must provide manufacturer's current catalog list prices less awarded vendor's percentage discounts applied for all after-market options requested.
T. All vehicles are to be billed at current MSRP prices at the time of order, not the date of shipment.
U. All actual "build out" schedules must be submitted by the Supplier as it is made aware to them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
V. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.

Definition: "Build out date" – when manufacturer stops accepting orders subject to availability.

Notice to selling dealer(s): Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at dealer's expense.

Payment Provisions:

Within fifteen (15) days after the date the User Agency receives written notice from the Awarded Vendor that payment is requested for services or items of tangible personal property delivered on site and received, the User Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the User Agency finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Awarded Vendor that payment is requested, provide to the Awarded Vendor, a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with the details of how the Awarded Vendor may proceed to provide remedial action.

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Upon acceptance by the User Agency that the services or delivered tangible personal property have been received and accepted, payment shall be tendered to the Awarded Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) 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 Awarded Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Awarded Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the User Agency's Secretary or his duly authorized representative.

Prompt payment to awarded vendor is very important. User Agency(ies) must make every effort to expedite payment within ten (10) days, or sooner, from receipt is according to Section 13-1-158 (b) NMSA 1978.

The awarded vendor has the right to withhold vehicle transaction documents (M.S.O.) until payment has received.
In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts not to exceed one and one-half percent (1 ½%) per month of the unpaid balance. Paragraph C of section 13-1-158 (NMSA 1978) also states that if the payment shall be deemed on the date it is postmarked.

Payment or acceptance Not Conclusive:
Vendor must supply agency with a computer generated invoice for payment. No payment made under this Price Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, or conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the Price Agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

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

Late Delivery:
It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the Price Agreement on time, that time is of the essence in the performance of this Price Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

Motor Vehicle Regulations:
Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals and Warranties:
When the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):
A) Documents of title (released at time of payment);
B) Certificate of origin (to be released at time of payment);

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C) Warranty and guarantee certificates;
D) Certifications specified in the contract; and
E) Manuals specified in the contract.

Warranty Service:
The successful bidder shall arrange to provide a service facility employing factory trained service representatives to service the equipment and all components described herein warranty service shall be provided to the user agency on a priority basis. Upon notification to the bidder or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user's option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as prescribed in the general conditions and instructions to bidders. Vendors must provide certified proof of service capabilities for alternative fuel vehicle, prior to award.

Responsibility of Bidders:
It shall be the responsibility of the bidder(s) to secure written quotations on price and delivery from manufacturers among the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys which will show conclusively:

Maintenance and reliability experience of units in service for at least one (1) year

Additional date in the opinion of the bidder on the actual performance of equipment will assist the State in selecting the most effective cost efficient unit offered by the bidder

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

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fleet Department	October 14, 2025
Initiating Department	**Meeting Date**
Gabriel Silva, Fleet Director	8
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE CES CONTRACT WITH MEDLEY EQUIPMENT TO PURCHASE (1) ONE FORKLIFT IN THE AMOUNT OF $40,474.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Request approval to utilize CES contract #2022-11-C111-ALL with Medley Equipment to purchase (1) one Hyster forklift model H50A for the Clerks' Department. Additionally, we are requesting authorization for the County Manager to have signature authority over the related contract documents.

State of New Mexico Statue 13-1-129 NMSA allows procurement under existing contracts.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Quote
CES Contract

SUMMARY OF FINANCIAL IMPACT

Cost of $35,000 is included in the approved FY26 budget. The remaining balance of $5,474 will come from cost savings from other vehicles purchased FY26 or will be adjusted at midyear.

ADMINISTRATIVE REVIEW AND APPROVAL

Gabriel Silva, Fleet Director	Created/Initiated - 9/4/2025
Gabriel Silva, Fleet Director	Approved - 9/4/2025
Asma Dawood, Finance Director	Approved - 9/11/2025
Michael Perez, Purchasing Manager	Approved - 9/26/2025
Jonathan Macias, Assistant County Manager	Approved - 10/1/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Approval to Purchase One Forklift

Overview:

The forklift was approved for the FY26 Budget ($35,000). Fleet Department with the input from the Clerks Department, selected the Hyster propane forklift model H50A as the best choice to use at the new Clerks Warehouse. The cost for a similar forklift that is electric is $61,417, plus requires 240 volts that is not feasible where the forklift will be used and stored. The forklift will be utilized to stack equipment on pallets and place them on racks, saving space for new incoming supplies and equipment.

The cost for the new Hyster forklift model H50A is $40,474. The cost exceeded the approved budget, the difference of $5,474. The difference will come from the cost savings from other vehicles purchased in FY26 or will be adjusted at midyear.

MEDLEY MATERIAL HANDLING
7231 BROGAN AVENUE
EL PASO, Texas 79915
Phone: 915-598-0808



MODEL: H50A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Dona Ana County New Mexico		
ADDRESS	1170 North Solano Drive Las Cruces, New Mexico 88001		
SHIP-TO ADDRESS	1170 North Solano Drive Las Cruces, New Mexico 88001		
CONTACT NAME	Mr. Gabriel/Gabe Silva	TITLE	Fleet Manager
PHONE	(575) 647-7119	SHIPPING CUSTOMER	Mr. Gabriel/Gabe Silva

PROPOSED BY	Jaime Hernandez	TITLE	East Territory Manager
PHONE / CELL	9154337563 / 9154337563	EMAIL	jhernandez@medleycompany.com

DATE	2025-08-22	Quote Expiration	2025-09-21

MEDLEY MATERIAL HANDLING
7231 BROGAN AVENUE
EL PASO, Texas 79915
Phone: 915-598-0808

Quoted Model: H50A Available Features

Hyster® H50A Lift Truck - 5,000 lb. Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H50A Lift Truck - 5,000 lb. Nominal Capacity, Class V	1
Construction	Keyswitch Start	
	Standard (-4° F to 104° F)	
Powertrain	Engine - Yanmar 2.2L LPG Certified	
	Brakes - Self Energizing Drum	
	Single Pedal Inch/Brake Arrangement	
	Electronic Powershift Transmission	
Powertrain Options	High Air Intake	
	Low Exhaust	
	Integrated Fuel Level Sensor	
	33.5 lb Steel LPG Fuel Tank with Auxiliary Fill Valve	
	Fixed LPG Bracket with Steel Strap	
	UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift Mast - Class II - 194" (4950mm) Maximum Lift Height - 86" (2170mm) Overall Lowered Height [Premium]	
	Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	42" (1067mm) Wide - Class II - Hook Type Integral Sideshift Carriage	
	48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve	
	Mechanical Lever Hydraulic Controls - Cowl Mounted	
	Engine Driven Cooling System	
	Standard Displacement Hydraulic Pump	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	

Wheels & Tires	Standard Tread Width
	Drive Tires - 7.00 x 12 - Pneumatic Shaped Solid (PSS) - Premium
	Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid
Operator Compartment	85" Rectangular Tube - High
	Grid Style Overhead Guard
	Premium Display: 7" Color Touchscreen
	Console Tray
	Dynamic Stability System
	Rear Drive Handle with Horn Button
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	Steer Column with Infinitely Adjustable Tilt
	On Demand Hydrostatic Power Assist Steering
	Steering Wheel with Spinner Knob
Seat	Full Suspension Vinyl Seat [Premium]
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Hood
Telemetry	Telemetry Antenna Delete
Lights & Alarms	Manual Work Light Control
	Halogen Work Lights - 2 Front, 1 Rear
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels
Fees & Surcharges	Freight
	Fees & Surcharges
	Destination Charge

MEDLEY MATERIAL HANDLING
7231 BROGAN AVENUE
EL PASO, Texas 79915
Phone: 915-598-0808

Additional Items or Accessories Included

	Description	Quantity
Prep and Delivery	Prep and Delivery	1
Tank	1 Extra Propane Tank	1
	125 to 150 Hours warranty	1

MEDLEY MATERIAL HANDLING
7231 BROGAN AVENUE
EL PASO, Texas 79915
Phone: 915-598-0808

Total Investment

Price H50A	$40,474.00	**Qty:** 1	
Quoted Quantity	1	**TOTAL:**	$40,474.00

Terms of Sales: A signed proposal is a binding agreement to purchase quoted product(s) Quote is valid for 30 days. All prices quoted with-in this proposal are subject to "Plus" applicable sale tax, Plus applicable state and/or local taxes & Freight.Net due on delivery or as arranged;_____
Customer Initial: All orders are Subject to Credit approval; COD orders require a 20% down payment on factory ordered equipment. 35% minimum cancellation fee on "COD/Net Terms" Factory orders inside of 80 days from the customer acknowledgmentdelivery date for all cancelable orders; **Electric units that are special ordered "Factory" are non-cancelable and all battery and chargers will be subject to cancellation fees

Proposal By:	Jaime Hernandez	**Accepted By:**	_____
Signature:	_____	**Signature:**	_____
Date Signed:	_____	**Date Accepted:**	_____
		PO Number:	_____

CES # 2022-11-C111-ALL

MEDLEY MATERIAL HANDLING
7231 BROGAN AVENUE
EL PASO, Texas 79915
Phone: 915-598-0808

Terms and Conditions

Terms of Sales: Quote is valid for 30 days.
A signed proposal is a binding agreement to purchase quoted product(s).
All orders are Subject to Credit approval. COD orders require a 20% down payment on factory ordered equipment. 35% minimum cancellation fee on "COD / Net Terms" Factory orders inside of 80 days from the customer acknowledgment delivery date for all cancelable orders; A custom order or orders within 80 working days of shipment are deemed “ready to ship” and not cancellable. Electric units that are special ordered "Factory" are non-cancelable and all battery and chargers will be subject to additional cancellation fees. Medley retains the right to apply a 35% restocking charge on all cancelled orders.

All prices quoted within this proposal are subject to "Plus" applicable sales tax, applicable state and/or local taxes and freight. Prices stated do not include any excise tax or any other tax, duty, or charge which is in effect or may be hereafter imposed by any Federal, State, or other authority. Pricing is subject to change and is not guaranteed until the unit is paid in full or funds transferred by the Buyer or lending institution. All such taxes, duties, or other charges shall be paid by Buyer unless Buyer shall provide Medley an exemption certificate acceptable to the appropriate authorities.
Medley makes no warranties beyond those extended by the manufacturer on New Stock or Factory Orders.
Estimated lead times for a custom/factory order is “estimated” and subject to change due to supply chain and/or manufacturer’s product delays.
Net due on delivery or as arranged_____ Customer Initial

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Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

June 20, 2022

Robert Miera
Medley Equipment
6920 Gruber NE
Albuquerque, NM 87109

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2022-11 for CES Contract # 2022-11-C111-ALL - Material Handling Equipment and Related Products and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2022-11 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the effective contract award date June 20, 2022 through June 19, 2026, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2022-11

RFP DESCRIPTION: Material Handling Equipment and Related Products and Services

CES CONTRACT NUMBER: 2022-11-C111-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this June 20, 2022, to Medley Equipment, with its principal office located at 6920 Gruber NE, Albuquerque, NM 87109 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services, and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) years from the effective contract award date June 20, 2022 through June 19, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	Medley Equipment
David Chavez	Robert Miera
Printed Name	Printed Name
By: David Chavez	By: Robert Miera 7/5/2022
Title: Executive Director	Title: Equipment Constant

ATTACHMENT A
TO CONTRACT 2022-11-C111-ALL
ACCEPTANCE OF PROPOSAL AND
CONTRACT AWARD

GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2022-11 Material Handling Equipment and Related Products and Services

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services and the successful Offeror(s).

Cooperative Educational Services is seeking proposals from Offerors who have the capability and capacity to provide Material Handling Equipment, Parts, Accessories, Supplies, Rentals, Leasing, and Related Services to CES Members and Participating Entities.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements' term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

PART II SCOPE OF WORK AND SPECIFICATIONS

A. Categorical Scope of Work

Cooperative Educational Services (CES), on behalf of its current and future Members and Participating Entities is requesting proposals from qualified and experienced firms to provide a diverse and extensive selection of Material Handling Equipment from national firms for purchase, lease and/or rental to our 480 Members and Participating Entities with locations throughout New Mexico. Material Handling Equipment includes, but not be limited to the following equipment categories: Gas, Diesel, Electric, Propane, hand operated lift trucks, lift truck batteries and services that meet or exceed federal and state regulations which govern the equipment.

DEFINITIONS

Classes or Forklift and Lift Trucks

1. Class I: Electric Motor Rider Trucks
2. Class II: Electric Motor Narrow Aisle Trucks
3. Class III: Electric Motor Hand Trucks or Hand/Rider Trucks
4. Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)
5. Class V: Internal Combustion Engine Trucks (Pneumatic Tires)
6. Class VI: Electric and Internal Combustion Engine Tractors
7. Class VII: Rough Terrain Forklift Trucks

Standards

1. ANSI/NFPA 30-2007, Flammable and Combustible Liquids Code
2. ANSI/NFPA 58-2008, Storage and Handling of Liquefied Petroleum Gases
3. ANSI/NFPA 505-2005, Fire Safety Standard for Powered Industrial Trucks Including Type Designations, Areas of Use, Maintenance, and Operation
4. ANSI/UL 558-2008 Standard for Safety for Internal Combustion-Engine-Powered Industrial Trucks
5. ANSI/UL 583-2007 Standard for Safety for Electric-Battery-Powered Industrial Trucks
6. ANSI/ITSDF B56.11.5-2005, Measurement of Sound Emitted by Low Lift, High Lift, and Rough Terrain Powered Industrial Trucks (not a safety standard)
7. ISO 3287:1999, Powered industrial trucks – Symbols for operator controls and other displays
8. ANSI/ITSDF B56.11.4-2005, Hook-Type Forks and Fork Carriers for Powered Industrial Forklift safety standard)

B. SPECIFICATIONS

CES understands every Offeror is unique and has its own capabilities and idiosyncrasies when approaching a project and that material handling equipment and systems are interrelated with business methodologies and ultimately, the solutions and engagement proposed for a particular material handling environment. The scope of work listed above, and the specifications listed below, are to provide Offerors with some guidance and insight as to what is being sought in this solicitation.

A. Unless otherwise noted, the Categorical Specifications include those generally understood and accepted within the industry that apply to Material Handling Equipment, parts, accessories, supplies and services as those equal to, or superior than, those supplied by companies such as, but not limited to Big Joe, CAT, Clark, Crown, Doosan, Donkey, Drexel, HELI, Hyundai, JLG, Jungheinrich, Kalmar, Komatsu, Linde, Mitsubishi, Sellick, Skytrak and Taylor-Dunn, Toyota, Raymond, Hyster, Yale, etc.

B. All new equipment and products being offered shall be:
   1. In current or ongoing production.
   2. Formally announced for general marketing purposes.
   3. Capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
   4. In compliance with current emission standards applicable at the time of manufacture.
   5. New models that are developed during the contract period can be added to the contract upon written approval of CES.

C. Used Equipment offered shall be:
   1. Used equipment may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal safety standards + equipment service + transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price.
   2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "... tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), ..." requires at a minimum "... a written warranty for at least ninety days after date of delivery

and an independent "certificate of working order" by a qualified mechanic or appraiser."

D. Trade-In or Buyback Options:
   1. The ability to trade-in used equipment or to obtain a guaranteed buy back price at the time of purchase.
   2. If trading in a piece of Heavy Equipment or other tangible person property is part of a purchase, it must comply with NMSA 1978 Chapter 13 Article 6.
   3. Financing Options: The ability to provide governmental lease financing options which comply with the laws of the State of New Mexico. All governmental lease agreements will have the following:
      a. Non-Appropriation clause, if funding for the lease payments are not approved by the governmental agency for nest fiscal year.
      b. The governmental lease needs to have a buyout option at Fair Market Value. The buyout option at the end of the lease cannot be $1.00 it must be at Fair Market Value.
      c. The leasing company will be responsible for all New Mexico Property Tax and Gross Receipts Tax.
      d. The leasing company will provide at no cost pickup of equipment at the end of the lease period.
   4. If applicable, State political subdivisions are exempt from Federal Excise Tax.

E. All applicable new equipment will meet current Federal Emissions Standards and include the appropriate diesel particulate filter exhaust after the treatment system. Used equipment, at a minimum, will need to meet the Federal Emissions Standards at time of manufacturer. If the federal emission standards change during the term of the contract, then the Offeror must provide equipment that meets the latest federal emission standards.

F. The Offeror shall provide support documentation including, but not limited to, company policies on replacements and returns, restocking charges, after hours service, after sales support, technical feedback, quality assurance for orders, and drop shipments.

G. A complete and comprehensive line of equipment is requested, however, CES reserves the right to award contracts for specific types of equipment if this is determined to be in the best interest of its Members and Participating Entities.

H. Material Handling Equipment may be offered that is powered by to include but not limited to gasoline, propane, diesel, compressed natural gas or electric battery. New engine technology may be added to the contract when it becomes available.

   1. Following are examples of the types of equipment requested, however, the listing is not meant to be all inclusive. An Offeror may include all products, a portion of the products, or additional products that meet the requirements of this solicitation in their response. Examples include, but are not limited to the following Classifications of Powered Industrial Trucks (Forklift)
      a. Class I: Electric Motor Rider Trucks
         i. Lift Code 1: Counterbalanced Rider Type, Stand Up.
         ii. Lift Code 4: Three Wheel Electric Trucks, Sit Down.
         iii. Lift Code 5: Counterbalanced Rider, Cushion Tires, Sit Down.
         iv. Lift Code 6: Counterbalanced Rider, Pneumatic or Either Type Tire, Sit Down.
      b. Class II: Electric Motor Narrow Aisle Trucks
         i. Lift Code 1: High Lift Straddle.
         ii. Lift Code 2: Order Picker.

iii. Lift Code 3: Reach Type Outrigger.
iv. Lift Code 4: Side Loaders: Platforms.
v. Lift Code 4: Turret Trucks.
vi. Lift Code 6: Low Lift Platform.
vii. Lift Code 6: Low Lift Pallet.

c. Class III: Electric Motor Hand Trucks or Hand/Rider Trucks
   i. Lift Code 1: Low Lift Platform.
   ii. Lift Code 2: Low Lift Walkie Pallet.
   iii. Lift Code 3: Tractors
   iv. Lift Code 4: Low Lift Walkie/Center Control.
   v. Lift Code 5: Reach Type Outrigger.
   vi. Lift Code 6: High Lift Straddle.
   vii. Lift Code 6: Single Face Pallet.
   viii. Lift Code 6: High Lift Platform.
   ix. Lift Code 7: High Lift Counterbalanced.
   x. Lift Code 8: Low Lift Walkie/Rider Pallet and End Control.
d. Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)
   i. Lift Code 3: Fork, Counterbalanced (Cushion Tire).
e. Class V: Internal Combustion Engine Trucks (Pneumatic Tires)
   i. Lift Code 4: Fork, Counterbalanced (Pneumatic Tire).
f. Class VI: Electric and Internal Combustion Engine Tractors
   i. Lift Code 1: Sit-Down Rider (Draw Bar Pull Over 999 lbs.).
g. Class VII: Rough Terrain Forklift Trucks
   i. Vertical mast type.
   ii. Variable reach type.

2. Power Sources
   a. Internal Combustion engine powered by gasoline, liquid propane (LPG), diesel fuel, and compressed natural gas (CNG).
   b. Electric-powered by lead-acid or Li-ion batteries and enough power for one standard eight- hour shift or about 5 to 6 hours of continuous use.
   c. Dual fuel systems to include but not limited to gasoline and liquid propane or diesel and electric, etc.
3. Mast Types to include but not limited to:
   a. SIMPLEX: The features of a simplex mast are:
      i. Single stage mast.
      ii. Limited Free Lift (4-6") Free lift is the distance the forks go up before the mast is extended.
   b. DUPLEX: The features of a duplex mast are:
      i. Two stage mast.
      ii. Has greater Free Lift (50-60") than the simplex mast.
      iii. Can load and unload higher-tiered stacks than simplex
   c. TRIPLEX: The features of a triplex mast are:
      i. Three stage mast.
      ii. Has same Free Lift (50-60") as duplex mast but extends further.

iii. Can load and unload higher-tiered stacks than simplex or duplex.

d. QUAD: The features of a quad mast are:
   i. Four stage mast.
   ii. Has same Free Lift (50-60") as duplex or triplex mast but extends further.
   iii. Can load and unload higher-tiered stocks than the duplex or triplex but requires precautions at its highest lifting heights.

4. Options and Attachments to include but not limited to:
   a. Slip sheet attachments - which avoid the use of pallets.
   b. Side shifters enables the operator to adjust loads left and right with the push of a button.
   c. Fork extension enable you to take a bigger bite and carry more in a single load. Available in lengths from 48 to 96 inches, they are usually available in yellow or black and come in fork widths of 4 to 6 inches.
   d. Fork positioners enable the operator to slide the forks in or out to accurately fit different pallet openings.
   e. Boom / telescopic boom – Use a forklift in place of a crane on many jobs by slipping the forks of your counter-balanced lift truck into the pockets of a jib boom. Secured through a 36-inch safety chain attached to the truck mast, standard lengths when extended range between 12 to 15 feet and are around 7 feet when retracted and supports up to 6,000 lbs.
   f. Drum snatcher allows for the quick and safe transportation of 30- or 55-gallon drums without the use of a pallet.
   g. Container handlers designed to lift shipping containers.
   h. Carton clamps equipped with a pressure valve to squeeze the load.
   i. Cotton or pulp bale clamps that grab and hold bales.
   j. Pole attachments designed for the transport of carpet or textiles
   k. Paper roll handlers enable the operator to pick up and transport large rolls of newsprint and similar printing stocks.
   l. Barrel clamps enable the operator to pick up and transport cylindrical-shaped items.
   m. Rotator used for dumping refuse bins or large crates that have to be upended or inverted for emptying, rotators operate through hydraulic function and enable 360° revolving motion in either direction. Supported weight capacities are between 3,000 to 40,000 lbs.
   n. Extending or telescoping forks such as in reach and turret trucks.
   o. Personnel platforms specially designed for lifting personnel (Man Baskets).
   p. Hook plates are constructed from heavy duty steel and maximize safety when lifting heavy loads with a chain, cable, or rope. A safety chain and secure clasp ties the hook plate to your forklift to prevent it from sliding off the forks. Upper range for weight capacity is around 4,000 to 6,000 lbs.
   q. Lifting beam are similar to a hook plate and provides a higher degree of safety when lifting or transporting loads that have chains, cables, and ropes. Available as single fixed, double fixed, single swivel, and double swivel, their design enables them to support loads from 4,000 to 30,000 lbs.

5. Name Plate
   a. To include the following at a minimum:
      i. Truck model and serial number

ii. Truck weight
iii. Fuel Type
iv. Maximum load height and weight
v. Designation of compliance with the mandatory requirements of ASME B56.1, "Safety Standard for Low and High Lift Trucks," applicable to the manufacturer
vi. Forklift weight
vii. Capacity
viii. Batteries for use in electric trucks shall have the battery weight legible stamped on the battery tray near the lifting means.

6. Tires
   a. Based upon operating environment: indoors or outdoors, paved surfaces or rough terrain.
   b. Tire types
      i. Pneumatic (solid/air) for heavy-duty lifting and outdoor operation, for gasoline or diesel lift truck and has the same functionality as a standard car or truck. The tires are longer and wider than cushion tires, made of solid rubber, and are either solid or filled with air.
      ii. Cushion are constructed from solid rubber, cushion tires are pressed directly onto the wheel and feature a smaller chassis, sitting lower to the ground than pneumatic tires. This position gives them a big advantage in terms of maneuverability by enabling a smaller turn radius. The low ground clearance largely relegates them to indoor use as the lift may get hung up on curbs, uneven pavement, and other obstacles outside.
      iii. Polyurethane is designed to be pressed onto the wheels of a forklift and feature a low rolling resistance that has been shown to prolong their lifespan. Popular for the excellent traction they provide, they can only be used indoors. Polyurethane tires are incompatible with outdoor terrain and are therefore only installed on electric lifts that are used on smooth interior pavements and loading pads.

I. Rental equipment:
   1. The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.
   2. All rental equipment must be in serviceable condition and ready for immediate operation.
   3. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
   4. All equipment shall be late model equipment with current safety inspection available upon request.
   5. The Offeror shall provide daily, weekly, and monthly rates for rental equipment requested by the CES Eligible Agency. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
   6. Rental rates must include all incidentals and associated costs.
   7. The Offeror shall ensure that all equipment rented:
      a. State the amount of fuel the equipment needs to be returned with.
      b. State the cost of the fuel in the rental contract if not returned with the correct amount of fuel.
   8. All charges to bring the equipment to the site(s) or remove from the site(s) it must be state in the rental contract.

9. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
10. The Offeror shall offer optional damage waiver coverage for equipment rental.
11. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
12. Payments
    A. Provide the option for credit card payment by renter.
    B. Provide for direct and monthly billing to CES
13. Invoices shall contain, at a minimum information:
    C. Contract and/or purchase order number
    D. Equipment Identification
    E. Delivery Date and Time
    F. Return Date and Time
    G. Renter's Name
    H. Rental Cost
14. Rental Reporting Requirements:
    A. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
        1) Equipment description
        2) Quantity Rented
        3) Number of Days Rented
        4) Unit Price
        5) Total Dollar Amount

J. The Offeror may include value-add services in the response. These services may be provided by the authorized manufacturer or dealer. Categories include, but are not limited to:
1. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
2. Maintenance Services:
    a. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
    b. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.
    c. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
3. Optional Equipment and Features:
    a. The Offeror is to provide a list of optional equipment and features that can be offered to customize the equipment to meet the CES Members or Participating Entities needs.
    b. The Offeror will need to provide detail on the process that will be used by CES Members or Participating Entities to identify the optional equipment and features and how they will be implemented in to the design of the equipment.
4. Replacement Parts
    a. OEM or aftermarket parts approved by the OEM.
    b. If aftermarket parts are provided for warranty repair, they must not void the manufactures
    c. warranty.

5. Warranties:
    a. At the minimum, warranties shall be the manufacturer's standard new equipment warranty. All warranties shall begin when the equipment is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when the equipment is put in service.
    b. Extended Warranty Options
        i. Offeror is encouraged to offer extended warranties for all major mechanical, electrical, and electronic components to cover the member after the standard warranty has expired.
        ii. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.
        iii. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.

K. Training
    1. Training for maintenance staff on the proper service and repair of the equipment and options.
    2. Training for drivers on the proper and safe operation of the equipment and options.

L. Publications and Printed Materials:
    1. All equipment and options will have a complete set of operating and warranty instructions. The following shall be provided at time of delivery:
        a. Operation Manual: A complete operations manual with and troubleshooting guide with comprehensive instructions and detailed manufacturer's parts list that covers all the features of the equipment.
        b. Warranty Information: All equipment will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

M. Batteries, Chargers and Services
    1. Batteries
        a. Batteries for forklifts, powered pallet jacks, stackers, aerial lifts, etc.
        b. Batteries can be 12, 24, 36, 48 volt or greater.
        c. Lead Acid or Lithium-ion
        d. Tubular, flat plate, thin plate pure lead industrial batteries, etc available in US, BS, and DIN standards.
        e. Wet cell, low maintenance and maintenance free configurations can be offered.
        f. Battery will vary based upon the lift truck type.
        g. All batteries will need to be approved for use in the lift truck manufacturers equipment.
        h. The Offeror will provide Material Safety Data Sheets as required by OSHA.
    2. Battery Chargers
        a. Types to include but not limited to:
            i. Conventional battery charging is a system that permits batteries to be charged once a day for 8-10 hrs.
            ii. Opportunity charging is a system that permits batteries to be charged several times during the work cycle (usually eight hours)
            iii. Fast charging is a system that permits batteries to be charged in half the time as conventional charging.
        b. At a minimum for 12V, 24V, 36V, 48V, or 80V or higher
        c. Single Phase or Three Phase
        d. AC Input Voltages: 120 VAC to 600 VAC, 50 or 60 hz
        e. Can either use conventional charging or fast charging technology.

f. 10-year warranty
g. A wide range of Fully Automatic Digital Charge Controls to suit your needs.
h. Stackable
i. UL and CSA listed

3. Battery Changing & Handling Systems
   a. Man-Aboard Battery Changing Systems
   b. Portable Battery Changing Equipment
   c. Forklift Battery Roller Stands
      i. These battery and charger stations are made of heavy duty steel, with non-conductive, spring-loaded rollers, featuring adjustable legs and battery safety stops.
      ii. Battery stations with rollers (two and three compartment)
      iii. Single, double or triple stack stands
      iv. Battery service stations, with or without shelves
      v. Hardwood battery stations
   d. Charger Stands and Accessories
      i. Wall Mounted Charger Support
      ii. Floor Mounted Charger Support
      iii. High Frequency Charger Stands
      iv. Charger Cable Retractor
   e. Battery Lifting Gantry Cranes
      i. For overhead Battery extraction
      ii. Powered or Non-powered
   f. Battery Handling & Lifting
      i. Battery handling beams
      ii. Fork attachments
      iii. Hoists/trolley kits
4. Battery Maintenance Supplies & Accessories
   a. Battery Parts
   b. Battery Cleaner/Neutralizer
   c. Battery Hydrometers
   d. Battery Vent Caps & Plugs
   e. Corrosion Preventative
   f. Eyewash Stations
   g. Other Miscellaneous Supplies and Accessories
5. Battery Management Systems
   a. Systems for Testing, Diagnose, and Monitoring Batteries
   b. Battery Watering Monitoring Systems
6. Battery Spill Containment
   a. HDPE pans in multiple sizes
   b. Flame retardant acid absorbing/neutralizing pillows with NiCd pillows available as an option
   c. Complies with EPA, OSHA, and Uniform Fire Code 64
   d. Acid tight, tall barrier protects from corrosion
   e. Custom sizes available
7. EPA Battery Reclamation Services - Optional
   a. To provide service that will comply with governmental requirements for battery disposal, recycling, storage, and assistance with yearly chemical reporting.
   b. Service to include but not limited to:

i. Uninstall, seal, palletize & transport
ii. Clean or remove racking/cabinets
iii. Install replacement system as required
iv. Transfer to smelter & recycler
v. Provide complete indemnification
vi. Provide "Certificate of Recycling" indemnifying CES Members from any and all liabilities
associated with the hazardous material.

8. Miscellaneous Services that can be offered to include put not limited to:
   a. Preventative Maintenance Programs or Contract
   b. Repair and Maintenance Services
   c. Design and Layout Services
   d. Site Surveys
9. Reconditioned/Used Forklift Batteries or Battery Handling Equipment can be offered. All used or reconditioned equipment will need to be comply to all government and OSHA standards.
10. Training
    a. Training for staff on the proper operation, maintenance, service and repair of equipment and options provided.
    b. Training for drivers on the proper and safe changing of batteries.
11. Publications and Printed Materials:
    a. All equipment and options will have a complete set of operating and warranty instructions. The following shall be provided at time of delivery:
       i. Operation Manual: A complete operations manual with and troubleshooting guide with comprehensive instructions and detailed manufacturer's parts list that covers all the features of the equipment.
       ii. Warranty Information: All equipment will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.
12. Battery and Equipment Warranties:
    a. At the minimum, warranties shall be the manufacturer's standard new equipment warranty. All warranties shall begin when the equipment is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when the equipment is put in service.
    b. Extended Warranty Options
       i. Offeror is encouraged to offer extended warranties to cover the CES Member after the standard warranty has expired.
       ii. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.
       iii. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.

ATTACHMENT B
TO CONTRACT 2022-11-C111-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

PRICING

A. CES Members and Participating Entities will pay Contractor for Material Handling Equipment and Related Products and Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service, or technology for this contract. CES can reject any approved additions, any new product, service, or technology for this contract, without cause.

Material Handling Equipment and Related Products and Services - Rate Sheet - Material Handling Equipment and Related Products and Services

Material Handling Equipment and Related Products and Services
Number: 2022-11

Medley Equipment

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Per diem rate	Per diem rate - meals and lodging per 24 hour period	per day	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01
Mileage rate	Mileage rate for company-owned vehicles (car/medium duty truck)	per mile	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Material Handling Class I: Electric Motor Rider Trucks Lift Code 1: Counterbalanced Rider Type, Stand Up.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 4: Three Wheel Electric Trucks, Sit Down.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 5: Counterbalanced Rider, Cushion Tires, Sit Down.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 6: Counterbalanced Rider, Pneumatic or Either Type Tire, Sit Down.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Material Handling Class II: Electric Motor Rider Trucks Lift Code 1: High Lift Straddle.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 2: Order Picker.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Lift Code 3: Reach Type Outrigger.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 4: Side Loaders: Platforms.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 5: Counterbalanced Rider, Cushion Tires, Sit Down.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 6: Counterbalanced Rider, Pneumatic or Either Type Tire, Sit Down.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Material Handling Class III: Electric Motor Hand Trucks or Hand/Rider Trucks Lift Code 1: Low Lift Platform.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 2: Low Lift Walkie Pallet.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 3: Tractors	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 4: Low Lift Walkie/Center Control.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 5: Reach Type Outrigger.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 6: High Lift Straddle.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 6: Single Face Pallet	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 6: High Lift Platform.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 7: High Lift Counterbalanced.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Lift Code 8: Low Lift Walkie/Rider Pallet and End Control.	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Material Handling Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires) Lift Code 3: Fork, Counterbalanced (Cushion Tire).	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Material Handling Class V: Internal Combustion Engine Trucks (Pneumatic Tires) Lift Code 4: Fork, Counterbalanced (Cushion Tire).	Percent Discount off Price List	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Material Handling Class VI: Internal Combustion Engine Tractors Lift Code 1: Sit-Down Rider (Draw Bar Pull Over 999 lbs.).	Percent Discount off Price List	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Class VII: Rough Terrain Forklift Trucks Vertical mast type.	Percent Discount off Price List	Percent	7 %	7 %	7 %	7 %	7 %	7 %	7 %	7 %	7 %
Material Handling Class VII: Rough Terrain Forklift Trucks Vertical mast type.	Percent Discount off Price List	Percent	7 %	7 %	7 %	7 %	7 %	7 %	7 %	7 %	7 %
Class VII: Rough Terrain Forklift Trucks Variable reach type.	Percent Discount off Price List	Percent	7 %	7 %	7 %	7 %	7 %	7 %	7 %	7 %	7 %
Parts	Percent Discount off Price List	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Accessories	Percent Discount off Price List	Percent	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %	1 %
Optional OEM and Aftermarket Products and Equipment	Percent Discount off Price List	Percent	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %
Maintenance Service Plans	Percent Discount off Price List	Percent	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %	6 %
Extended Warranty	Percent Discount off Price List	Percent	0.01 %	0.01 %	0.01 %	0.01 %	0.01 %	0.01 %	0.01 %	0.01 %	0.01 %
Equipment Rentals Daily Rental	Percent Discount off Price List	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Equipment Rentals Weekly Rental	Percent Discount off Price List	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Equipment Rentals Monthly Rental	Percent Discount off Price List	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Equipment Rentals Yearly Rental	Percent Discount off Price List	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Hourly Rates for Installation of Accessories and Equipment	Cost Per Hour	cost	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145
Hourly Rates for Installation of Accessories and Equipment	Cost Per Hour	cost	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145
Equipment Delivery Cost over 50 miles	Cost Per Hour	cost	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350
Onsite Training Services	Cost Per Hour	cost	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125
Online Training	Cost Per Hour	cost	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01
Workshop Training	Cost Per Hour	cost	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 0.01
Remote Support (8 AM to 5 PM) Mountain Time Zone	Cost Per Hour	cost	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145	$ 145
Remote Support (5:01 PM to 7:59 AM) Mountain Time Zone	Cost Per Hour	cost	$ 217.5	$ 217.5	$ 217.5	$ 217.5	$ 217.5	$ 217.5	$ 217.5	$ 217.5	$ 217.5

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Flood Commission	October 14, 2025
Initiating Department	**Meeting Date**
John Gwynne, Flood Director	9
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT GRANT AGREEMENTS FOR $1,508,000 FROM THE STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR RADIUM SPRINGS DRAINAGE IMPROVEMENTS, EAST MESA DRAINAGE IMPROVEMENTS AND SALEM DRAINAGE IMPROVEMENTS BY RESOLUTION AND WITH ASSOCIATED BUDGET REVISION AND RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Accept State Appropriatons from NMDOT

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution Accepting Agreements
Agreements
Budget Resolution
Budget Revision

SUMMARY OF FINANCIAL IMPACT

Total Grant Revenue and Expenditures will increase by $1,508,000. No Matching Funds required. The projects will be paid upfront and all direct costs will be reimbursed.

ADMINISTRATIVE REVIEW AND APPROVAL

Michelle Blackwell, Grants Administrator	Created/Initiated - 9/11/2025
Asma Dawood, Finance Director	Approved - 9/11/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/26/2025
John Gwynne, Flood Director	Final Approval - 9/26/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 10/17/2025

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Accept Grant Agreements for $1,508,000 from the State of New Mexico Department of Transportation for Radium Springs Drainage Improvements, East Mesa Drainage Improvements and Salem Drainage Improvements by Resolution and with Associated Budget Revision and Resolution

Type of Action: Accept Grant and Execute Resolutions

Fiscal Impact: No Matching Funds required. The projects will be paid upfront and all direct costs will be reimbursed.

Strategic Plan Alignment: Flood Control to protect County Residents, assets and natural environments

Overview:

The Flood Commission seeks Board resolution approval to accept three grant agreements from the State of New Mexico Department of Transportation for $1,508,000. C1253264-Radium Springs for $300,000, C1253267-East Mesa for $120,000 and C1253269- Salem for $1,088,000. Additionally, we are requesting approval of a budget revision and resolution and to delegate signature authority to the County Manager for related documents.

All funding will help mitigate seasonal flooding impacts, and direct water to travel through the community and into designated detention/retention areas, and away from private properties and homes, while also protecting County maintained infrastructure

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and accept Grants and Budgets
- **Vote "NO" =** This will reject the resolution and reject State Appropriated Funds
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

RESOLUTION NO. 2025-___
DOÑA ANA COUNTY

RESOLUTION APPROVING DOÑA ANA COUNTY'S PARTICIPATION IN THE CAPITAL OUTLAY PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THREE (3) 2025 COOPERATIVE AGREEMENTS BETWEEN THE COUNTY OF DOÑA ANA AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of Doña Ana and the New Mexico Department of Transportation enter into a Cooperative Agreement for three (3) projects allocated in the Laws of 2024 for 1**) Radium Springs Drainage Improvements, 2) East Mesa Moongate Pond and 3) Salem Drainage Improvements**; and

WHEREAS, the County of Doña Ana desires to accept these Cooperative Agreements for Capital Outlay projects described in the Laws of 2025 as follows;

1) **Radium Springs Drainage Improvements-**C1253264 ("Project"), Appropriation ID J3264, Reversion Date 6/30/2029 ("Reversion Date"). Laws of 2025, Chapter 159, Section 39, Subsection 44, (Three Hundred Thousand Dollars and No Cents) ($300,000), to acquire land, easements and rights of way and to plan, design, acquire and construct a detention pond and channel near interstate highway 25 in the Radium Springs area in Dona Ana county.

2) **East Mesa Drainage Improvements-**C1253267 ("Project"), Appropriation ID J3267, Reversion Date 6/30/2029 ("Reversion Date"). Laws of 2025, Chapter 159, Section 39, Subsection 47, (One Hundred Twenty Thousand Dollars and No Cents) ($120,000), to acquire land, easements and rights of way and to plan, design and construct flood control improvements, including the Moongate road drainage facility, in the east mesa area of Las Cruces in Dona Ana county.; and

3) **Salem Drainage Improvements-**C1253269 ("Project"), Appropriation ID J3269, Reversion Date 6/30/2029 ("Reversion Date"). Laws of 2025, Chapter 159, Section 39, Subsection 49, (One Million Eighty Eight Thousand Dollars and No Cents) ($1,088,000), to acquire property and easements for and to plan, design, construct and equip phase 1 drainage improvements, including a retention pond, principal outlet and emergency spillway, to detain runoff generated north of Salem and downstream along Grande avenue, Salem street and Ford street in the Salem area in Dona Ana county.

WHEREAS; New Mexico Department of Transportation's share shall be 100% and Doña Ana County's proportional matching share shall be 0%. Doña Ana County shall pay all costs, which exceed the total amount of allocated funds; and

WHEREAS; the agreements terminate on **June 30, 2029 (Laws of 2025)** and the County of Doña Ana 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 the written agreement; and

WHEREAS; the County of Doña Ana by this resolution and budget commitment, supports the listed projects including assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project; and

NOW THEREFORE LET IT BE RESOLVED that the Board of Commissioners of the County of Doña Ana shall enter into Cooperative Agreement for Capital Outlay **(Laws of 2025)** with the New Mexico Department of Transportation for all projects located and are within control of the County of Doña Ana, New Mexico for projects further identified as; 1**) Radium Springs Drainage Improvements – Control No. HW2C1253264, 2) East Mesa Drainage Improvements – Control No. HW2C1253267 and 3) Salem Drainage Improvements – Control No. HW2C1253269,** and authorizes the County Manager to sign all related documents.

Resolved in Board session this 14th day of October, 2025

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 3, Vice Chair	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Gloria Gameros, District 2	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

Contract Number: _____
Vendor Number: 0000054410
Control Number: HW2C1253264

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 44, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **C1253264** ("**Project**"), Appropriation ID **J3264**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 44, (Three Hundred Thousand Dollars and No Cents) **($300,000), to acquire land, easements and rights of way and to plan, design, acquire and construct a detention pond and channel near interstate highway 25 in the Radium Springs area in Dona Ana county.**

B. Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents, (**$300,000**) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Three Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's

expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Dona Ana County
Name: Michael Garza
Title: Engineering Supervisor, Flood Commission
Address: 845 N. Motel Blvd., Las Cruces, New Mexico 88004
Email: michaelg@donaana.gov
Telephone: 575-525-5553

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 1 Office
Name: Debra Hudson

Title: Capital Outlay District Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: DebraA.Hudson@dot.nm.gov
Telephone: 575-640-2779

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.

e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

    a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
    b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
    c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
    d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
    e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation,

misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public

resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

_____ _____
Signature Date

_____ _____
(Print Name) (Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____
Signature

_____ _____
(Print Name) (Title)

APPROVED BY GRANTEE: **Dona Ana County**
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

Scott Andrews County Manager
(Print Name) (Title)

_____
Date

Fiscal Officer or Chief Financial Officer:

_____
Signature

Asma Dawood Financial Services Director
(Print Name) (Title)

_____
Date

Legal Counsel: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)* : $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (*if applicable*): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*) **Grantee Representative**

_____ _____
Printed Name Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
ASD Officer Date Division Grant Manager Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency(<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real property taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date:

Project Milestones:

Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurement Code/Exemption	Anticipated Cost

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The Dona Ana County shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Dona Ana County shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Contract Number: _____
Vendor Number: 0000054410
Control Number: HW2C1253267

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 47, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **C1253267** ("**Project**"), Appropriation ID **J3267**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 47, (One Hundred Twenty Thousand Dollars and No Cents) **($120,000), to acquire land, easements and rights of way and to plan, design and construct flood control improvements, including the Moongate road drainage facility, in the east mesa area of Las Cruces in Dona Ana county.**

B. Grantee's total reimbursements shall not exceed One Hundred Twenty Thousand Dollars and No Cents, (**$120,000)** ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals One Hundred Twenty Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's

expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Dona Ana County
Name: Michael Garza
Title: Engineering Supervisor, Flood Commission
Address: 845 N. Motel Blvd., Las Cruces, New Mexico 88004
Email: michaelg@donaana.gov
Telephone: 575-525-5553

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 1 Office
Name: Debra Hudson

Title: Capital Outlay District Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: DebraA.Hudson@dot.nm.gov
Telephone: 575-640-2779

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.

e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

    a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
    b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
    c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
    d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
    e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation,

misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public

resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

_____ _____

Signature Date

_____ _____

(Print Name) (Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE: **Dona Ana County**

Entity Name

Official with Authority to Bind Grantee:

_____

Signature

Scott Andrews County Manager

(Print Name) (Title)

_____

Date

Fiscal Officer or Chief Financial Officer:

_____

Signature

Asma Dawood Financial Services Director

(Print Name) (Title)

_____

Date

Legal Counsel: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)* : $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (*if applicable*): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

_____
Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency(<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real property taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date:

Project Milestones:

Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurement Code/Exemption	Anticipated Cost

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The Dona Ana County shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Dona Ana County shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Contract Number: _____
Vendor Number: 0000054410
Control Number: HW2C1253269

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 49, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **C1253269** ("**Project**"), Appropriation ID **J3269**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 49, (One Million Eighty Eight Thousand Dollars and No Cents) **($1,088,000), to acquire property and easements for and to plan, design, construct and equip phase 1 drainage improvements, including a retention pond, principal outlet and emergency spillway, to detain runoff generated north of Salem and downstream along Grande avenue, Salem street and Ford street in the Salem area in Dona Ana county.**

B. Grantee's total reimbursements shall not exceed One Million Eighty Eight Thousand Dollars and No Cents, (**$1,088,000**) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals One Million Eighty Eight Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's

expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Dona Ana County
Name: Michael Garza
Title: Engineering Supervisor, Flood Commission
Address: 845 N. Motel Blvd., Las Cruces, New Mexico 88004
Email: michaelg@donaana.gov
Telephone: 575-525-5553

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 1 Office
Name: Debra Hudson

Title: Capital Outlay District Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: DebraA.Hudson@dot.nm.gov
Telephone: 575-640-2779

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.

e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

    a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
    b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
    c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
    d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
    e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation,

misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public

resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

_____ _____

Signature Date

_____ _____

(Print Name) (Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE: **Dona Ana County**

Entity Name

Official with Authority to Bind Grantee:

_____

Signature

Scott Andrews County Manager

(Print Name) (Title)

_____

Date

Fiscal Officer or Chief Financial Officer:

_____

Signature

Asma Dawood Financial Services Director

(Print Name) (Title)

_____

Date

Legal Counsel: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip

C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)* :	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
Printed Name	Printed Name
Date: _____	Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency(<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real property taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date:

Project Milestones:

Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurement Code/Exemption	Anticipated Cost

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The Dona Ana County shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Dona Ana County shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Details and Process

For Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000675
Overall Process Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000675
Overall Status In Progress
Due Date 09/16/2025

Details

Budget Amendment Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000675

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Amendment ID BUDAMD00000675
Amendment Date 10/14/2025
Description TO ACCEPT THREE NMDOT GRANT AGREEMENTSAT BOCC 10.14.2025
Amendment Type Budget Revision/Resolution
Balanced Amendment Yes
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000656 FY26-C1253264 Radium Springs Drainage Improvements		RC-032 Grant Revenues	Project: P-0000112 Radium I-25 Pond	$0.00	$300,000.00	TO ACCEPT J3264 RADIUM SPRINGS	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000656 FY26-C1253264 Radium Springs Drainage Improvements	SC-032 Capital Outlay - Construction		Project: P-0000112 Radium I-25 Pond	$300,000.00	$0.00	TO ACCEPT J3264 RADIUM SPRINGS	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000657 FY26-C1253267 East Mesa Drainage Improvements		RC-032 Grant Revenues	Project: P-0000113 Moongate Pond	$0.00	$120,000.00	TO ACCEPT J3267 EAST MESA	

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000657 FY26-C1253267 East Mesa Drainage Improvements	SC-032 Capital Outlay - Construction		Project: P-0000113 Moongate Pond	$120,000.00	$0.00	TO ACCEPT J3267 EAST MESA	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000658 FY26-C1253269 Salem Drainage Improvement		RC-032 Grant Revenues	Project: P-0000114 Ford St Improvements (Salem)	$0.00	$1,088,000.00	TO ACCEPT J3269 SALEM	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000658 FY26-C1253269 Salem Drainage Improvement	SC-032 Capital Outlay - Construction		Project: P-0000114 Ford St Improvements (Salem)	$1,088,000.00	$0.00	TO ACCEPT J3269 SALEM	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/15/2025 03:04:36 PM	09/16/2025	Michelle Blackwell	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/15/2025 03:34:22 PM		Johnny Gwynne (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/26/2025 09:58:26 AM	09/16/2025	Lucio Luttrell (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-_____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED in the Board session this 14th of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Flood Commission	October 14, 2025
Initiating Department	**Meeting Date**
John Gwynne, Flood Director	10
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT GRANT AGREEMENT FOR $1,000,000 FROM THE STATE OF NEW MEXICO, OFFICE OF THE STATE ENGINEER FOR THE BRAHMAN DIVERSION CHANNEL WITH ASSOCIATED BUDGET REVISION AND RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Accept OSE Grant Agreement

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Agreement (Two Originals for Signature)
Budget Revision and Resolution

SUMMARY OF FINANCIAL IMPACT

Grant revenues and expenditures will increase by $1,000,000. No Matching Funds required. The projects will be paid upfront and all direct costs will be reimbursed.

ADMINISTRATIVE REVIEW AND APPROVAL

Michelle Blackwell, Grants Administrator	Created/Initiated - 9/23/2025
Asma Dawood, Finance Director	Approved - 9/23/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/26/2025
John Gwynne, Flood Director	Final Approval - 9/26/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 10/17/2025

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Accept Grant Agreement for $1,000,000 from the State of New Mexico, Office of the State Engineer for the Brahman Diversion Channel by Resolution and with Associated Budget Revision and Resolution

Type of Action: Accept Grant and Execute Resolutions

Fiscal Impact: No Matching Funds required. The projects will be paid upfront and all direct costs will be reimbursed.

Strategic Plan Alignment: Flood Control to protect County Residents, assets and natural environments

Overview:

The Flood Commission seeks Board resolution approval to accept a grant agreement from the State of New Mexico, Office of the State Engineer for $1,000,000. A25J2345-Brahman Diversion Channel--$1,000,000. Additionally, we are requesting approval of a budget revision and resolution and to delegate signature authority to the County Manager for related documents.

All funding will help mitigate seasonal flooding impacts, and direct water to travel through the community and into designated detention/retention areas, and away from private properties and homes, while also protecting County maintained infrastructure

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and accept Grants and Budgets
- **Vote "NO" =** This will reject the resolution and reject State Appropriated Funds
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Office of the State Engineer, with mailing address: 5550 San Antonio Drive NE, Albuquerque, NM 87109, ("**Department**") and Doña Ana County with mailing address: 845 N. Motel Blvd., Las Cruces NM 88007 ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 27, Paragraph 3, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. Project # A25J2345 ("**Project**"), Reversion Date 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 27, Paragraph 3, One Million Dollars ($1,000,000) to acquire property and easements for and to plan, design, construct and equip a flood control structure to convey surface runoff to the west to Isaacks Lake in Doña Ana County.

B. Grantee's total reimbursements shall not exceed One Million Dollars ($1,000,000.00) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**") Zero Dollars ($0.00), which equals One Million Dollars ($1,000,000.00) ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project

timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit A**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

a. Grantee: Doña Ana County
   i. Name: Michael Garza
   ii. Title: Engineer Supervisor
   iii. Address: 845 N. Motel Blvd.
   Las Cruces, NM 88007
   iv. Email: michaelg@donaana.gov
   v. Telephone: 575-525-5553

B. The Department designates the person listed below, or their successors, as the Points of Contact for matters related to this Agreement.

a. Department: Office of the State Engineer
   i. Name: Sushil Chaudhary
   ii. Title: Dam Safety Bureau Chief
   iii. Address: 5550 San Antonio Drive, NE
   Albuquerque, NM 87109
   iv. Email: sushil.chaudhary@ose.nm.gov
   v. Telephone: 505-383-4134

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
    i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

    a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
    b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

    a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a

material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

    a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
    b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
    c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

    a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
    b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Practices to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separates and distinct from the Department.
    a. Grantee acknowledges and agrees:
        i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;

ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
iii. The SBOF may in the future impose further or different conditions upon the Project;
iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this

Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including

but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT: OFFICE OF THE STATE ENGINEER

SPONSOR: By: _____
Name: Elizabeth K. Anderson, P.E.
Title: State Engineer Date:_____

Chief Financial Officer: By: _____
Name: Jim Williamson
Title: Chief Financial Officer Date:_____

AS TO BUDGET SUFFICIENCY

Program Support Director: By: _____
Name: Jeff Primm
Title: Program Support Director Date:_____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office: By: _____
Name: _____
Title: _____ Date:_____

APPROVED BY GRANTEE:

GRANTEE: Doña Ana County

By: _____

Name: Scott Andrews Date: _____

Title: County Manager Date: _____

Finance Director

By: _____

Name: Asma Dawood

Title: Financial Svs Director Date: _____

Legal Counsel

By: _____

Name: Cari Neill

Title: Deputy County Attorney Date: _____

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

Notice of Obligation to Reimburse Grantee [# 1]

DATE: _____

FROM: Department: _____
TO: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]
Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: _____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT B

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment
Exhibit B

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount *(If Applicable)*: _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer
or **Fiscal Agent***(if applicable)*

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

EXHIBIT C
Quarterly Reports Form and Certification

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[May be replaced in future with forthcoming requirements from DFA]

EXHIBIT D

OFFICE OF THE STATE ENGINEER

CAPITAL APPROPRIATION PROJECT AGREEMENT

ARTICLE 1 REVIEW

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Exhibit "OSE" means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent. The OSE may withhold payment if any of these procedures are not followed by the Grantee.

A. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must coordinate and hold a scoping meeting with the OSE Dam Safety Bureau prior to procuring engineering or construction services or prior to commencing any work not included in an approved Operation and Maintenance Manual. The purpose of the scoping meeting is to define the extent of the project, the responsibilities of the project participants, the criteria to be applied to review and approval, and other topics that may improve overall execution and value of the project.

B. The Grantee must submit a detailed project description (scope of work) to the OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.

C. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.

D. The Grantee must submit copies to the OSE of all executed contracts entered into by the Grantee prior to this agreement that are related to the project as determined by the OSE for review and approval.

E. If these grant funds are to be used for engineering and/or other professional services in excess of $60,000 the Grantee shall issue and conduct a Request for Proposals (RFP) for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed $60,000, excluding gross receipt taxes, the Grantee is required to solicit Qualification-based proposals using the RFP template provided by the OSE or one provided by the Grantee but reviewed and accepted by the OSE. The Grantee must submit documentation regarding the hiring process to be used and the RFP, if

applicable, to the OSE for review and approval **prior to** selecting engineering and/or other professional services.

F. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to the OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is to be provided by the OSE or provided by the Grantee but reviewed and accepted by the OSE.

G. A Preliminary Engineering Report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with the OSE as described in Article 1. A. of this Attachment before starting any work for a meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to the OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow the approach used by the USDA's Rural Utilities Service (RUS) Bulletin 1780-2 in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.

H. A Value Engineering (VE) study coordinated and executed by a registered New Mexico Professional Engineer may be required by the OSE for projects completed under this agreement. Projects with preliminary or scoping phase construction cost estimates of $3.0 Million or greater may be subject to this VE study requirement.

I. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda (prepared by a registered New Mexico Professional Engineer) for this project to the OSE for review and approval **before** the project is advertised for construction bids.

J. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to the OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. A **site certificate** addressing the property upon or through which the facility is being constructed, and prepared by the Grantee's attorney or abstractor, may be required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through

applicable procurement procedures. These documents must be reviewed and approved by the OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to the OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.

K. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to the OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until the OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.

L. Following OSE approval of the proposed award, the Grantee shall submit to the OSE for review the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

M. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to the OSE.

N. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval **prior to** implementation of such modification or change. The decision by the OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by the OSE and followed by written confirmation to the Grantee.

O. The Grantee shall provide a Resident Project Representative (RPR) to observe construction of the project. The RPR may be a contractor that is secured through the process described in Article 1.E. of this Attachment. If a contractor is used, an agreement must be executed in accordance with the process described in Article 1.F. of this Attachment. The decision on the need for a full-time or part-time RPR is at the sole discretion of the OSE based on oversight requirements and may be modified during the project. The Grantee will be required to submit the RPR's résumé to the OSE for review and approval prior to commencement of construction.

P. Notwithstanding the inspections performed by the Grantee and its engineer, the OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall

not be considered an inspection for compliance with contract plans but will be in the nature of general OSE review as described in Article 2 below.

Q. If applicable, the Grantee (or the system owner) shall employ a qualified operator to operate, collect and report monitoring data, perform routine inspection, maintenance and repair work on the dam and appurtenances and shall comply with all provisions of the Rules and Regulations Governing Dam Design, Construction and Dam Safety, 19.25.12 NMAC.

ARTICLE 2 OSE OVERSIGHT

OSE site visits, reviews, and approvals are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. The OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by the OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the OSE.

B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, reimbursement to the grantee will be made after approval by the OSE of the PER, study, or plans and specifications. Reimbursements shall not constitute approval of any of these documents.

C. If the grant funds are to be used for purchase of equipment, final reimbursement will be made after approval by the OSE of receipt of equipment title and appraisal reports for used equipment.

D. If the grant funds are to be used for construction, final reimbursement will be made after the final site visit has been conducted by the OSE and the following items, unless waived by the OSE, have been provided to the OSE in writing, and have been reviewed and approved by the OSE:

   i. Operation and maintenance manuals for equipment or a letter from the owner certifying receipt and acceptance of the manuals for the installed equipment;

ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;

iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;

iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to the OSE for final review and approval;

v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;

vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;

vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

viii. A written consent of the surety, if any, to final payment; and

ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by the OSE.

EXHIBIT E
Data Sharing Provisions

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[May be replaced in future with forthcoming requirements from DFA]

Budget Amendment: FY2026 - Annual Budget
Detail on 10/14/2025 : BUDAMD00000684

Details and Process

For Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000684
Overall Process Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000684
Overall Status In Progress
Due Date 09/23/2025

Details

Budget Amendment Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000684

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Amendment ID BUDAMD00000684
Amendment Date 10/14/2025
Description TO ACCEPT OSE GRANT AGREEMENT AT BOCC 10.14.2025
Amendment Type Budget Revision/Resolution
Balanced Amendment Yes
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000665 FY26-A25J2345 Brahman Diversion Channel	SC-032 Capital Outlay - Construction		Project: P-0000100 Dragonfly Channel	$1,000,000.00	$0.00	TO ACCEPT J2345 BRAHMAN DIVERSION CHANNEL	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000665 FY26-A25J2345 Brahman Diversion Channel		RC-032 Grant Revenues	Project: P-0000100 Dragonfly Channel	$0.00	$1,000,000.00	TO ACCEPT J2345 BRAHMAN DIVERSION CHANNEL	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/22/2025 03:15:58 PM	09/23/2025	Michelle Blackwell	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/22/2025 03:23:31 PM		Johnny Gwynne (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/26/2025 10:25:23 AM	09/23/2025	Lucio Luttrell (Budget Manager)	1	Lucio Luttrell: Updated revision date to BOCC date.

Remaining Process

Click on the button below to review remaining process details.

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-_____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED in the Board session this 14th of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Flood Commission	October 14, 2025
Initiating Department	**Meeting Date**
John Gwynne, Flood Director	11
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT GRANT AGREEMENT FOR $6,000,000 FROM THE WATER TRUST BOARD FOR DRAGONFLY CHANNEL PHASE 4 BY RESOLUTION AND WITH ASSOCIATED BUDGET REVISION AND RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Accept Water Trust Board Grant Agreement

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution
Grant Agreement
Budget Revision and Resolution

SUMMARY OF FINANCIAL IMPACT

Grant Amount is $5,400,000, Loan Amount is $600,000 and the Match is $600,000 and will be paid from Flood Reserves.

ADMINISTRATIVE REVIEW AND APPROVAL

Michelle Blackwell, Grants Administrator	Created/Initiated - 9/24/2025
Asma Dawood, Finance Director	Approved - 9/24/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/26/2025
John Gwynne, Flood Director	Final Approval - 9/26/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 10/17/2025

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Accept Grant Agreement for $6,000,000 from the Water Trust Board for Dragonfly Channel Phase 4 by Resolution and with Associated Budget Revision and Resolution

Type of Action: Accept Grant Agreement and Execute Resolution

Fiscal Impact: The project will be paid upfront and all direct costs will be reimbursed. Matching Funds of $600,000 are required.

Strategic Plan Alignment: Flood Control to protect County Residents, assets and natural environments

Overview:

The Flood Commission seeks Board approval to accept grant agreement WTB-6562 for $6,000,000 for the Dragonfly Channel Phase 3 Construction from the Water Trust Board. Additionally, we are requesting a budget revision and budget resolution to be approved and requesting to delegate signature authority to the County Manager for related documents.

All funding will help mitigate seasonal flooding impacts, and direct water to travel through the community and into designated detention/retention areas, and away from private properties and homes, while also protecting County maintained infrastructure

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and accept Grant and Budget
- **Vote "NO" =** This will reject the resolution and reject State Appropriated Funds
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. _____ OF THE BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO OCTOBER 14, 2025

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The Board of County Commissioners (the "Governing Body") of Doña Ana County (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 845 N. Motel Boulevard., Las Cruces, New Mexico 88007, being the meeting place of the Governing Body for the meeting held on the 14th day of October, 2025 at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Chair: _____

Board of County Commissioners: _____

_____

_____

_____

_____

_____

Absent: _____

_____

_____

Also Present: _____

_____

_____

Thereupon, there were officially filed with the County Clerk copies of a proposed Resolution and Water Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[*Remainder of page intentionally left blank.*]

DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND DOÑA ANA COUNTY (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $6,000,000, INCLUDING A LOAN IN THE AMOUNT OF $600,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF PHASE 4 OF THE DRAGONFLY CHANNEL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE ANNUAL FLOOD CONTROL LEVY FOR THE LOWER RIO GRANDE AND HUECO FLOOD DISTRICTS AND ACCEPTANCE OF A GRANT AMOUNT OF $5,400,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing county under and pursuant to the laws of the State and more specifically, Sections 4-7-1 to 4-7-3, NMSA 1978, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies, and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35 Laws, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF DOÑA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $600,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Chair, Vice-Chair, County Manager and County Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means Doña Ana County, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"County Assessment" means the annual flood control levy for the Lower Rio Grande Flood District and the Hueco Flood District of one dollar and fifty cents ($1.50) on each one thousand dollars ($1,000) of net taxable value of all the taxable property located within five miles of both sides of the Lower Rio Grande and Hueco Rivers which contributes to or is subject to flood conditions destructive to property or dangerous to human life, authorized by Section 4-50-2, NMSA 1978, as amended, and Resolution No. 86-60 adopted by the Governing Body on November 19, 1986, all as required by and in accordance with Sections 4-50-1 through 4-50-9, NMSA 1978, as amended.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body

acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized Board of County Commissioners of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $5,400,000.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $600,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $6,000,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Resolution.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" has the meaning given to that term in the Loan/Grant Agreement.

"Pledged Revenues" means the County Assessment of the Borrower/Grantee pledged to the payment of the Loan Amount pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) flood prevention; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood

prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $5,400,000 and borrowing the Loan Amount of $600,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of $5,400,000 and the Loan shall be in the amount of $600,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby

authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Chair and County Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Resolution for Publication*]

DOÑA ANA COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. _____, duly adopted and approved by the Board of County Commissioners of Doña Ana County on October 14, 2025. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the County Clerk, at 845 N. Motel Boulevard, Las Cruces, New Mexico 88007.

The title of the Resolution is:

DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND DOÑA ANA COUNTY (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $6,000,000, INCLUDING A LOAN IN THE AMOUNT OF $600,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF PHASE 4 OF THE DRAGONFLY CHANNEL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE ANNUAL FLOOD CONTROL LEVY FOR THE LOWER RIO GRANDE AND HUECO FLOOD DISTRICTS AND ACCEPTANCE OF A GRANT AMOUNT OF $5,400,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2025.

DOÑA ANA COUNTY, NEW MEXICO

By_____
Christopher Schaljo-Hernandez, Chairman of
the Board of County Commissioners

[SEAL]

ATTEST:

By_____
Amanda López Askin, Ph.D., County Clerk

[*Remainder of page intentionally left blank.*]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

_____

_____

_____

_____

_____

_____

_____

_____

Those Voting Nay:

_____

_____

_____

Those Absent:

_____

_____

_____ (__) Members of the Governing Body having voted in favor of the motion, the Chair declared the motion carried and the Resolution adopted, whereupon the Chair and County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

[*Remainder of page intentionally left blank.*]

DOÑA ANA COUNTY, NEW MEXICO

By_____
Christopher Schaljo-Hernandez, Chairman of the Board of County Commissioners

[SEAL]

ATTEST:

By_____
Amanda López Askin, Ph.D., County Clerk

[*Remainder of page intentionally left blank.*]

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

I, Amanda López Askin, Ph.D, the duly qualified and acting County Clerk of Doña Ana County (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 845 N. Motel Boulevard, Las Cruces, New Mexico 88007, on October 14, 2025 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2025-05, adopted and approved on January 14, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of November, 2025.

DOÑA ANA COUNTY, NEW MEXICO

By_____
Amanda López Askin, Ph.D., County Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and
Affidavit of Publication of Notice of Adoption of Resolution

$6,000,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

November 21, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

DOÑA ANA COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated November 21, 2025, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "NMFA" or "Lender/Grantor"), and DOÑA ANA COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose an annual flood control mill levy pursuant to Section 4-50-2, NMSA 1978, as amended; and

WHEREAS, the Borrower/Grantee has by the County Assessment imposed the annual flood control levy of one dollar and fifty cents ($1.50) on each one thousand dollars ($1,000) of net taxable value of real property within the Borrower/Grantee which provides for the Pledged Revenues; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing county under and pursuant to the laws of the State and more specifically, Sections 4-7-1 to 4-7-3, NMSA 1978, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies, and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $600,000 from the Lender/Grantor and to accept a grant in the amount of $5,400,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 6, 2024 and January 21, 2025 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35 Laws, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $600,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 6, 2024 and the New Mexico Water Trust Board Readiness Application dated January 21, 2025 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Chair, Vice-Chair, County Manager and County Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"County Assessment" means the annual flood control levy for the Lower Rio Grande Flood District and the Hueco Flood District of one dollar and fifty cents ($1.50) on each one thousand dollars ($1,000) of net taxable value of all the taxable property located within five miles of both sides of the Lower Rio Grande and Hueco Rivers which contributes to or is subject to flood conditions destructive to property or dangerous to human life, authorized by Section 4-50-2, NMSA 1978, as amended, and Resolution No. 86-60 adopted by the Governing Body on November 19, 1986, all as required by and in accordance with Sections 4-50-1 through 4-50-9, NMSA 1978, as amended.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized Board of County Commissioners of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $5,400,000.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $600,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $6,000,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the County Assessment of the Borrower/Grantee received pursuant to Section 4-50-2, NMSA 1978, as amended, and pledged to the payment of the Loan

Payments and Administrative Fee pursuant to the Resolution and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Resolution" means the Borrower/Grantee Resolution No. _____, adopted by the Governing Body on October 14, 2025 authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the

Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise

dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Mill Levy; Pledged Tax Revenues Covenants. The Governing Body has duly authorized and approved the County Assessment, approved by the Governing Body Resolution 86-60, which constitutes the Pledged Revenues. The Governing Body Resolution No. 86-60 has not been repealed or superseded and is in full force and effect. The County Treasurer shall pay Loan Payments from the appropriate separate account within the county flood fund for the Lower Rio Grande and Hueco Flood Districts and the County Clerk shall file and keep a record of all payments pursuant to Section 4-50-2, NMSA 1978, as amended.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order

of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations

under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any

vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on December 31 and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to

complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any

employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be used as authorized by law.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of

any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied,

is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Doña Ana County
Attn.: Financial Services Director
845 N. Motel Boulevard
Las Cruces, New Mexico 88007

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in

connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an

Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 22, 2025 and by the NMFA's Board of Directors on May 22, 2025, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

DOÑA ANA COUNTY, NEW MEXICO

By_____
Christopher Schaljo-Hernandez, Chairman of
the Board of County Commissioners

[SEAL]

ATTEST:

By_____
Amanda López Askin, Ph.D., County Clerk

EXHIBIT "A"

TERM SHEET

$6,000,000 WATER PROJECT FUND LOAN/GRANT TO THE
DOÑA ANA COUNTY, NEW MEXICO

Project Description:	The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of Construction of Phase 4 of the Dragonfly Channel, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$5,400,000
Loan Amount:	$600,000
Pledged Revenues:	Revenues received by the Borrower/Grantee pursuant to the County Assessment and pledged to the payment of the Loan as provided in this Loan/Grant Agreement.
Outstanding Parity Obligations:	NMFA Loan No. CIF-6116; NMFA Loan No. CIF-5762; NMFA Loan No. CIF-5518; NMFA Loan No. CIF-5519; NMFA Loan No. CIF-5520; WPF-6274 and CIF-6418
Authorizing Legislation:	Borrower/Grantee Resolution No. _____, adopted October 14, 2025
Additional Funding Amount:	$600,000
Closing Date:	November 21, 2025
Project Account Amount:	$6,000,000
Expense Account Deposit:	$0.00
Administrative Fee:	.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted

and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the County Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Chair of the Board of County Commissioners and attested to by the County Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $6,000,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and Doña Ana County, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6562 Closing Date: November 21, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: Doña Ana County **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6562 **Project Name**: Dragonfly Channel Phase 4 **Project Type**: Construction

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan _10___% Grant __90_% Match $600,000_____

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $6,000,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and Doña Ana County, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6562

Closing Date: November 21, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

DOÑA ANA COUNTY, NEW MEXICO

By_____

Its_____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-05 adopted by the Borrower/Grantee on January 14, 2025

2. Resolution No. _____ adopted on October 14, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Las Cruces Sun-News*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate of the Borrower/Grantee

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

$6,000,000
DOÑA ANA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6562

STATE OF NEW MEXICO	)	GENERAL AND NO
	) ss.	LITIGATION CERTIFICATE
DOÑA ANA COUNTY	)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and County Clerk for Doña Ana County, New Mexico (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. _____ adopted by the Governing Body of the Borrower/Grantee on October 14, 2025 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing county under the laws of the State of New Mexico.

2. From at least May 22, 2025 to and including the date of this Certificate, the following were and now are the duly chosen qualified and acting officers of the Borrower/Grantee:

Chair:	Christopher Schaljo-Hernandez
Vice-Chair:	Susan Chaparro
Commissioners:	Manuel A. Sanchez Shannon Reynolds Gloria Gameros
County Manager:	Scott Andrews
Finance Director:	Asma Jalis Dawood
County Clerk:	Amanda López Askin, Ph.D.
County Attorney:	Cari Neill, Esq.

3. Based on data collected during the 2020 Census the population of Doña Ana County, New Mexico is at least 75% English speaking.

4. Notice of adoption of the Resolution was published in English in the *Las Cruces Sun-News*, a newspaper qualified to publish legal notices that is of general circulation in Doña Ana County

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority ("NMFA"), as authorized by the Resolution.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Chair, the County Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 845 N. Motel Boulevard, Las Cruces, New Mexico 88007, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on January 14, 2025 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2025-05 which resolution was effective on October 14, 2025 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-15, as amended.

15. The Chair and the County Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. This Certificate is for the benefit of the NMFA.

17. This Certificate may be executed in counterparts.

[*Signature page follows*.]

WITNESS our signatures and the seal of the Borrower/Grantee this 21st day of November, 2025.

DOÑA ANA COUNTY, NEW MEXICO

[SEAL]

By_____
Christopher Schaljo-Hernandez, Chairman of the Board of County Commissioners

By_____
Amanda López Askin, Ph.D., County Clerk

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$6,000,000
DOÑA ANA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6562

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
DOÑA ANA COUNTY) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and County Clerk of the Doña Ana County, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "NMFA"), in the aggregate principal amount of $6,000,000, to the NMFA (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. _____ (the "Resolution") adopted on October 14, 2025 relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals $5,400,000 and the Loan Amount equals $600,000, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 7.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the NMFA in substantially the form attached as Exhibit "C" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this 21st day of November, 2025.

DOÑA ANA COUNTY, NEW MEXICO

By_____
Christopher Schaljo-Hernandez, Chairman of
the Board of County Commissioners

[SEAL]

By_____
Amanda López Askin, Ph.D., County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Doña Ana County, New Mexico the Loan/Grant Agreement for Project No. WPF-6562.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

3785015_2

$6,000,000
DOÑA ANA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6562

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Doña Ana County (the "Borrower/Grantee"), a county in the State of New Mexico, hereby certifies:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.

2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.

3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Doña Ana County as of this 21st day of November, 2025.

_____

Cari Neill, Esq.,
Attorney for Borrower/Grantee,
845 N. Motel Boulevard
Las Cruces, New Mexico 88007

3767639

SUTIN THAYER & BROWNE
LAWYERS

6100 Uptown Blvd. NE, Suite 400
Albuquerque, NM 87110
P.O. Box 1945
Albuquerque, NM 87103
Phone: (505) 883-2500
Fax: (505) 888-6565
sutinfirm.com

November 21, 2025

New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Doña Ana County
845 N. Motel Blvd.,
Las Cruces, New Mexico 88007

$6,000,000 New Mexico Finance Authority Loan/Grant to Doña Ana County, New Mexico (WPF-6562)

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the $6,000,000 Loan/Grant Agreement dated November 21, 2025 (the "Loan/Grant Agreement") by and between Doña Ana County, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "NMFA"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to NMSA 1978, § 72-4A-1 through 72-4A-11 as amended, and the Borrower/Grantee's Resolution No. _____, adopted on October 14, 2025 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for the construction of Phase 4 of the Dragonfly Channell for the Borrower/Grantee (the "Project"), as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made and legal opinions delivered by the Borrower/Grantee's legal counsel in the certified proceedings. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the County Assessment of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The NMFA has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the NMFA and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the NMFA and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

3839506_2

[BORROWER'S COUNSEL LETTERHEAD]

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505

Re: Doña Ana County, New Mexico
$6,000,000 Loan/Grant No. WPF-6562

Ladies and Gentlemen:

I am an attorney representing the Doña Ana County (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. _____ adopted by the Governing Body of the Borrower/Grantee on October 14, 2025 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

(1) The Doña Ana County Water Project Fund Application dated September 6, 2024 and January 21, 2025, the New Mexico Water Trust Board Approval dated April 22, 2025, and the NMFA Board Approval dated May 22, 2025 for Loan/Grant No. WPF-6562 (the "Application" and the "Approval," respectively), relating to the Project.

(2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.

(3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on October 24, 2025 and on November 21, 2025.

(4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

(5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Chair, Board of County Commissioners, and County Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances

or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the Finance Authority; (i) the Resolution authorizing the Authorized Officers to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.

(6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.

(7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

(8) The Resolution No. 86-60, originally adopted by the Borrower/Grantee on November 19, 1986, and imposing the annual flood control levy for the Lower Rio Grande Flood District and the Hueco Flood District of one dollar and fifty cents ($1.50) on each one thousand dollars ($1,000) of the net taxable value of all the taxable property located within five miles of both sides of the Lower Rio Grande and Hueco Rivers which contributes to or is subject to flood conditions destructive to property or dangerous to human life, authorized by Section 4-50-2, NMSA 1978, as amended, all as required by and in accordance with Sections 4-50-1 through 4-50-9, NMSA 1978, as amended.

Based upon my examination of the foregoing, it is my opinion that:

A. The Borrower/Grantee is a duly organized and existing county under the laws of the State of New Mexico.

B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.

C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.

D. The Borrower/Grantee has full legal right and authority:

(1) to design, acquire, construct, install and complete the Project

(2) to execute and deliver Loan/Grant documents including those identified above;

(3) to perform all acts required by such Loan/Grant documents to be done by it; and

(4) to own, operate and maintain the Project during its Useful Life.

E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.

G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the County Assessment of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.

J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.

K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.

L. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body,

nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount,] or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.

O. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be designed and constructed.

P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.

Q. The Borrower/Grantee has acquired as legally bound to acquire pursuant to the Loan/Grant Agreement all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.

R. Resolution No. 86-60 has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner.

Dated this 21st day of November, 2025.

_____

Cari Neill, Esq.,
Attorney for Borrower/Grantee,
845 N. Motel Boulevard
Las Cruces, New Mexico 88007

$6,000,000
DOÑA ANA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. WPF-6562

Closing Date: November 21, 2025

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 2025-05 adopted by the Borrower/Grantee on January 14, 2025

2. Resolution No. _____ adopted on October 14, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Las Cruces Sun-News*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate of the Borrower/Grantee

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan/Grant Counsel to NMFA

9. NMFA Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Doña Ana County, New Mexico
New Mexico Finance Authority
Cari Neill, County Attorney
Sutin, Thayer & Browne A Professional Corporation

6961903

TRANSCRIPT OF PROCEEDINGS

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

by and between the

NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,

and the

DOÑA ANA COUNTY, New Mexico
as Borrower/Grantee.

Closing Date: November 21, 2025
Loan/Grant Amount: $6,000,000
Project No. WPF-6562

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-_____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED in the Board session this 14th of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

Budget Amendment: FY2026 - Annual Budget
Detail on 10/14/2025 : BUDAMD00000678

Details and Process

For Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000678
Overall Process Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000678
Overall Status In Progress
Due Date 09/18/2025

Details

Budget Amendment Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000678

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Amendment ID BUDAMD00000678
Amendment Date 10/14/2025
Description TO ACCEPT WATER TRUST AGREEMENT WPF-6562 BOCC 10.14.2025FOR DRAGONFLY CHANNEL
Amendment Type Budget Revision/Resolution
Balanced Amendment No
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000663 FY26- WPF-6562 Dragonfly Channel Phase 4-Match	SC-032 Capital Outlay - Construction		Project: P-0000100 Dragonfly Channel	$600,000.00	$0.00	TO ACCEPT WPF-6562	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000662 FY26- WPF-6562 Dragonfly Channel Phase 4-Loan	SC-032 Capital Outlay - Construction		Project: P-0000100 Dragonfly Channel	$600,000.00	$0.00	TO ACCEPT WPF-6562	

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	4070:Other Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000662 FY26- WPF-6562 Dragonfly Channel Phase 4-Loan		RC-072 Loan Proceeds	Project: P-0000100 Dragonfly Channel	$0.00	$600,000.00	TO ACCEPT WPF-6562	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000661 FY26- WPF-6562 Dragonfly Channel Phase 4-Grant	SC-032 Capital Outlay - Construction		Project: P-0000100 Dragonfly Channel	$5,400,000.00	$0.00	TO ACCEPT WPF-6562	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000661 FY26- WPF-6562 Dragonfly Channel Phase 4-Grant		RC-032 Grant Revenues	Project: P-0000100 Dragonfly Channel	$0.00	$5,400,000.00	TO ACCEPT WPF-6562	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/17/2025 09:35:44 AM	09/18/2025	Michelle Blackwell	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/17/2025 09:40:36 AM		Johnny Gwynne (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/26/2025 10:18:52 AM	09/18/2025	Lucio Luttrell (Budget Manager)	1	Lucio Luttrell: Updated date to reflect BOCC date.

Remaining Process

Click on the button below to review remaining process details.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Utilities Department	October 14, 2025
Initiating Department	**Meeting Date**
Mireya Rascon, Assistant Director, Utilities Department	12
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD PROJECT TO J29 ENTERPRISE LLC IN THE AMOUNT OF $5,156,863 AND APPROVE BUDGET REVISION & RESOLUTION FOR THE AMOUNT OF $2,681,154, TRANSFERRED FROM HOSPITAL LEASE FUND RESERVES FOR THE RINCON & SALEM WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Award project to J29 Enterprise LLC based on lowest bid and engineers recommendation & Approve Budget Revision & Resolution to cover the shortfall of the Rincon & Salem Wastewater Treatment Improvements Project. Award recommendation is according to the base bid and additive alternate in the amount of $5,156,863.00, excluding NMGRT. Budget Revision and Resolution are attached for review and approval to fund the remaining 2,681,154 for the above mentioned project.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Award Recommendation Letter
Bid Tabulation
Funding Analysis
Budget Resolution
Budget Revision

SUMMARY OF FINANCIAL IMPACT

Financial Impact to DAC is a 2,681,154 dollar funding request transferred from Hospital Lease fund reserves for the shortfall of the Salem & Rincon WWTP Improvement Project.

ADMINISTRATIVE REVIEW AND APPROVAL

Crisemma Varela, Office Supervisor	Created/Initiated - 10/6/2025
Mireya Rascon, Utilities Operations Manager	Approved - 10/7/2025
Erik Alvidrez, Budget Analyst	Approved - 10/7/2025
Asma Dawood, Finance Director	Approved - 10/7/2025
Michael Perez, Purchasing Manager	Approved - 10/8/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 10/31/2025

Doña Ana County
Executive Summary

Meeting Date: October 14th, 2025

Agenda Item Title: Award Recommendation, Budget Revision & Resolution for the Salem & Rincon WWTP Improvement Project

Overview:

Award Recommendation:
Bids were opened for the Salem & Rincon WWTP Project on September 23rd, 2025. This project includes improvements to both the Rincon and Salem Wastewater Treatment Plants in the northern extent of Dona Ana County. The Project will consist of removing and replacing deteriorated process equipment at the wastewater treatment plants to include the replacing of new mixing and aeration systems within the existing concrete basins for an improved process and continued compliance of the facilities. This project also includes the redrilling of 3 new monitoring wells and the expansion of the effluent disposal leach field that NMED has required for the Rincon Wastewater Treatment Facility per discharge permit DP-1209. The project award amount would be based on the total base bid of the project and additive alternates if adequate funding is available. On the basis of the lowest bid, Bohannan Huston recommends that Doña Ana County award the Salem & Rincon WWTP Improvement project to J29 Enterprises LLC for the base bid and additive alternate in the amount of $5,156,863.00, excluding NMGRT.

Budget Revision & Resolution:
Total funding available in the amount of $4,181,309 for the Rincon & Salem WWTP Improvement project design and construction was obtained through grant funding from Capital Outlay SAP 21-F2317-STB for design and NMFA Colonias Infrastructure Fund CIF-6114 for construction, including Dona Ana County 10% match component.
Total project cost on the basis of the lowest construction bid is $6,789,257 to include El Paso Electric predevelopment design ($160,000), plant improvement designs ($588,134), construction ($6,041,123) and additional Engineering costs ($68,740) resulting in a **$2,681,154 short fall.**
Budget Revision and Resolution are attached for review and approval to fund the remaining $2,681,154 to be able to move forward on this project.

Bohannan Huston
great people supporting great communities

425 South Telshor Boulevard
Suite C-103
Las Cruces, NM 88011
575.532.8670
bhinc.com

September 25, 2025

Mireya Rascon
Assistant Utilities Manager - Operations
Dona Ana County Water Utilities
845 N. Motel Blvd
Las Cruces, NM 88007

Re: Dona Ana County Salem and Rincon WWTP Improvements
Bid Award Recommendation
BHI Project No. 20240130
Grant No. SAP 21-52317-STB & CIF-6114

Dear Ms. Rascon:

Bids were opened for the above-referenced project on Tuesday September 23, 2025, at 2:00 p.m. The Project includes improvements to both the Rincon and Salem Wastewater Treatment Plants in the northern extent of Dona Ana County. The Rincon WWTP improvements will consist of removing and replacing deteriorated process equipment at the main plant and will include the installation of new mixing and aeration systems within the existing concrete basins for an improved nitrification-denitrification process. In addition, the Rincon WWTP effluent disposal leachfield will be expanded to comply with nitrogen land application loading limitations as defined by the state groundwater quality discharge permit. Improvements to the Salem WWTP will require the removal of deteriorated equipment within the two SBR basins and the digester basin, and includes the installation of new process equipment within these basins. Removal and replacement of specific lift station equipment at both the Rincon and Salem main wastewater lift stations is also included.

The project was bid on a lump sum bid and unit price bid schedule. A total of three bids were received before the scheduled Bid Opening. The bid documents were to include Resident Contractor Certification and Resident Veteran Contractor Certification. Those contractors that qualify for a discounted preference, by providing the pertinent certification documentation, are indicated in the bid tabulation form attached to this letter. The project award amount would be based on the total base bid of the project and additive alternates if adequate funding is available. A tabulation of the bids and the engineer's estimate of probable cost are attached. A summary of the bids received is shown below:

Bidder	Total Base Bid	Additive Alternates	Total Base Bid plus A1-1 & A1-2
J29 Enterprises LLC Las Cruces, NM	$3,739,517	$1,417,346	$5,156,863
Morrow Enterprises, Inc. Las Cruces, NM	$4,121,493	$1,507,577	$5,629,070

Spartan Construction of NM, LLC Las Cruces, NM	$4,850,000	$530,000	$5,380,000
Engineer Estimate	*$2,693,808*	*$1,277,000*	*$3,970,808*

These figures DO NOT include New Mexico Gross Receipts Tax at a rate of 6.4975% and 10% Project Contingency.

The apparent low bidder is:

J29 Enterprises, LLC
275 Carver Rd
Las Cruces, NM 88005
575-524-2226

NM Contractor License No.392033
Expires 05/31/2026

The apparent low bidder's licenses have been verified with Contractors Licensing Services, Inc., are valid for the type of work to be accomplished and are in active status. We have worked with J29 Enterprises, LLC on previous projects with satisfactory results.

The contract documents require that bidders hold the bid prices for a period of sixty (60) days after the bid opening to allow the owner to evaluate the bid proposals. Per the attached funding analysis, it is our understanding that Dona Ana County has adequate grant funds to award the total base bid of the project. On the basis of the above, I recommend that Dona Ana County award the project to J29 Enterprises LLC for the base bid and additive alternate in the amount of $5,156,863.00 excluding NMGRT.

Dona Ana County should take action to accept or revise this recommendation in accordance with the objectives for award of the construction contract contingent upon NMED-CPB approval. It is my understanding that consideration of the award will take place at a regular Board of County Commissioners' meeting on October 14, 2025. Please do not hesitate to contact me if you have any questions or need further assistance with this recommendation prior to that time.

Sincerely,

Matthew Thompson, PE
Senior Vice President

Enclosure(s)

cc: J29 Enterprises LLC
Capital Outlay & Colonias

DONA ANA COUNTY
DAC SALEM AND RINCON WWTP IMPROVEMENTS
SAP 21-52317-STB & CIF-6114
SEPTEMBER 23, 2025 AT 2:00PM

				Engineers Estimate		J29 Enterprises, LLC		Morrow Enterprises, Inc.		Spartan Construction of NM, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid											
1	Mobilization and Demobilization	LS	1	$ 518,943	$ 518,943.00	$ 68,732.00	$ 68,732.00	$ 227,822.00	$ 227,822.00	$ 1,500,000.00	$ 1,500,000.00
2	Rincon Site Work and Yard Piping	LS	1	$ 65,362	$ 65,362.00	$ 67,336.00	$ 67,336.00	$ 16,617.00	$ 16,617.00	$ 400,000.00	$ 400,000.00
3	Rincon WWTP Treatment Basin Improvements	LS	1	$ 1,107,853	$ 1,107,853.00	$ 2,204,290.00	$ 2,204,290.00	$ 2,384,372.00	$ 2,384,372.00	$ 1,550,000.00	$ 1,550,000.00
4	Effluent Disposal Leachfield	LS	1	$ 177,850	$ 177,850.00	$ 130,472.00	$ 130,472.00	$ 471,728.00	$ 471,728.00	$ 650,000.00	$ 650,000.00
5	Disposal Area Monitoring Wells	LS	1	$ 36,000	$ 36,000.00	$ 392,595.00	$ 392,595.00	$ 358,790.00	$ 358,790.00	$ 100,000.00	$ 100,000.00
6	Existing Monitoring Well Abandonment	EA	3	$ 2,900	$ 8,700.00	$ 12,710.00	$ 38,130.00	$ 11,616.00	$ 34,848.00	$ 50,000.00	$ 150,000.00
7	Rincon WWTP Treatment Basin Electrical	LS	1	$ 507,000	$ 507,000.00	$ 642,875.00	$ 642,875.00	$ 438,000.00	$ 438,000.00	$ 400,000.00	$ 400,000.00
8	Rincon WWTP Influent Lift Station	LS	1	$ 272,100	$ 272,100.00	$ 195,087.00	$ 195,087.00	$ 189,316.00	$ 189,316.00	$ 100,000.00	$ 100,000.00
Total Base Bid (Items 1-8)				**$**	**2,693,808.00**	**$**	**3,739,517.00**	**$**	**4,121,493.00**	**$**	**4,850,000.00**
Bid Alternate #1											
BA1-1	Salen WWTP Treatment Basin Improvements	LS	1	$ 1,139,000.00	$ 1,139,000	$ 1,201,565.00	$ 1,201,565.00	$ 1,300,501.00	$ 1,300,501.00	$ 425,000.00	$ 425,000.00
BA1-2	Salem WWTP Influent Lift Station	LS	1	$ 138,000.00	$ 138,000.00	$ 215,781.00	$ 215,781.00	$ 207,076.00	$ 207,076.00	$ 105,000.00	$ 105,000.00
Additive Alternate Subtotal (Items A1-1 and A1-2)				**$**	**1,277,000.00**	**$**	**1,417,346.00**	**$**	**1,507,577.00**	**$**	**530,000.00**
Total Base Bid plus A1-1 & A1-2				**$**	**3,970,808.00**	**$**	**5,156,863.00**	**$**	**5,629,070.00**	**$**	**5,380,000.00**

Resident Contractor Preference (8%)	Yes	Yes	No
Veteran Contractor Preference (10%)	No	No	No
Amount of Preference (Max 10%)	8%	8%	0%
Application of Preference	**$ 4,744,313.96**	**$ 5,178,744.40**	**$ 5,380,000.00**

MATTHEW R. THOMPSON
NEW MEXICO
13868
PROFESSIONAL ENGINEER

09/25/2025

Matthew Thompson, PE

9/25/2025
Date

Bohannan Huston

Bohannan Huston

FUNDING ANALYSIS
SALEM AND RINCON WWTP IMPROVEMENTS
September 23, 2025

FUNDING AVAILABLE		
CIF-6114 Grant/Loan	$	3,586,859
CIF-6114 DAC Match	$	358,686
SAP 21-F2317-STB	$	235,764
TOTAL FUNDING AVAILABLE	**$**	**4,181,309**

PREDEVELOPMENT		
El Paso Electric - 3 phase line extension	$	160,000
TOTAL FUNDING AVAILABLE	**$**	**160,000**

ENGINEERING SERVICES		
Engineering Design Services	**$**	**258,375**
001 - Project Management & Coordination	*$*	*6,800*
002 - Field Topographic Survey	*$*	*8,035*
003 - NMED and NMOSE Permit Acquisition	*$*	*7,190*
004 - 60% Preliminary Design	*$*	*105,170*
005 - 95% Draft and Final Design	*$*	*94,180*
005A - Additional Design	*$*	*37,000*
Construction Engineering Services	**$**	**362,616**
006 - Project Management and Coordination	*$*	*10,680*
007 - Bid Administration	*$*	*11,580*
008 - Construction Administration	*$*	*62,240*
009 - Construction Observation	*$*	*187,776*
Amend 2 - Additional BA and CA	*$*	*68,740*
010 - O&M Manual Update	*$*	*13,100*
011 - Close Out Documents & Record Drawings	*$*	*8,500*
Engineering Services Subtotal	**$**	**620,991**
Engineering Services NMGRT (6.4975%)	**$**	**40,349**
ENGINEERING SERVICES TOTAL	**$**	**661,340**

FUNDING AVAILABLE FOR CONSTRUCTION	**$**	**3,359,969**

CONSTRUCTION		
Base Bid - Rincon WWTP	$	4,380,741
Construction		*$3,739,517*
Contingencies (10%)	*$*	*373,952*
NMGRT (6.4975%)	*$*	*267,273*
Additive Alternate #1 - Salem WWTP	$	1,660,382
Construction	*$*	*1,417,346*
Contingencies (10%)	*$*	*141,735*
NMGRT (6.4975%)	*$*	*101,301*
CONSTRUCTION TOTAL	**$**	**6,041,123**

REMAINING FUNDS W/ BASE BID	**$**	**(1,020,772)**
REMAINING FUNDS W/ BASE BID & BA #1	**$**	**(2,681,154)**

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully accepts attached award recommendation.

Resolved in the Board session this of , 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000700

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Organizing Dimension Type
Amendment ID BUDAMD00000700
Amendment Date 10/14/2025
Description Salem & Rincon Wastewater Treatment Plant Improvements Project
Amendment Type Budget Revision/Resolution
Balanced Amendment No
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-085 Rincon Wastewater	CC-056 Utility Department		SC-032 Capital Outlay - Construction		Project: P-0000174 Rincon WWater System	$1,340,577.00	$0.00	Increase due to Project shortfall	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-079 Salem/Ogas-Wastewater	CC-056 Utility Department		SC-032 Capital Outlay - Construction		Project: P-0000158 Salem WWater System	$1,340,577.00	$0.00	Increase due to Project shortfall	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-011 Hospital Lease	CC-001 Dona Ana County		SC-280 Transfer Out of Fund			$2,681,154.00	$0.00	Record Cash Transfer	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-085 Rincon Wastewater	CC-001 Dona Ana County		SC-279 Transfer Into Fund			$0.00	$1,340,577.00	Record Cash Transfer	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-079 Salem/Ogas-Wastewater	CC-001 Dona Ana County		SC-279 Transfer Into Fund			$0.00	$1,340,577.00	Record Cash Transfer	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/07/2025 07:41:51 AM	10/08/2025	Crisemma Varela	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/07/2025 07:57:34 AM		Mireya Rascon (Cost Center Manager)	1	

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000700

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Saved for Later	10/07/2025 10:08:27 AM	10/08/2025	Erik Alvidrez (Budget Manager)	1	

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Utilities Department	October 14, 2025
Initiating Department	**Meeting Date**
Mireya Rascon, Assistant Director, Utilities Department	13
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE A RESOLUTION AUTHORIZING AN APPLICATION FOR STRATEGIC WATER SUPPLY FUNDS IN THE AMOUNT OF $25 MILLION FOR A DESALINATION PLANT IN THE SANTA TERESA INDUSTRIAL PARK AND PORT OF ENTRY SERVICE AREA, WITH MATCHING FUNDS OF UP TO $15 MILLION FROM THE COUNTY PURSUANT TO THE GRT SHARING AGREEMENT WITH PROJECT JUPITER.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approval of resolution authorizing application for up to $25,000,000 from the State's Strategic Water Supply; allocates match funds of $15,000,000 from gross receipts tax.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary, Resolution

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 10/6/2025
Mireya Rascon, Utilities Operations Manager	Approved - 10/10/2025
Asma Dawood, Finance Director	Approved - 10/10/2025
Stephen Lopez, Assistant County Manager	New -

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	10-14-2025
Agenda Item Title:	A Resolution approving application for $25,000,000 from Strategic Water Supply for Desalination plant; committing $15,000,000 to match
Type of Action:	Approve Resolution
Fiscal Impact:	Dedicate $15,000,000 of $40,000,000 of Gross Receipts Tax rebate from Project Jupiter to match State funds
Strategic Plan Alignment:	Basic Needs for Health and Safety (water and wastewater)

Overview:

This Resolution will authorize the County Manager to apply for $25,000,000 in funding from the State's Strategic Water Supply (Round One) toward building a desalination plant. It dedicates $15,000,000 of the $40,000,000 of gross receipts tax rebate to be match the State funds. It authorizes the County Manager to sign all related documents.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and allow for application and assurances
- **Vote "NO" =** This will reject the resolution, stall current efforts, and delay improvements
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_____

A Resolution Authorizing Application for Funding from Strategic Water Supply for Desalination

WHEREAS, the Board of County Commissioners is in the process of dissolving the Joint Powers Agreement that established the Camino Real Regional Utility Authority (CRRUA); and

WHEREAS, upon dissolution Doña Ana County ("County") will be operating the water and wastewater services for the Santa Teresa Industrial Park, the Santa Teresa Port of Entry, and surrounding residential areas; and

WHEREAS, there is a need to ensure a stable, safe water supply for current and future customers; and

WHEREAS, studies conducted over the past seven (7) years by the Office of the State Engineer, New Mexico State University, and New Mexico Tech have shown that there is a substantial brackish water supply within the Mesilla Basin that could provide for the current and future needs of residents and businesses within the region both for the County-operated system, as well for treated water on a wholesale basis to other water utilities in the area; and

WHEREAS, the Mount Riley aquifer also has the potential to provide brackish water to support desalination efforts; and

WHEREAS, a desalination plant not only provides for the use of brackish water, but also to further treat wastewater effluent to reduce demand on ground water, with the possibility of reclaiming half (50%) of water, which will decrease the amount of water that needs to be pumped from aquifers; and

WHEREAS, the County has already issued a Request for Information to establish a public-private partnership to develop a desalination plant, and has identified four (4) top submittals that are now being engaged for next-stage evaluation and engagement; and

WHEREAS, the County has asked New Mexico State University and New Mexico Tech to partner in both developing the desalination project, as well as looking at opportunities for commercialization of the brine that results from desalination; and

WHEREAS, the New Mexico Department of the Environment is sponsoring round one of the Strategic Water Supply Grant program;

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- The Board authorizes and directs the County Manager to apply for funding from the New Mexico Department of the Environment for an amount not to exceed

$25,000,000 for the project titled **Santa Teresa Aquifer Resilience** (**STAR**) Project under the Strategic Water Supply Grant Program; and

- The Board agrees to dedicate $15,000,000 of the $40,000,000 guarantee of gross receipts tax rebates from Project Jupiter toward matching the Strategic Water Supply funding; and
- The Board hereby agrees and authorizes the County Manager to certify that the County has and will comply with all applicable state and federal statutory and regulatory requirements related to any federal and state funds received; and
- The County Manager is authorized to approve and sign all related documents.

PASSED and ADOPTED this 14nd day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

New Mexico Department of the Environment (NMED) Strategic Water Supply Grant Program

Supplemental Application Package – Construction

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Summary Information Cover Letter

New Mexico Department of the Environment
Strategic Water Supply Grant Program
Construction Project

i. **Project Title.** Santa Teresa Aquifer Resilience (STAR) Project

ii. **Applicant Name.** Doña Ana County

iii. **Eligible Entity Type.** County

iv. **Project Summary.**

Construction of a brackish water desalination plant to serve southern Dona Ana. The plant will be located within the Santa Teresa Industrial Park.

v. **Contact Information.**

Mireya Rascon, Operations Manager

(575) 621-5084, mireyar@donaana.gov

845 N Motel Blvd, Las Cruces, New Mexico 88007

vi. **Project Location.** Santa Teresa Industrial Park, Doña Ana County

vii. **Total NMED Funding Requested.** $25,000,000

viii. **Project Period.** 1/01/2026 through 1/01/2029

ix. **Program Objective Elements.**

Doña Ana County (DAC) faces serious challenges in providing safe drinking water in the Santa Teresa area. Over the past 18 months, the water supply has become urgent. The Santa Teresa Aquifer Resiliency (STAR) Project is a brackish groundwater desalination initiative led by Doña Ana County to create a sustainable potable water source for the growing Santa Teresa region. Using reverse osmosis and advanced membrane technology, the project will treat deep brackish aquifers identified through prior geological studies. The Mesilla Basin contains significant quantities of brackish water, as confirmed by the 2024 NMED feasibility study. This initiative will secure reliable water, protect public health, and support new economic opportunities for DAC and New Mexico.

x. **Cooperative Partners.**

Doña Ana County has engaged a wide range of partners to support the brackish water treatment plant project. Presently, only various financing options have been explored. With recent changes in water utilities in the region, long-term capital funding may be achievable through water utility rates.

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Key Contacts Form

Authorized Representative. This individual will receive grant agreement documents and is responsible for review and acceptance of the terms and conditions in the agreement documents, unless otherwise indicated.

Name		
Prefix:	First: Scott	Last: Andrews
	Middle:	Suffix:
Title		
County Manager		
Complete Address		
Street: 845 N Motel Blvd	City, State, Zip: Las Cruces, NM 88007	Country: USA
Phone Number		
575-525-5802		
Email		
scotta@donaana.gov		
Fax (optional)		
NA		

Payee. Individual authorized to accept payments.

Name		
Prefix:	First: Asma	Last: Dawood
	Middle:	Suffix:
Title		
Finance Director		
Complete Address		
Street: 845 N Motel Blvd	City, State, Zip: Las Cruces, NM 88007	Country: USA
Phone Number		
575-647-7214		
Email		
asmad@donaana.gov		
Fax (optional)		
NA		

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Construction Project Overview

Background Information

A construction project includes the planning, design, development, or expansion of a full-scale brackish water treatment facility along with related infrastructure. Projects can include new construction, expansion of existing facilities, or replacements of major components that have reached the end of their useful life (e.g., operations and maintenance). Funding for design work may be included in the project budget; however, design alone will not be funded as a stand-alone construction project. Construction projects should have a completed Feasibility Study or Facility Plan, and the permitting and design should either be ready to proceed or already underway.

Overview of Project Evaluation Criteria

See a detailed breakdown of the evaluation criteria in Appendix A. The final decision for the grant funding awards is at the discretion of NMED and may include allocations based on geography or other factors. NMED reserves the right to use other publicly available information to support proposal evaluation other than that provided in the proposal.

Construction Project Evaluation Criteria	Points
1. Project Summary and Technical Approach.	40
2. Budget Table and Description.	10
3. Environmental Benefits.	10
4. Outreach, Community Involvement, and Other Benefits to the Community.	15
5. Scientific Innovation.	5
6. Project Readiness.	10
7. Project Management and Execution.	10
Total	**100**

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Evaluation Process and Schedule

All grant applications will be reviewed by a committee. The committee is comprised of experts from the following agencies:

- New Mexico Environment Department (NMED)
- Office of the State Engineer (OSE)
- Economic Development Department (EDD)
- Indian Affairs Department (IAD)
- Department of Finance and Administration (DFA)
- New Mexico State University (NMSU)
- New Mexico Institute of Mining and Technology (NM Tech)

The final decision for the grant funding awards is at the discretion of NMED and may include allocations based on geography or other factors. NMED reserves the right to use other publicly available information to support proposal evaluation other than that provided in the proposal. NMED anticipates making selections in late November 2025 – early December 2025.

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Project Narrative: Construction Project

1. **Project Summary and Technical Approach. (40 points)**

   a. **Scope of work for the overall project, including project location:**

   Doña Ana County is advancing a major regional water infrastructure initiative to construct a $75 million brackish water desalination plant to provide a sustainable and secure potable water supply for the Santa Teresa and Santa Teresa Port of Entry areas in southern Doña Ana County, New Mexico. This project addresses long-standing water security issues that have constrained economic development and limited reliable water access in one of the County's most strategically important growth corridors.

   The initiative arose in response to persistent challenges in meeting increasing water demands with limited freshwater availability. These constraints have slowed commercial and industrial expansion in the Santa Teresa region, despite its role as a binational trade and logistics hub with direct connections to Mexico and major U.S. transportation corridors. Rapid population growth and planned developments, including industries that have further intensified the need for a diversified and reliable water supply.

   In 2025, the County initiated a Request for Information (RFI) process to identify potential public-private partnership opportunities, evaluate desalination technologies, and refine project requirements. This process laid the foundation for subsequent procurement and design phases that will lead to the construction of a modern, high-capacity desalination facility capable of meeting both current and near-future potable water needs.

   The project location lies within Doña Ana County, encompassing unincorporated areas adjacent to the Santa Teresa Industrial Park and the Santa Teresa Port of Entry, near the U.S.–Mexico border. These areas are under County jurisdiction and outside municipal boundaries. Site selection will be based on aquifer suitability and infrastructure access. Assessor's Parcel Numbers (APNs) and property addresses will be finalized during preliminary engineering and site control phases and provided to funding and regulatory agencies as they become available.

   The project will result in an operational, regulatory-compliant desalination facility capable of producing four million gallons of potable water per day while utilizing existing and planned solar power to reduce greenhouse gas emissions. This investment will expand the region's water portfolio, improve drought resilience, support long-term economic growth, and secure reliable access to clean drinking water for surrounding communities.

   b. **Goals and objectives of the construction project:**

   Doña Ana County's objective is to establish a sustainable and resilient long-term potable water supply that supports residential, commercial, and industrial growth in the Santa Teresa and Santa Teresa Port of Entry areas. As climate change intensifies and existing freshwater systems face growing strain, traditional water strategies can no longer meet current or future demands. By developing a brackish water desalination plant capable of converting regional brackish groundwater into clean drinking water, the County will create strategic water infrastructure that enables both community development and economic expansion.

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The project focuses on evaluating, planning, and constructing desalination and brine disposal infrastructure in full compliance with NEPA and other environmental requirements. Through public-private partnerships, the County will leverage private-sector expertise in desalination technology, financing, and operations alongside its own leadership in regional planning. This approach reduces risks, accelerates implementation, and ensures long-term operational efficiency.

This investment is essential for supporting key economic drivers, including planned data centers, logistics operations, and population growth. By securing a stable water supply, the project removes a major barrier that has previously limited sustainable growth in this critical binational trade corridor. It lays the foundation for new housing, diversified economic activity, and infrastructure that supports long-term expansion while protecting existing freshwater resources.

In summary, the project's economic objectives are to enable sustainable and attainable housing, foster diversified economic growth, and secure a reliable and safe drinking water supply for current and future residents.

c. Environmental/Regulatory Compliance:

Doña Ana County (DAC) recognizes that constructing and operating a regional brackish water desalination facility and associated deep injection wells will require a thorough environmental review and regulatory compliance process. The project will comply with the National Environmental Policy Act (NEPA) as well as applicable state and local permitting requirements. Federal involvement is expected through the U.S. Environmental Protection Agency (EPA) and the New Mexico Environment Department (NMED) Underground Injection Control (UIC) Program, which regulates Class I and Class V injection wells. Surface evaporation of brine and desalination byproducts will also be explored. A final decision on brine handling will be made that falls within environmental regulations and project cost.

DAC anticipates completing an Environmental Assessment (EA) to evaluate potential impacts on groundwater, surface water, air quality, cultural and biological resources, and environmental justice communities. If significant impacts are identified, the County will follow the appropriate Environmental Impact Statement (EIS) procedures. DAC will retain qualified environmental consultants to prepare all NEPA documentation and UIC permit applications and will coordinate closely with EPA Region 6, NMED, and other relevant agencies to ensure a streamlined and transparent review process. In addition, DAC will sustain collaboration with the New Mexico Office of the State Engineer (OSE) and NMED to support exploratory well drilling and aquifer testing. This work will provide critical hydrogeologic data to clearly identify optimal well locations within the Santa Teresa area, ensuring that siting decisions are technically sound and environmentally responsible.

Additional compliance will include adherence to the Endangered Species Act, the National Historic Preservation Act (Section 106), the Clean Air Act, the Clean Water Act (Sections 401/402), and state water appropriation and discharge permitting. DAC will incorporate public engagement and stakeholder coordination throughout the environmental review to ensure transparency, address community concerns, and build broad support for the project.

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d. Workplan and Timeline:

The County has developed a realistic three-year workplan beginning November 1, 2025, that integrates environmental review, permitting, design, construction, and robust community engagement.

Year 1 (01/01/2026 – 01/2027): DAC will initiate coordination with EPA Region 6, NMED, and other regulatory partners; retain environmental consultants; complete site selection and baseline studies; and begin preparation of the NEPA Environmental Assessment and UIC permit applications. A structured community engagement program will begin during this phase, including public meetings, stakeholder briefings, and educational materials that explain the desalination process, environmental safeguards, and project goals. Engagement will target residents, business owners, industry partners, and local governments to build understanding and trust early in the process.

Year 2 (01/2027 – 01/2028): DAC will complete the NEPA EA, conduct public review, and secure required UIC, water appropriation, air quality, and discharge permits. Final design and procurement will proceed concurrently. Community engagement activities will continue with updates on environmental findings, design decisions, and permitting milestones. Educational efforts will focus on how desalination integrates into regional water planning and its benefits for long-term water security and economic development.

Year 3 (01/2028 – 01/2029): DAC will initiate construction of the desalination facility and associated brine disposal facilities, implement environmental monitoring and reporting requirements, and conduct commissioning and system startup. Engagement during this phase will emphasize construction updates, safety measures, and preparation of community outreach materials to support public understanding of plant operations once online.

DAC acknowledges that some permitting activities, particularly NEPA and UIC approvals, may extend beyond the planned schedule. The County has built flexibility into its management strategy to accommodate such extensions while maintaining overall project momentum. Community engagement and education will continue throughout to ensure transparency, foster public support, and align with regulatory expectations.

e. Technical adequacy and feasibility of the project:

Technical Capabilities: The proposed DAC desalination plant will produce up to 4 million gallons per day using reverse osmosis (RO), removing arsenic, PFAS, and other contaminants to ensure a sustainable supply. An RFI has identified partners ready to deploy proven systems quickly. The plant will be located in the Santa Teresa Industrial Park, New Mexico's fastest-growing trade hub and the nation's sixth-largest port of entry. Businesses support the project, which is vital for industrial expansion, residential growth, and long-term prosperity.

Following completion of Doña Ana County's Request for Information (RFI) process, four top-scoring firms were identified, each proposing a consistent and proven technical approach for the **Santa Teresa Aquifer Resiliency (STAR) Project**. Their collective concepts center on Reverse Osmosis (RO) desalination as the preferred method for treating deep brackish groundwater from the southern Mesilla Basin. RO uses pressure-driven membranes to remove salts and dissolved solids, producing potable water that meets EPA and NMED standards with a target **TDS of 250–500 mg/L.**

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Across all proposals, key features include high-recovery (≥80%) modular systems, integration with existing infrastructure such as the CRRUA network, and sustainable brine management through Zero-Liquid Discharge (ZLD), deep well injection, or off-site resource recovery. Together, these approaches provide a reliable, expandable, and environmentally responsible foundation for developing a future regional desalination facility in southern Doña Ana County.

The four top-scoring RFI responses are included in our attachments under Attachment 3, Construction Project Plans and Specifications. All four of the responding companies will be invited to bid on the Star Project upon successful funding.

2. **Budget Table and Description. (10 points)**

   a. **Provide a summary of the project's budget. The Budget Table and Description below are provided as optional; the Applicant may use their own format as long as the elements below are covered:**
   [NMED may partially fund projects. As such, the below will be considered a draft budget. If selected, grant selectees will be required to provide a more detailed budget prior to award. NMED will work with the selectee to finalize a more detailed budget and narrative prior to award.]

	Amount ($)
Personnel	
Fringe	
Travel	
Equipment	
Supplies	
Contractual	**$75,000,000**
Indirect	
Total NMED Funding Requested	**$25,000,000**
Partner/Leveraged Funding Source #1 ***Dona Ana County***	**$25,000,000**
Partner/Leveraged Funding Source #2 **Loan/ Industrial Revenue Bond/ Grants**	**$25,000,000**
Total Project Cost	**$75,000,000**

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   b. **Budget justification/narrative:**

The RFI process that DAC completed in August has created opportunities to explore Public-Private Partnerships; however, the overall success for rate payors is dependent on grant funding. Awarding DAC this grant will lower the cost of a brackish water desalination plant, making rates comparable to those of other water utilities within DAC.

Financial Considerations: The project cost is estimated at $75 million, with $25 million requested through the Strategic Water Supply Grant. DAC will leverage private investment, revenue bonds, and potential financing from the North American Development Bank. Federal support is critical to keep rates affordable in a county where household income is 41% below the national average.

3. **Environmental Benefits. (10 points)**

   a. **Describe how the construction project will limit greenhouse gas emissions:**

   The proposed brackish water desalination project incorporates strategies to reduce greenhouse gas emissions through the use of renewable energy, reduced transportation, and optimized water delivery. The site is situated near three planned solar fields, offering easy access to renewable energy. Plant operations can align with daylight solar production, reducing reliance on fossil-fuel electricity during peak hours. The facility will also eliminate the need for trucking in water, which creates significant transportation emissions. Water delivery became a critical issue in December 2023, when unsafe pH levels of drinking water in the CRRUA service area necessitated hauling water into the service area. By establishing a stable, local supply, the plant will prevent the need for such emergency measures.

   Another advantage is location. The West Mesa site allows gravity-fed distribution. Currently, water must be pumped uphill from wells near the Rio Grande, consuming large amounts of energy to maintain pressure. With the new plant and an elevated tank on the mesa, most of the system can be served by gravity, greatly reducing pumping needs and energy consumption. Finally, the project's reverse osmosis (RO) technology ensures long-term sustainability by removing contaminants such as arsenic, PFAS, and microplastics. A brackish water desalination plant will provide a safe, reliable supply, reducing the risk of water quality crises that would otherwise trigger energy-intensive emergency operations or water hauling.

   b. **Describe how the construction project will increase or enhance local water supply or relieve pressure on freshwater demand:**

   The proposed brackish water desalination facility represents a transformative new source of clean water for the Santa Teresa area, with a capacity to produce up to 4 million gallons per day (MGD) of treated potable water. This new supply will reduce dependence on limited freshwater wells and aquifers, help stabilize water availability during peak demand periods, and introduce redundancy to the system—particularly important as existing systems face increasing stress.

   In the Santa Teresa region today, the dominant water provider, CRRUA, already produces about 2.6 MGD from its existing wells. That production level is close to the threshold of current system capacity. The addition of a 4 MGD desalination source would effectively

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more than double the region's treated supply capacity, providing a critical buffer for growth and as a safeguard during droughts or infrastructure disruptions.

The STAR Project will also evaluate the use of wastewater effluent as a source of treatable water. By incorporating wastewater treatment into the desalination plant, an additional 1.5 MGD of safe potable water can be generated. The additional water supplied in this manner will decrease overall demand on existing aquifer water supplies. As additional industrial and commercial users are sited in the region, up to 80% of wastewater can be recaptured and treated for use.

Beyond supply augmentation, the project addresses acute challenges that CRRUA has historically faced. The utility has struggled with water quality issues, including elevated pH levels and past arsenic exceedances, attributed in part to aging infrastructure and inconsistent operational control. These issues affect regulatory compliance and public trust. The desalination facility will deliver treated water that meets stringent quality standards, reducing exposure to those risks and relieving some of the operational burden on CRRUA's system.

By introducing a high-capacity, independent desalination source, this project will relieve pressure on existing freshwater sources during peak demand, enable more stable service to both new and existing customers, and provide capacity margin to support economic growth. The 4 MGD volume is large enough to absorb new industrial demand (including Project Jupiter and beyond), allowing the region to grow sustainably without overtaxing groundwater reserves or pushing CRRUA beyond its operational limits.

In short, the project adds a new treated water supply and reduces demand on the stressed freshwater systems, while improving water quality, system resilience, and the region's capacity to accommodate future growth.

c. Describe how the construction project will result in other environmental or sustainability benefits:

The project provides a sustainable new water source to support future growth, including ~5,000 new homes near the Santa Teresa Industrial Park. At ~300 gallons/day per household, this represents 1.5 MGD of new demand, met without straining limited freshwater supplies.

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4. **Outreach, Community Involvement, and Other Benefits to the Community. (15 points)**

   a. **How the construction project benefits communities, including those that have experienced a lack of resources or other impediments, including employment opportunities, employment growth programs, and/or support for local businesses:**

Doña Ana County (DAC), home to 229,366 residents, including 90,000 in unincorporated areas, faces serious challenges in providing safe drinking water and maintaining financial stability. With a median household income 41% below the national average, the County has limited tax resources for critical infrastructure. Over the past 18 months, the water supply has become urgent. The Camino Real Regional Utility Authority (CRRUA), which serves southern DAC, has struggled to meet water quality requirements and supply demands of businesses and residents. CRRUA infrastructure challenges have raised public health risks and blocked new customer connections. CRRUA's inability to issue "willingness to serve" letters has stalled residential and commercial development, costing DAC and New Mexico millions in lost investment. The County has now moved to terminate its agreement with CRRUA due to these concerns.

This project will deliver lasting benefits to communities across southern Doña Ana County by providing clean, reliable water, supporting economic growth, and improving public health and safety.

Many communities in this region have long faced unreliable water supplies, naturally brackish groundwater. As a result, residents have endured service interruptions and expensive hauled water. The new facility will treat brackish groundwater to meet Safe Drinking Water Act standards, ending the need to truck in potable water and providing a stable, affordable supply for homes and businesses.

The project is critical for regional economic growth. The planned Project Jupiter data center campus will rely on this secure water supply for cooling and power operations. According to El Paso Matters (September 2025), the data center is projected to create over 750 new full-time jobs and more than 2,000 construction jobs during buildout. Construction of the desalination plant will also generate significant local employment and contracting opportunities. The project team will coordinate with workforce development programs to prepare local residents for operations, construction, and technical jobs.

Southern Doña Ana County includes communities that have historically experienced a lack of infrastructure investment and economic opportunity. By creating a local, drought-resilient water source, the project directly addresses inequities, supports disadvantaged areas, and improves affordability and health outcomes. Reliable access to safe drinking water reduces household costs, providing long-term public health benefits.

The project also strengthens public safety. Many West Mesa neighborhoods currently lack reliable fire flows, increasing risk to life and property. A stable water supply will allow expansion of hydrant networks, supporting firefighting operations and protecting critical infrastructure—including the data center and 5,000 planned housing units adjacent to the Santa Teresa Industrial Park.

Overall, the project supports disadvantaged communities, expands employment, improves water security, strengthens fire protection, and enables transformative economic investment—delivering broad, lasting benefits across southern Doña Ana County.

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b. Engagement with local residents who will be affected by the construction project:

The Santa Teresa Aquifer Resiliency (STAR) Project will be implemented in a region where water reliability and trust in infrastructure systems have been long-standing challenges. The outreach strategy for this project is designed to build transparency, foster meaningful community participation, and ensure that local voices shape the project's development from planning through construction and operations.

Planned Outreach Activities:

Doña Ana County is committed to transparency and public engagement throughout the STAR Project process. A draft of this grant application will be made available for public review. The final version will be presented to the Board of County Commissioners and community stakeholders at the October 14, 2025, board meeting and posted on the County's website for public access. County staff will seek formal Board approval through a resolution authorizing submission of the application.

Upon grant award, the project team will launch a comprehensive community engagement program focused on early information sharing, bilingual communication, and structured feedback opportunities. A community advisory committee (CAC), will be established to represent key stakeholder groups, including local residents, developers, agricultural users, environmental organizations, tribal governments, public health advocates, and business leaders. The CAC will serve as a standing forum to review project milestones, discuss permitting progress, and provide recommendations on further public outreach to decision-makers throughout the life of the STAR Project.

A bilingual project website and information hub will be created to house project documents, permitting timelines, technical summaries on brackish water treatment and brine handling (evaporation or deep-well injection), and regular updates. The outreach program will include open houses, interactive technical workshops, and sessions to explain project benefits, address concerns, and invite public input. Quarterly progress updates will be distributed online to ensure accessible, consistent communication with affected communities.

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Focus on Community Concerns:

Local residents have expressed strong interest in safe, reliable drinking water and transparency around large industrial developments, especially following the challenges of the Camino Real Regional Utility Authority. Planned outreach will emphasize how the STAR Project will convert brackish groundwater into a stable, local water supply, while ensuring public health protections through regulated treatment and disposal practices. The project team also plans to hold dedicated sessions on brine disposal safety to build understanding of environmental safeguards.

Engagement with Affected Groups:

Stakeholder outreach will target neighborhoods in southern Doña Ana County, local governments, tribal governments, environmental groups, agricultural interests, business and workforce organizations, and residents in areas near proposed construction sites. Particular attention will be given to communities historically underserved by infrastructure investments to ensure equitable participation. These groups will be invited

to participate in the advisory committee and in targeted listening sessions during design and permitting.

Public Support and Awareness:

While formal outreach has not yet begun, early discussions in the community surrounding Project Jupiter, a large data center development, suggest strong interest in reliable water supplies to support both residential and economic growth. Many community members view improved water infrastructure as essential to protecting health, supporting local jobs, and managing growth responsibly. Workforce development groups and business organizations have expressed interest in partnering to support training and job placement tied to the STAR Project.

Third-Party Impacts and Opposition:

Potential third-party impacts are expected to be limited to temporary construction effects such as traffic, noise, and dust. These will be mitigated through scheduling, traffic control, and communication with adjacent landowners. At this stage, no organized opposition or legal challenges are known, though some community members have voiced understandable concerns regarding transparency and environmental protections. The engagement plan's emphasis on advisory participation, open access to information, and third-party technical review is designed to address these concerns proactively and build lasting trust.

5. **Scientific Innovation. (5 points)**

   a. **Describe how the project will employ new or innovative technology or practices in brackish water exploration, production and treatment:**

   While the project does not rely on experimental or cutting-edge technology, its innovation lies in how proven solutions are being applied to address an urgent regional challenge. By using established brackish water desalination and deep injection technologies, the County is focusing on reliable, regulatory-compliant methods to deliver safe drinking water. The innovative aspect is the public-private partnership model, supported through state funding and this grant, which enables the County to leverage private expertise and investment to advance a complex regional water project efficiently. Beginning the environmental, planning, and design work now ensures that regulatory processes, site selection, and partnerships are in place early, setting the stage for construction within 36 months. This approach reflects practical innovation—using dependable technology, collaborative financing, and strategic timing to deliver a sustainable water solution for the region's future growth.

   Doña Ana County may pursue contracting with New Mexico State University (NMSU) to research and develop methods for commercializing brine byproducts generated through the desalination process. This collaboration will evaluate the extraction and refinement of gypsum and other mineral salts recovered from the brine stream. Existing markets for gypsum and related materials show strong potential for reuse in construction, agriculture, and industrial applications.

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6. **Project Readiness. (10 points)**

   a. **Are the necessary project documents complete to the point that the project could commence within 3 to 6 months of completing award?**

      Project Management: With partners identified and permitting underway, DAC anticipates operations within 36 months of funding. This project is essential for reliable water, public health, and economic growth in New Mexico.

      Construction of a brackish water desalination plant is a top priority for DAC. Once complete, the project will provide immediate health benefits to residents by delivering a safe, reliable water supply and will stimulate economic growth in one of New Mexico's most important trade regions. DAC has made substantial progress toward meeting the Strategic Water Supply Grant requirements. In August 2025, the County completed a Request for Information (RFI) to identify potential partners and technologies for a plant capable of producing up to 4 million gallons per day. The proposed site is within the Santa Teresa Industrial Park, where businesses have expressed strong support. The RFI also emphasized forming public-private partnerships, giving DAC multiple collaborators to advance the project. The County has notified the State Engineer's Office, and additional state and federal permits will be filed as appropriate.

7. **Project Management and Execution. (10 points)**

   a. **Past performance in successfully completing and managing assistance agreements:**

      Doña Ana County (DAC) has a proven record of successfully managing and completing complex, multi-million-dollar infrastructure projects funded through state assistance programs. The County consistently demonstrates the ability to plan, execute, and close out projects within approved schedules and budgets while maintaining strict adherence to grant covenants and state fiscal requirements.

      Successful Project Completion

      - **Chaparral Wastewater Improvements Phase 2C (CIF-5165):** Completed and certified as placed in service on November 20, 2023. The project, supported by a $1.29 million Colonias Infrastructure Fund award, achieved 100 percent completion, with all funds accounted for and used in accordance with the grant agreement.
      - **Arsenic Treatment Facility (190-WTB):** Funded through a $5.12 million Water Trust Board award, this project was completed and placed in service on September 19, 2013, providing long-term compliance with federal and state drinking-water standards. DAC acted as fiscal agent and procurement office.
      - **Sleepy Farms Wastewater Collection System:** Reached Substantial Completion on June 22, 2023, with all construction work certified complete and documentation accepted by state partners.

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Effective Project Management and Financial Oversight

DAC employs disciplined fiscal controls and transparent record-keeping to manage each phase of project delivery. For the CIF-5165 project, local match contributions were tracked and verified through detailed expenditure reports, confirming $108,340.66 of the $144,076 match expended by closeout. The County routinely manages large-scale disbursements, such as Disbursement 18 for the Vado Wastewater System Extension (19-D2459-GF), which documented payments to contractors and engineering firms supported by itemized invoices and ledger confirmations.

This performance history illustrates DAC's strong internal coordination between the Engineering, Finance, and Procurement divisions, ensuring projects are delivered efficiently, fully compliant, and responsive to community needs.

b. History of meeting the reporting requirements of past assistance agreements:

Doña Ana County maintains an excellent record of **timely and accurate reporting** under previous assistance agreements. The County meets all program reporting obligations, including quarterly status updates, financial tracking, and final completion certifications, in accordance with NMED and NMFA requirements.

Submission of Status and Completion Reports

For the CIF-5165 project, a final status report covering the period October 1–December 31, 2023, was submitted and signed on January 30, 2024, confirming 100 percent completion and receipt of all closeout documentation. The Certificate of Completion was executed the same day by the County Manager. Similarly, for the Arsenic Treatment Facility (190-WTB), a Final Status Report verified completion of punch-list items and delivery of O&M manuals, satisfying all post-construction requirements.

Documentation of Financial Transactions and Disbursements

DAC's Finance Department maintains meticulous records of all disbursement requests and supporting documentation. For example, Requisition 11 for CIF-5165, submitted to NMFA in January 2024, included contractor invoices, proof of local match, and verification of payments. The County's internal logs confirm timely receipt and processing of vendor payments, including applications from J29 Enterprises and Bohannan Huston during November 2023 and February 2024.

Through these practices, DAC consistently demonstrates full compliance with reporting, documentation, and audit requirements, maintaining accountability and transparency in the administration of public funds. The County's performance record reflects a mature, well-managed organization capable of delivering high-quality outcomes under state and federally assisted programs.

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c. **Staff expertise/qualifications (including organizational experience), staff knowledge, and resources or the ability to obtain them, to achieve the goals of the proposed project:**

This team, assembled to lead the Request for Proposals (RFP) process and subsequent construction management for a large desalination plant, combines high-level county administration, extensive civil engineering, utility construction oversight, and operational and regulatory compliance expertise.

1. Strategic and Administrative Leadership

The team benefits from the leadership provided by Stephen A. Lopez, who offers executive-level strategic planning and administrative oversight. As the current Assistant County Manager, Mr. Lopez is responsible for coordinating and guiding the leadership of assigned units, including the Department of Public Works. Critically, his role includes working on special projects such as the expansion of the water utility, making him the ideal strategic lead for the desalination project.

Mr. Lopez also brings significant experience in high-level organizational management. As the former Interim County Manager, he held responsibility for operational services of the County, including final approvals for hiring, termination, contracting, and purchasing. This background is invaluable for coordinating the RFP process and executing the final contract with the selected construction company. Furthermore, his expertise includes strategic planning for critical infrastructures and coordinating with local, state, and federal partners on an ongoing basis.

2. Engineering, Construction, and Project Development

Daniel Sambrano provides the essential civil engineering and on-site construction management expertise necessary for developing the RFP's technical specifications and overseeing the physical construction.

Mr. Sambrano holds a Bachelor of Science in Civil Engineering Technology and Associates in Water Technology, along with State of New Mexico Wastewater Operator and Water Operator Level 4 certifications. His relevant experience includes:

- Utility Construction Management: He served as Utilities Manager (January 2018–January 2020), where he supervised all construction projects within the Utility Department. In this role, he also oversaw the operation of 4 wastewater treatment plants and 28 lift stations.
- Design and Planning: He worked as a Project Manager and Project Engineer, where he was the project lead for designs related to drainage, roadway, wastewater collection, water distribution, and natural gas systems. He ensured value engineering was applied and precise submittal of construction documents.
- Contractor and Field Oversight: He has a history of supervising the construction of projects in the field and working directly with contractors to resolve field issues. As a former Utility Inspector, he participated in the inspection of utility installations, including water distribution and wastewater collection systems.
- Financial and Regulatory Coordination (RFP Phase): Mr. Sambrano has managed departmental budgets and coordinated with state and federal agencies to obtain funding assistance via grants and loans, which is crucial during the initial project financing phase. He also reviewed and interpreted current and proposed legislation/regulations from the NMED and EPA affecting utility operations.

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3. Operational Expertise and Regulatory Compliance

Mireya Rascon brings specialized, certified operational proficiency, ensuring that the RFP requirements reflect real-world functionality and regulatory compliance.

Ms. Rascon holds Level 4 certifications in both Wastewater and Water Supply and an Associate of Water Technology. Her experience is focused heavily on compliance and daily operational management of critical water infrastructure:

- Compliance Management: As Utilities Manager (Interim, Feb 2025–Present), she is responsible for overseeing the operations and compliance of the wastewater treatment and collection systems throughout Dona Ana County. She ensures all required permits and testing is performed correctly, adhering to the Environmental Protection Agency (EPA) and New Mexico Environmental Department (NMED) regulations.
- Construction and Operational Integration: Her role involves overseeing the Utilities department construction projects and contractors. Her extensive background includes being involved in the startup of new wastewater treatment facilities, which will be vital for managing the transition from construction to operation of the desalination plant.
- Process Control and Testing: She has practical experience running required laboratory permit testing and guiding staff in operational process control changes to ensure high-quality effluent.
- Financial Oversight: She assists with yearly budget preparation for operations and oversees the Utilities Department's financial budget.

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Attachments

All attachment documents are required for an application to be considered complete. In some cases, Applicants may need to include additional documents to fulfill the requirements of the attachment section.

- Attachment 1: Signature Page
- Attachment 2: Completed Feasibility Study or Facility Plan
- Attachment 3: Construction Project Plans and Specifications

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Attachment 1: Signature Page

Attachment 1 is the signature page for the proposal. This form is to be printed and completed by hand, scanned and returned with the completed additional information requested.

NMED Strategic Water Supply Grant Program Proposal Supplemental Information Package

Applicant: _____

Project Title: _____

By signing below, the official declares the following:

- The truthfulness of all representations in the proposal;
- The individual signing the form has the legal authority to submit the proposal on behalf of the Applicant;
- There is no pending litigation that may impact the financial condition of the Applicant or its ability to complete the proposed project;
- The Applicant will comply with all grant terms and conditions if selected for funding; and
- The Applicant has legal authority to enter into an agreement with the State using a state provided agreement, not an Applicant's generated agreement.

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_____ _____
Name Title

_____ _____
Signature Date

Attachment 2: Feasibility Study or Facility Plan

For Construction project types, submit the completed Feasibility Study or Facilities Plan. The Feasibility Study or Facilities Plan should determine the need for the proposed water supply project, analyze the alternatives to meet the project objective, including non-desalination alternatives, select a desalination project as the preferred alternative, and identify the implementation steps for the project. It is expected that planning be completed to a level to proceed with design and construction of a project. There is no page limit for the plan.

1. NMED Feasibility Study ("NMED-Revised-Draft-Feasibility-Study-112224.pdf"):

New Mexico Environment Department. (2024). *New Mexico Strategic Water Supply Feasibility Study: Final Revised Draft* (Revised Draft, November 22, 2024).

2. Mesilla Basin PDF ("Mesilla_Basin_FBWQNM.pdf"):

Land, L. (2016). *Overview of fresh and brackish water quality in New Mexico* (Open-file Report 583). New Mexico Bureau of Geology and Mineral Resources.

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Attachment 3: Project Plans and Specifications

For Construction projects only, submit Preliminary Plans and Specifications or Final Plans and Specifications or for the proposed project. The Preliminary Plans should indicate, at a minimum, types and quantities of materials, dimensions, and location. A New Mexico registered civil engineer must prepare the Plans, Specifications, and Certification Statements. There is no page limit for the plans and specifications.

IDE Water Assets

Seven Seas

Mesa

CWCO

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DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Utilities Department	October 14, 2025
Initiating Department	**Meeting Date**
MIreya Rascon, Assistant Director, Utilities Department	14
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION AUTHORIZING AN APPLICATION FOR STRATEGIC WATER SUPPLY FUNDS IN THE AMOUNT OF $10 MILLION FOR STUDY AND CHARACTERIZATION OF BRACKISH WATER SOURCES IN AND AROUND THE MESILLA BASIN AQUIFER AND THE MOUNT RILEY AQUIFER, WITH MATCHING FUNDS OF UP TO $5 MILLION FROM THE COUNTY PURSUANT TO THE GRT SHARING AGREEMENT WITH PROJECT JUPITER.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approval of resolution authorizing application for up to $10,000,000 from the State's Strategic Water Supply; allocates match funds of $5,000,000 from gross receipts tax.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary; Resolution

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 10/6/2025
Mireya Rascon, Utilities Operations Manager	Approved - 10/10/2025
Asma Dawood, Finance Director	Approved - 10/10/2025
Stephen Lopez, Assistant County Manager	New -

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	10-14-2025
Agenda Item Title:	A Resolution approving application for $10,000,000 from Strategic Water Supply for brackish water aquifer study; committing $5,000,000 to match
Type of Action:	Approve Resolution
Fiscal Impact:	Dedicate $5,000,000 of $40,000,000 of Gross Receipts Tax rebate from Project Jupiter to match State funds
Strategic Plan Alignment:	Basic Needs for Health and Safety (water and wastewater)

Overview:

This Resolution will authorize the County Manager to apply for $10,000,000 in funding from the State's Strategic Water Supply (Round One) toward studying the Mesilla Basin and Mount Riley aquifers to determine the commercial viability of brackish water withdrawal and treatment to meet the regional water needs of the County. It dedicates $5,000,000 of the $40,000,000 of gross receipts tax rebate to be match the State funds. It authorizes the County Manager to sign all related documents.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and allow for application and assurances
- **Vote "NO" =** This will reject the resolution, stall current efforts, and delay improvements
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_____

A Resolution Authorizing Application for Funding from Strategic Water Supply for Desalination

WHEREAS, the Board of County Commissioners is in the process of dissolving the Joint Powers Agreement that established the Camino Real Regional Utility Authority (CRRUA); and

WHEREAS, upon dissolution Doña Ana County ("County") will be operating the water and wastewater services for the Santa Teresa Industrial Park, the Santa Teresa Port of Entry, and surrounding residential areas; and

WHEREAS, there is a need to ensure a stable, safe water supply for current and future customers; and

WHEREAS, studies conducted over the past seven (7) years by the Office of the State Engineer, New Mexico State University, and New Mexico Tech have shown that there is a substantial brackish water supply within the Mesilla Basin that could provide for the current and future needs of residents and businesses within the region both for the County-operated system, as well for treated water on a wholesale basis to other water utilities in the area; and

WHEREAS, the Mount Riley aquifer also has the potential to provide brackish water to support desalination efforts; and

WHEREAS, neither aquifer has been fully studied and characterized to determine their potential to support growth in the region, though studies and drilling are underway by the Office of the State Engineer in conjunction with their partner agencies; and

WHEREAS, the County has already issued a Request for Information to establish a public-private partnership to study the aquifers as part of a larger desalination effort; and

WHEREAS, the County has asked New Mexico State University and New Mexico Tech to partner in both developing the project; and

WHEREAS, the New Mexico Department of the Environment is sponsoring round one of the Strategic Water Supply Grant program;

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- The Board authorizes and directs the County Manager to apply for funding from the New Mexico Department of the Environment for an amount not to exceed $10,000,000 for the project titled **Santa Teresa Water Security Study** (**STWSS**) Project under the Strategic Water Supply Grant Program; and

- The Board agrees to dedicate $5,000,000 of the $40,000,000 guarantee of gross receipts tax rebates from Project Jupiter toward matching the Strategic Water Supply funding; and
- The Board hereby agrees and authorizes the County Manager to certify that the County has and will comply with all applicable state and federal statutory and regulatory requirements related to any federal and state funds received; and
- The County Manager is authorized to approve and sign all related documents.

PASSED and ADOPTED this 14nd day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

New Mexico Department of the Environment (NMED) Strategic Water Supply Grant Program

Supplemental Application Package – Feasibility Study

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Summary Information Cover Letter

New Mexico Department of the Environment
Strategic Water Supply Grant Program
Feasibility Study

i. **Project Title.** Santa Teresa Water Security Study (STWSS)

ii. **Applicant Name.** Doña Ana County

iii. **Eligible Entity Type.** County

iv. **Project Summary.**

Doña Ana County (DAC) proposes a $15 million feasibility study to locate and characterize brackish water aquifers on the West Mesa. The proposed study will build upon the existing New Mexico Strategic Water Supply Feasibility Study, developed by NMED Eastern Research Group in November 2024. The total cost of the project has been updated and reflects an investment of $5 million by DAC.

v. **Contact Information.**

Mireya Rascon, Operations Manager,
(575) 621-5084, mireyar@donaana.gov
845 N Motel Blvd, Las Cruces, New Mexico 88007

vi. **Project Location.** West Mesa of Doña Ana County, south of I-10, north of the international border.

vii. **Total NMED Funding Requested.** $10,000,000

viii. **Project Period.** 01/01/2026-01/01/2028

ix. **Program Objective Elements.**

Doña Ana County is pursuing a Feasibility Study that will be integral to the long-term success of brackish water desalination. Once funded through the Strategic Water Supply Grant, this project will build upon previous studies that aim to understand and characterize the region's brackish water resources within the Mesilla Basin and Mount Riley Aquifers. This project will provide the essential data needed to secure a strategic, long-term, and sustainable water supply by identifying and mapping viable brackish water sources. The project will confirm and expand upon previous estimates, such as a 2016 geological survey suggesting an 800-year supply of brackish water, and the 2024 study by NMED, by obtaining in-field measurements of depth, shape, and total dissolved solid counts at various aquifer levels.

x. **Cooperative Partners.**

Doña Ana County has engaged a wide range of partners to support the feasibility study. Private partners identified through the County's RFI process have shown willingness to partially finance and implement the study quickly once permits and funding are secured. Additionally, DAC would collaborate and work closely with NMSU and NM Tech.

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Key Contacts Form

Authorized Representative. This individual will receive grant agreement documents and is responsible for review and acceptance of the terms and conditions in the agreement documents, unless otherwise indicated.

Name		
Prefix:	First: Scott	Last: Andrews
	Middle:	Suffix:
Title		
County Manager		
Complete Address		
Street: 845 N Motel Blvd	City, State, Zip: Las Cruces, NM 88007	Country: USA
Phone Number		
575-525-5802		
Email		
scotta@donaana.gov		
Fax (optional)		
NA		

Payee. Individual authorized to accept payments.

Name		
Prefix:	First: Asma	Last: Dawood
	Middle:	Suffix:
Title		
Finance Director		
Complete Address		
Street: 845 N Motel Blvd	City, State, Zip: Las Cruces, NM 88007	Country: USA
Phone Number		
575-647-7214		
Email		
asmad@donaana.gov		
Fax (optional)		
NA		

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Feasibility Study Overview

Background Information

A feasibility study assesses the viability of a potential brackish water project, evaluates alternative solutions to achieve the project objectives, and determines the most suitable/preferred option for further action or investment. Feasibility studies can address several key areas to determine project viability, including technical feasibility, economic/financial feasibility, operational feasibility, and legal/regulatory feasibility. Feasibility studies should aim to advance planning to a stage where design, construction, or implementation of a brackish water treatment facility or project can commence.

Overview of Project Evaluation Criteria

See a detailed breakdown of the evaluation criteria in Appendix A. The final decision for the grant funding awards is at the discretion of NMED and may include allocations based on geography or other factors. NMED reserves the right to use other publicly available information to support proposal evaluation other than that provided in the proposal.

Feasibility Study Evaluation Criteria	Points
1. Project Summary and Technical Approach.	40
2. Budget Table and Description.	10
3. Environmental Benefits.	10
4. Outreach, Community Involvement, and Other Benefits to the Community.	15
5. Scientific Innovation.	5
6. Project Readiness.	10
7. Project Management and Execution.	10
Total	**100**

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Evaluation Process and Schedule

All grant applications will be reviewed by a committee. The committee is comprised of experts from the following agencies:

- New Mexico Environment Department (NMED)
- Office of the State Engineer (OSE)
- Economic Development Department (EDD)
- Indian Affairs Department (IAD)
- Department of Finance and Administration (DFA)
- New Mexico State University (NMSU)
- New Mexico Institute of Mining and Technology (NM Tech)

The final decision for the grant funding awards is at the discretion of NMED and may include allocations based on geography or other factors. NMED reserves the right to use other publicly available information to support proposal evaluation other than that provided in the proposal. NMED anticipates making selections in late November 2025 – early December 2025.

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Project Narrative: Feasibility Study

1. **Project Summary and Technical Approach. (40 points)**

   a. **Scope of work for the overall project, including project location:**
   Doña Ana County (DAC) proposes a $15 million feasibility study to locate and characterize brackish water aquifers on the West Mesa. This study is separate from the proposed desalination plant and reflects the recognition that one facility cannot meet the region's long-term needs. Its purpose is to identify additional aquifers and sites for future plants, ensuring DAC can support growing residential, commercial, and industrial demand.

   Energy Consumption and Sustainability and Other Criteria. The two-year project will deliver aquifer characterization, water quality data, and treatment options, directly informing future plant design. By identifying new water sources, DAC will reduce pressure on overstretched systems, support the Santa Teresa Port of Entry and Industrial Park, and unlock stalled housing and business growth/ Partnerships with NMSU and potentially New Mexico Tech will expand innovation and workforce training, ensuring benefits extend well beyond the study.

   b. **Goals and objectives of the project:**
   The goal of this feasibility study is to evaluate the southern Mesilla Basin and Mount Riley Aquifers in south Doña Ana County, including the Santa Teresa region, as a strategic source of deep brackish groundwater that can be treated through desalination to supplement New Mexico's freshwater supplies. This project directly supports the State's long-term water security and economic development objectives by identifying alternative water sources that reduce competition for limited freshwater resources, while enabling sustainable regional growth.

   The objectives of the study are to (1) locate and characterize deep brackish aquifers, (2) assess their potential yield and water quality, (3) evaluate suitable treatment technologies and regulatory pathways, and (4) develop an implementation strategy that includes technical, financial, and environmental considerations for future infrastructure development. These steps will provide the scientific and engineering foundation necessary to design and construct a regional desalination facility capable of providing a sustainable water supply for residential, commercial, and industrial users.

   The southern Mesilla Basin has been identified in the NMED Strategic Water Supply Feasibility Study as an area with high potential for brackish water development, with estimated volumes of at least 60 million acre-feet (approximately 20 trillion gallons) of brackish groundwater. However, data on deeper portions of the aquifer are limited, and additional exploratory drilling, testing, and analysis are required to determine suitable well locations, treatment methods, and disposal strategies.

   By advancing this feasibility study, Doña Ana County will take the first critical step toward diversifying water supplies in the Santa Teresa region. The study will lay the groundwork for long-term desalination infrastructure, supporting future population growth, industrial development, and cross-border economic activity, while safeguarding freshwater resources for agriculture and community use. This approach aligns with New Mexico's Strategic Water Supply Program by prioritizing alternative water development, sustainable resource management, and regional economic resilience.

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c. Environmental/Regulatory Compliance:

Environmental/Regulatory Considerations. DAC commits to meeting all state, federal, tribal, and local permitting requirements. A Notice of Intent will be filed with the State Engineer. Permits from NMED, BLM, and the State Land Office will also be secured as needed. Public participation is central, with bilingual meetings and broad outreach planned within two months of the award.

The feasibility study and exploratory wells project, which includes drilling test wells, will require compliance with all applicable state, federal, tribal, and local governmental standards and permit requirements. Doña Ana County is prepared to file a Notice of Intent (NOI) with the State Engineer's Office (OSE). Additional permitting may include the New Mexico Environment Department (NMED), permits for test well drilling, and water quality laboratory testing requirements. If discharge is involved, the Drinking Water Bureau and potentially the Surface Water Quality Bureau would be relevant. Since much of the West Mesa, where the study will occur, is Bureau of Land Management (BLM) and state-owned land, easements from these agencies will be required for the test wells. Depending on the extent of the disturbance, a National Environmental Policy Act (NEPA) environmental review may be required if the area exceeds one acre. Compliance with the Environmental and Historical Preservation Act may also necessitate cultural surveys. Public participation is a mandated component of grant projects. DAC plans to hold public meetings within two months of project approval and will conduct bilingual outreach through social media, flyers, and newspapers to ensure community engagement and transparency.

d. Workplan and Timeline:

Project Schedule and Timeline

The proposed feasibility study will be completed within 24 months of grant award through a focused program of exploratory well drilling and testing that builds upon existing studies and previously collected hydrogeologic data. By leveraging prior investigations and closely coordinating with state regulators, the County will expedite permitting and streamline fieldwork while maintaining technical rigor.

Months 1–4 | Project Initiation and Expedited Permitting

Following the grant award, the County will finalize consultant selection, develop a detailed work plan, and confirm exploratory well sites using data from previous studies and existing wells. Early coordination with the New Mexico Office of the State Engineer (OSE) and NMED will support an expedited permitting process, minimizing delays and ensuring regulatory compliance.

Months 3–6 | Community Engagement and Outreach

The County will initiate a structured outreach process to inform residents, businesses, and stakeholders about the project. Engagement will continue throughout the study to build transparency and support for future water infrastructure development.

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Months 5–12 | Exploratory Well Drilling and Testing

Deep exploratory wells will be drilled and tested in areas identified as high potential within the southern Mesilla Basin. Activities will include hydraulic testing, geophysical logging, and comprehensive water quality sampling to evaluate aquifer productivity, salinity levels, and overall suitability for desalination.

Months 10–16 | Data Analysis and Treatment Evaluation

Collected data will be analyzed to assess aquifer characteristics, treatment options, and disposal pathways for brine residuals. This work will inform the conceptual framework for a future desalination facility, ensuring compatibility with state regulatory pathways and technical feasibility requirements.

Months 15–20 | Draft Feasibility Study Preparation

The project team will prepare the draft feasibility report, including findings from well testing, treatment, and disposal assessments, cost estimates, and implementation strategies. The draft will undergo internal and agency review.

Months 20–24 | Public Review and Finalization

The draft study will be released for public comment and stakeholder review. Feedback will be incorporated into the final feasibility study, which will be submitted to NMED and other relevant agencies at the end of the 24-month period.

e. Technical adequacy and feasibility of the project:

Technical Capabilities. The study will drill exploratory wells and collect in-field aquifer depth, shape, and salinity measurements. Water quality and treatment analyses will identify viable aquifers and the best sites for industrial and community use. This work builds on prior research, including a 2016 USGS study, a 2017 and 2023 New Mexico Bureau of Geology presentation, a 2024 NM Interstate Stream Commission aerial survey, NMED November 2024 Feasibility Study. Findings will confirm the technical, environmental, and economic viability of using brackish water while preserving freshwater resources. This feasibility study will complement the ongoing OSE study within the Mesilla Basin and Mount Riley Aquifers.

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2. **Budget Table and Description. (10 points)**

   a. **Provide a summary of the project's budget. The Budget Table and Description below are provided as optional; the Applicant may use their own format as long as the elements below are covered:**

	Amount ($)
Personnel	
Fringe	
Travel	
Equipment	
Supplies	
Contractual	$15,000,000
Indirect	
Total NMED Funding Requested	$10,0000,000
Partner/Leveraged Funding Source #1 *Dona Ana County*	$5,000,000
Partner/Leveraged Funding Source #2 *[Description]*	
Total Project Cost	$15,000,000

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   b. **Budget justification/narrative:**
   The estimated cost is $15 million, based on DAC's 2025 RFI process, which identified private partners interested in supporting feasibility and future buildout. The results will provide essential data to secure a long-term water supply and attract future investment.

3. **Environmental Benefits. (10 points)**

   a. **Describe how the project will limit greenhouse gas emissions:**
   There is no direct anticipated impact on greenhouse gas emissions for this specific feasibility study and exploratory wells project. The activities involve drilling test wells and conducting measurements, which are not expected to significantly contribute to or reduce emissions. However, the project's indirect contribution to limiting greenhouse gas emissions is substantial, as it lays the groundwork for future, more sustainable water infrastructure. By identifying and characterizing a viable brackish water source, this study enables the subsequent development of a brackish water desalination plant that can integrate with nearby solar fields, eliminating the need for emergency water hauling, which generated

significant transportation emissions in December 2023 when existing water supplies were compromised. Optimize water delivery: A future plant informed by this study would likely be located on the West Mesa, allowing for a gravity-fed distribution system. This would significantly reduce pumping energy consumption, as water must be pumped uphill from Rio Grande wells to storage tanks.

b. Describe how the feasibility study may result in future projects that will increase or enhance local water supply or relieve pressure on freshwater demand:

The proposed feasibility study will lay the technical groundwork for developing deep brackish groundwater resources in the southern Mesilla Basin, particularly in the Santa Teresa region, as a new, sustainable source of treated water. By identifying productive aquifer zones and characterizing water quality, the study will enable the design of a future desalination facility capable of providing millions of gallons per day (MGD) of treated water.

This new water source would significantly reduce pressure on existing freshwater wells currently operated by the Camino Real Regional Utility Authority (CRRUA), which are already operating near capacity and have experienced water quality issues, including elevated pH levels. Current water demand in the Santa Teresa area is estimated at roughly 2.5–3 MGD, with demand expected to increase with new industrial developments (e.g., data centers) and approximately 5,000 new residential units planned near the industrial park. At typical household consumption rates (~300 gallons/day), these new homes alone represent nearly 1.5 MGD of additional demand.

Developing brackish water resources for treatment and distribution will diversify the region's water portfolio, provide drought-resilient supply, and create headroom in the freshwater system to support agriculture and municipal users. The feasibility study is the critical step toward this outcome, identifying the most viable aquifer zones, treatment technologies, and permitting pathways to bring this supply online.

c. Describe how the proposed feasibility study may result in future projects that will result in other environmental or sustainability benefits:

Future projects resulting from this feasibility study will provide long-term environmental and sustainability benefits by shifting new water demands away from stressed freshwater aquifers and the Rio Grande. New Mexico's major rivers, including the Rio Grande, are projected to experience a 16–28% reduction in flow over the next 50 years, driven by climate change and current usage patterns (NMED 2024). This decline will further constrain existing surface and groundwater supplies in southern New Mexico. By developing brackish water desalination capacity, the region will reduce reliance on vulnerable freshwater sources, help stabilize aquifer levels, and protect surface water resources during periods of prolonged drought.

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The feasibility study will support sustainable land use and economic growth by ensuring water is available to meet new residential and industrial demand without exacerbating groundwater depletion. It will also help reduce future conflicts between agricultural, municipal, and industrial users by creating a separate, dedicated water supply for economic development.

Additionally, the future desalination project is expected to incorporate renewable energy (e.g., solar) into its operations, reducing greenhouse gas emissions relative to conventional treatment and conveyance methods. By integrating environmental planning early—including aquifer testing, brine disposal strategies, and community engagement—future infrastructure will be designed with long-term sustainability, climate resilience, and regulatory compliance in mind.

4. **Outreach, Community Involvement, and Other Benefits to the Community. (15 points)**

   a. **How the project will benefit communities including employment opportunities, employment growth programs, and/or support for local businesses:**
   The feasibility study itself will have minimal direct impact on job creation or workforce training during the 24-month project period. Activities will primarily involve specialized consulting teams, drilling contractors, and technical experts conducting exploratory well drilling, water quality testing, and feasibility analyses. While this will create limited short-term contracting opportunities for local service providers and drilling companies, the larger community and economic benefits will occur in the long term through the projects this study enables.

   By identifying the location, depth, and characteristics of brackish groundwater in the southern Mesilla Basin, the study will provide the information necessary to design a future desalination facility capable of accessing trillions of gallons of brackish water. This future infrastructure will support smart, focused regional growth by supplying reliable water for new housing, commercial development, and industry—while protecting scarce freshwater aquifers.

   For example, Project Jupiter, a planned large-scale data center in the Santa Teresa area, represents a type of long-term economic investment that depends on a stable and diversified water supply. Future water projects stemming from this study could directly enable such developments, creating hundreds of high-quality jobs and supporting local businesses through supply chain and service contracts. In this way, while immediate employment impacts are modest, the feasibility study is a strategic investment that unlocks substantial future economic development potential for southern Doña Ana County.

   b. **Engagement with local residents who will be affected by the project:**
   Doña Ana County recognizes the importance of early and meaningful community engagement, even at the feasibility study stage. The County will implement a structured outreach strategy to inform and involve local residents, businesses, and community organizations throughout the planning process.

   Because this is a feasibility study rather than a construction project, its immediate impacts on local communities are minimal—there will be no large-scale construction, noise, or pollution. Outreach will focus on education, transparency, and early input, helping residents understand

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how the study will guide long-term solutions for safe, secure drinking water. Engagement will include public information sessions, presentations to community groups, targeted stakeholder briefings, and coordination with local utilities and economic development entities.

Key stakeholder groups include residents of the Santa Teresa area, the Camino Real Regional Utility Authority, local business associations, and regional economic development organizations. Early discussions have indicated broad support for pursuing alternative water supplies to meet future demand, and there are no known active, pending, or planned legal challenges related to this feasibility study. Potential third-party impacts are minimal at this stage, but outreach efforts will provide opportunities for concerns to be raised and addressed transparently.

This outreach approach will help build trust, identify community priorities early, and set the stage for future infrastructure development that reflects local input and support.

5. **Scientific Innovation (5 points)**

   a. **Describe how the project will employ new or innovative technology or practices in brackish water exploration, production and treatment:**
   While the project does not rely on experimental or cutting-edge technology, its innovation lies in how proven solutions are being applied to address an urgent regional challenge.

6. **Project Readiness (10 points)**

   a. **Are the necessary project documents complete to the point that the project could commence within 3 to 6 months of completing award?**
   The brackish water feasibility project in DAC is an actionable project that builds upon previous and ongoing research that identified high-potential brackish aquifers across the West Mesa in the border region. DAC has initiated and is prepared to coordinate with the New Mexico Bureau of Geology, OSE, and BLM regarding proposed exploratory well locations. Staff at DAC completed a Request for Information (RFI) process in August to explore public-private partnerships for locating and treating brackish water. The RFI process successfully identified potential partners and technologies for both the plant and feasibility phases, with one firm submitting a proposal that focused solely on feasibility. Next steps include securing land-use permits from the BLM and the State Land Office for drilling access, conducting hydrogeological investigations, and integrating economic development planning with water availability considerations. The feasibility study will characterize aquifers, assess water quality, analyze treatment options, and identify optimal locations for industrial use. The feasibility project will determine brackish water's technical, environmental, and economic viability while preserving scarce freshwater resources.

   The study will survey the West Mesa south of Interstate 10 and north of the international border, gathering in-field data on aquifer depth, shape, and salinity. DAC's project builds on prior work, including a 2016 U.S. Geological Survey suggesting an 800-year supply, a 2017 New Mexico Bureau of Geology and Mineral Resources presentation, and a 2024 aerial survey by the New Mexico Interstate Stream Commission.

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7. **Project Management and Execution. (10 points)**

   a. **Past performance in successfully completing and managing assistance agreements:**

   Doña Ana County (DAC) has a proven record of successfully managing and completing complex, multi-million-dollar infrastructure projects funded through state assistance programs. The County consistently demonstrates the ability to plan, execute, and close out projects within approved schedules and budgets while maintaining strict adherence to grant covenants and state fiscal requirements.

   Successful Project Completion

   - **Chaparral Wastewater Improvements Phase 2C (CIF-5165):** Completed and certified as placed in service on November 20, 2023. The project, supported by a $1.29 million Colonias Infrastructure Fund award, achieved 100 percent completion, with all funds accounted for and used in accordance with the grant agreement.
   - **Arsenic Treatment Facility (190-WTB):** Funded through a $5.12 million Water Trust Board award, this project was completed and placed in service on September 19, 2013, providing long-term compliance with federal and state drinking-water standards. DAC acted as fiscal agent and procurement office.
   - **Sleepy Farms Wastewater Collection System:** Reached Substantial Completion on June 22, 2023, with all construction work certified complete and documentation accepted by state partners.

   Effective Project Management and Financial Oversight
   DAC employs disciplined fiscal controls and transparent record-keeping to manage each phase of project delivery. For the CIF-5165 project, local match contributions were tracked and verified through detailed expenditure reports, confirming $108,340.66 of the $144,076 match expended by closeout. The County routinely manages large-scale disbursements, such as Disbursement 18 for the Vado Wastewater System Extension (19-D2459-GF), which documented payments to contractors and engineering firms supported by itemized invoices and ledger confirmations.

   This performance history illustrates DAC's strong internal coordination between the Engineering, Finance, and Procurement divisions, ensuring projects are delivered efficiently, fully compliant, and responsive to community needs.

   b. **History of meeting the reporting requirements of past assistance agreements**:
   Doña Ana County maintains an excellent record of **timely and accurate reporting** under previous assistance agreements. The County meets all program reporting obligations, including quarterly status updates, financial tracking, and final completion certifications, in accordance with NMED and NMFA requirements.

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Submission of Status and Completion Reports

For the CIF-5165 project, a final status report covering the period October 1–December 31, 2023, was submitted and signed on January 30, 2024, confirming 100 percent completion and receipt of all closeout documentation. The Certificate of Completion (Exhibit E) was executed the same day by the County Manager. Similarly, for the Arsenic Treatment Facility (190-WTB), a Final Status Report (Exhibit C) verified completion of punch-list items and delivery of O&M manuals, satisfying all post-construction requirements.

Documentation of Financial Transactions and Disbursements

DAC's Finance Department maintains meticulous records of all disbursement requests and supporting documentation. For example, Requisition 11 for CIF-5165, submitted to NMFA in January 2024, included contractor invoices, proof of local match, and verification of payments. The County's internal logs confirm timely receipt and processing of vendor payments, including applications from J29 Enterprises and Bohannan Huston during November 2023 and February 2024.

Through these practices, DAC consistently demonstrates full compliance with reporting, documentation, and audit requirements, maintaining accountability and transparency in the administration of public funds. The County's performance record reflects a mature, well-managed organization capable of delivering high-quality outcomes under state and federally assisted programs.

c. Staff expertise/qualifications (including organizational experience), staff knowledge, and resources or the ability to obtain them, to achieve the goals of the proposed project:
The team assembled to lead the Request for Proposals (RFP) process and subsequent management for the feasibility study combines high-level county administration, extensive civil engineering, utility construction oversight, and operational and regulatory compliance expertise.

1. Strategic and Administrative Leadership

The team benefits from the leadership provided by Stephen A. Lopez, who offers executive-level strategic planning and administrative oversight. As the current Assistant County Manager, Mr. Lopez is responsible for coordinating and guiding the leadership of assigned units, including the Department of Public Works. Critically, his role includes working on special projects such as the expansion of the water utility, making him the ideal strategic lead for the feasibility project.

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2. Engineering, Construction, and Project Development

Daniel Sambrano provides the essential civil engineering and on-site construction management expertise necessary for developing the RFP's technical specifications and overseeing the physical construction.

Mr. Sambrano holds a Bachelor of Science in Civil Engineering Technology and Associates in Water Technology, along with State of New Mexico Wastewater Operator and Water Operator Level 4 certifications. His relevant experience includes:

- Utility Construction Management: He served as Utilities Manager (January 2018–January 2020), where he supervised all construction projects within the Utility Department. In this role, he also oversaw the operation of 4 wastewater treatment plants and 28 lift stations.
- Design and Planning: He worked as a Project Manager and Project Engineer, where he was the project lead for designs related to drainage, roadway, wastewater collection, water distribution, and natural gas systems. He ensured value engineering was applied and precise submittal of construction documents.
- Contractor and Field Oversight: He has a history of supervising the construction of projects in the field and working directly with contractors to resolve field issues. As a former Utility Inspector, he participated in the inspection of utility installations, including water distribution and wastewater collection systems.
- Financial and Regulatory Coordination (RFP Phase): Mr. Sambrano has managed departmental budgets and coordinated with state and federal agencies to obtain funding assistance via grants and loans, which is crucial during the initial project financing phase. He also reviewed and interpreted current and proposed legislation/regulations from the NMED and EPA affecting utility operations.

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3. Operational Expertise and Regulatory Compliance

Mireya Rascon brings specialized, certified operational proficiency, ensuring that the RFP requirements reflect real-world functionality and regulatory compliance.

Ms. Rascon holds Level 4 certifications in both Wastewater and Water Supply and an Associate of Water Technology. Her experience is focused heavily on compliance and daily operational management of critical water infrastructure:

- Compliance Management: As Utilities Manager (Interim, Feb 2025–Present), she is responsible for overseeing the operations and compliance of the wastewater treatment and collection systems throughout Dona Ana County. She ensures all required permits and testing is performed correctly, adhering to the Environmental Protection Agency (EPA) and New Mexico Environmental Department (NMED) regulations.
- Construction and Operational Integration: Her role involves overseeing the Utilities department construction projects and contractors. Her extensive background includes

being involved in the startup of new wastewater treatment facilities, which will be vital for managing the transition from construction to operation of the desalination plant.

- Process Control and Testing: She has practical experience running required laboratory permit testing and guiding staff in operational process control changes to ensure high-quality effluent.
- Financial Oversight: She assists with yearly budget preparation for operations and oversees the Utilities Department's financial budget.

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Attachments

All attachment documents are required for an application to be considered complete. In some cases, Applicants may need to include additional documents to fulfill the requirements of the attachment section.

- Attachment 1: Signature Page
- Attachment 2: Plan of Study for Feasibility Study

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Attachment 1: Signature Page

Attachment 1 is the signature page for the proposal. This form is to be printed and completed by hand, scanned and returned with the completed additional information requested.

NMED Strategic Water Supply Grant Program Proposal Supplemental Information Package

Applicant: _____

Project Title: _____

By signing below, the official declares the following:

- The truthfulness of all representations in the proposal;
- The individual signing the form has the legal authority to submit the proposal on behalf of the Applicant;
- There is no pending litigation that may impact the financial condition of the Applicant or its ability to complete the proposed project;
- The Applicant will comply with all grant terms and conditions if selected for funding; and
- The Applicant has legal authority to enter into an agreement with the State using a state provided agreement, not an Applicant's generated agreement.

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_____ _____
Name Title

_____ _____
Signature Date

Attachment 2: Plan of Study for Feasibility Study

Proposed feasibility studies are to include a brief plan of study as part of the application. NMED is providing the below information to Applicants as example elements to reflect in their proposed plan of study for the feasibility study. There is no page limit for the plan of study:

1. Service Area Description

The proposed feasibility study will evaluate the southern Mesilla Basin, Mount Riley Aquifers and West Mesa of Doña Ana County as a strategic source of deep brackish groundwater for future desalination and regional water supply. The service area for future infrastructure includes southern Doña Ana County, specifically the Santa Teresa and Sunland Park regions, which are experiencing rapid residential and industrial growth. This area plays a critical role in cross-border trade and economic development, yet faces growing water supply constraints from limited freshwater resources.

2. Service Area and Potential Facility Location

The study will evaluate potential facility locations on the West Mesa of Doña Ana County, south of Interstate 10 and north of the U.S.–Mexico international border. This location provides proximity to major transportation corridors, industrial development zones, and the Santa Teresa Port of Entry. A map of the service area and potential facility location will be included as an attachment to this application.

3. Potential Sources of Brackish Water

The feasibility study will focus on deep brackish aquifers within the Mesilla Basin and West Mesa as the primary sources for future desalination. These aquifers are estimated to contain at least 60 million acre-feet of brackish water. The study will evaluate aquifer depth, yield, water quality, and hydrogeologic characteristics through exploratory drilling and analysis of existing well data, with particular focus on areas identified by previous NMED and USGS studies as having high potential.

4. Potential Alternatives and Cost-Effectiveness

The study will consider a range of alternatives to meet future water supply needs. While produced water will be acknowledged, its evaluation will be limited due to high salinity, treatment complexity, and availability. The primary focus will be on deep brackish groundwater desalination, with municipal wastewater treatment and reuse examined as a complementary option. A comparative cost-effectiveness analysis will be performed for each alternative to identify the most viable long-term water supply strategies.

5. Evaluation of Economics, Environmental and Social Factors, and Technical Feasibility

The study will evaluate economic feasibility through cost estimation of well development, treatment technologies, brine management, and infrastructure. Environmental and social factors will be assessed to ensure alignment with state climate goals and community priorities. Technical feasibility will include water quality testing, treatment technology assessments, regulatory considerations, and disposal options. Alternatives will be analyzed for their potential to increase the regional water supply, reduce reliance on freshwater aquifers, and limit greenhouse gas emissions by integrating renewable energy sources (e.g., solar) where feasible.

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6. Environmental, Technical, and Institutional Issues

The study will identify and address environmental constraints, including permitting for exploratory wells and injection, NEPA applicability, and brine disposal pathways. Technical considerations will include treatment technology selection, well siting, and infrastructure planning. Institutional issues—such as interagency coordination with OSE, NMED, local utilities, and regulatory frameworks—will be examined to anticipate and resolve potential obstacles early in the planning process.

7. Public Participation and Stakeholder Involvement

Doña Ana County will implement a structured outreach and stakeholder engagement plan modeled after the STAR Project. Activities will include public information sessions, targeted stakeholder meetings, and regular updates through an advisory committee composed of local government representatives, utilities, business associations, and community organizations. Outreach will emphasize education and transparency, helping build community support and input early in the planning process.

8. Schedule of Major Tasks

The feasibility study will be completed over a 24-month period following the grant award. Key tasks include:

- Months 1–4: Project initiation, expedited permitting, consultant procurement, and site selection
- Months 3–6: Community engagement and stakeholder outreach
- Months 5–12: Exploratory well drilling and aquifer testing
- Months 10–16: Data analysis, treatment and disposal evaluation, cost analysis
- Months 15–20: Draft feasibility study preparation and agency review
- Months 20–24: Public review, final revisions, and submittal of the final study

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DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Engineering and Roads Department	October 14, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	15
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD A SOLE SOURCE CONTRACT TO WILSON & COMPANY, INC. FOR ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE INDUSTRIAL DRIVE GRADE SEPARATION PROJECT IN THE AMOUNT OF $1,900,517.85.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board is asked to approve a Sole Source contract with Wilson & Company Inc. for Engineering and Construction Administration services for the Industrial Grade Separation project. A Sole Source justification was posted on the County's website, and no protests were received in the required 30-day period. Staff recommend that the Board approve the Sole Source contract with Wilson & Company Inc., for the project to completion and delegate signature authority to the County Manager for all related contract documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Sole Source Procurement Justification
Sole Source Contract

SUMMARY OF FINANCIAL IMPACT

$1,900,517.85-SC-047/CC-051/F-201/GR000581/P-0000290

ADMINISTRATIVE REVIEW AND APPROVAL

Cindy Beakley, Administrative Assistant	Created/Initiated - 9/11/2025
Dan Sambrano, Roads Superintendent	Approved - 9/29/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Michael Perez, Purchasing Manager	Approved - 10/6/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** No **Deadline for Return:**

Doña Ana County

Engineering-Road Department

Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Sole Source Contact Award for the Industrial Grade Separation Project.

Overview:

Doña Ana County awarded a contract to Wilson & Company Engineering on March 8, 2022, from a Request for Proposal (RFP) process for the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. For the past several years, Wilson & Company Engineering has worked diligently with Doña Ana County on the professional design for the construction of the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. The design is 100% complete and with construction anticipated to begin in December 2025-January 2026. The contract with Wilson & Company Engineering for professional engineering services has expired and it is prudent they complete construction management services as the engineer of record for the project.

Action Requested: Doña Ana County Engineering-Road staff is requesting that the Board award the sole source contract and to delegate signature authority to the County Manager for all associated documents.

"SOLE SOURCE" PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Public Works – Engineering / Roads

1. Name of product or service: Construction Administration Services
2. Name of product manufacturer: Engineering and Construction Administration Services
3. Name of "sole" product supplier or service provider: Wilson & Company, Inc.
4. Describe in general terms the product/service you are requesting and the intended application.

   Wilson & Company will provide engineering and construction oversight for the construction of the Industrial Drive Grade Separation project. The engineer of record will be responsible for reviewing the contractors' schedule, shop drawings, submittals, pay applications, field observations, material testing, etc. as well as ensuring the project is built per plan / specifications.

5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services.

   Wilson & Company has successfully guided this project through the Federal Railroad Administration (FRA) process for the study and design. They have an extensive history with the project that is unmatched and necessary to complete the project without delay. The current County staff is not familiar with the engineering design or process needed to complete this project without Wilson & Company. Hiring of another company would require extensive onboarding and would not assure continuity, while simultaneously increasing the chance of errors in the project management and completion.

6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).

   Other engineering firms could not complete the construction services because it would lead to delays as well as unnecessary costs for the County. The project has an FRA funding deadline for the funds to be expended, and other providers do not have the history of the project to successfully continue and complete the construction portion.

7. What product supplier or service provider has your department used until now to satisfy similar requirements?

Wilson & Company has been the sole firm working on this project from inception to now. Construction Management will be the project close out stage.

Signature of Department Head

7/18/25
Date

(Attach Quote and Use Additional Sheets As Necessary)
**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met. Completing this form does not guarantee approval of this type of procurement.

Doña Ana County Memorandum

TO: Michael Perez, Purchasing Manager

THRU: Stephen Lopez, Assistant County Manager

FROM: Cindy Beakley, Administrative Assistant

DATE: 7/17/2025

SUBJECT: RCE Project 69A36525420350RECNM

Doña Ana County awarded a contract to Wilson & Company Engineering on March 8, 2022, from a Request for Proposal (RFP) process for the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. For the past several years, Wilson & Company Engineering has worked diligently with Doña Ana County on the professional design for the construction of the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. The design is 100% complete, with construction anticipated to begin in November 2025. The contract with Wilson & Company Engineering for professional engineering services has expired and it is prudent they complete construction management services as the engineer of record for the project.

Section 13-1-126 NMSA 1978 states in pertinent part that:

> "A. A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office determines, in writing, that:
>
> (1) there is only one source for the required service, construction or item of tangible personal property;
>
> (2) the service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and
>
> (3) other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.
>
> B. The state purchasing agent or a central purchasing office shall use due diligence in determining the basis for the sole source procurement, including reviewing available sources and consulting the using agency, and shall include its written determination in the procurement file"

In order to maintain the integrity of the design and not compromise the Engineer's liability, it is necessary for Doña Ana County to continue to use Wilson & Company Engineering's engineering services for construction management. Further, it would not be fiscally responsible to issue a new RFP. Therefore, Wilson & Company Engineering is the sole source entity to provide construction management services for this project, and we are requesting authorization to proceed with continuing the use of Wilson & Company Engineering for this project.

7/18/25

Stephen Lopez, Assistant County Manager

WILSON &COMPANY
HIGHER RELATIONSHIPS

414 N Main Street, Suite A
Las Cruces, NM 88001
575 527 9257 p
575 527 9258 f
wilsonco.com

June 26, 2025

Stephen Lopez, Assistant County Manager
Dona Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Re: Task Order Proposal Industrial Drive Grade Separation - *Construction Administration Services*
Procurement: Contract No 22-015
Funding Source: FRA RCE Grant

Dear Mr. Lopez,

Thank you for allowing Wilson & Company, Inc., Engineers & Architects (Wilson & Company) to submit this proposal. We understand Dona Ana County is requesting professional construction observation and administration services with materials testing for the Industrial Drive Grade Separation Project.

The scope and fee proposal below are based upon a 365 Calendar Day (52 week) construction schedule to Substantial Completion and 42 additional Calendar Days for Final Completion providing project management, full-time field observation, materials testing (field and lab), field engineering and administrative office support.

Team Experience: The project construction administration team is led by Todd Gonzales, Construction Administration Manager, and supported by Conrad Ley, P.E., Christie Soulsby, P.E., Brittney Green E.I., and local Certified Field Observers. Our Team has years of industry experience within civil highway and bridge construction.

Task Description

1. Pre-Construction

a. Schedule, conduct, document, and summarize the pre-construction meeting with distribution of meeting minutes.
b. Solicit, evaluate, review/approve, and document pre-construction submittals, subcontract packages, shop drawings and any other required contractor pre-construction documents.

2. Construction Administration and Observation

a. Conduct monthly progress meetings with field review - prepare and distribute meeting agenda and meeting minutes.
b. Review and approve project documentation and submittals including source books, certificates of compliance, payrolls, subcontracts, traffic control diary, quality control plan and testing reports.
c. Daily Project Management: Coordination with on-site observer, material testing technician and testing laboratory. Review subcontracts, material submittals, construction reports, construction schedule, traffic control plan(s), track and monitor contract time, budget, process request for information (RFI's), change orders and

monthly pay applications. Interpretation of plans and specifications. Notice of Construction Status including project start, suspensions, partial suspensions, resume, substantial completion, and physical completion.

d. Daily Construction Site Observation- Full-time observation for 365 Working Days (52 weeks, 40 hours per week): Prepare daily written and photo documentation construction reports, bulletin board inspections, coordinate material testing, review material testing credits and review traffic control w/logbook, review SWPPP, track contract items by measuring and computing installed material quantities and documenting in Project Source book (electronic). Enforce project conformance of plans and specifications.
e. Provide proactive construction management and oversight of contractor's daily progress to identify any potential problems as early as possible working to avoid Contract Time extensions. Any identified problems that could delay Contract Time will be immediately addressed and brought to the attention of the appropriate parties to ensure quick resolution.
f. Maintain public relations, including preparation of public service announcements for publication.
g. Enforce contractor compliance with EEO requirements and control of materials.
h. Maintain project electronic files.
i. Review and process contractor pay applications and cross reference source book, dairies, and material haul tickets.

3. **Acceptance Material Testing Scope of Work**
   a. On-Site Material Testing
      - In Place Moisture and Density Testing with Nuclear Densometer
        i. Embankment/Subgrade
        ii. Base Course
        iii. Foundation - drainage structures
        iv. Backfill - drainage structures
        v. Hot Mix Asphalt (HMA) – Correlated In-place Nuclear Density
      - Concrete Testing – Drainage Structures
        i. Slump, unit weight, air content and temperature
   b. Laboratory Material Testing –Provided by Geo-Test, Inc. (Subconsultant)
      - Soil classifications – Subgrade, Backfill and Base Course
      - Modified proctor testing – Subgrade, Backfill and Base Course
      - Concrete compressive strength cylinders and fine and coarse aggregate sieve analysis
      - HMA - % Air Voids, Asphalt Content & pavement cut samples (cores)
   c. Administrative
      - Generate test reports for the on-site testing
      - Schedule and document all Laboratory testing

4. **Project Close-Out**
   a. Conduct preliminary and final walk-through meetings including completion conference, develop, and distribute punch list and meeting minutes.
   b. Perform Daily Construction Site Observation- As needed observation for 6 weeks, (24 hours/week) from Substantial Completion to Final Acceptance.

c. Prepare final close out package to include Engineer Certification of Work and Materials.
d. Physical Completion, Release of Retainage, Final Payment review and Final Acceptance.
e. Package all hard and electronic construction documentation/records and deliver to County.

Compensation: We may complete this work at a Lump Sum fee of $1,900,517.85, including NMGRT.

Schedule: 58 weeks total. 52 weeks, (365 calendar days) for Substantial Completion and 6 weeks, (42 calendar days) for project completion per the awarded construction schedule.

Disclaimer: *"Notwithstanding its periodic observation of the work, Wilson & Company will not be liable or responsible for the Contractor's failure to perform the work in strict accordance with the requirements of the Construction Documents (e.g., plans, specifications, approved submittals, etc.). Wilson & Company has no control over, charge of, and will not be responsible for, the acts or omissions of the Contractor or its subcontractors."*

If the scope of work and fee is acceptable, please sign and return a copy. Please feel free to call me at my mobile no. 505-205-4445 with any questions or comments. We look forward to working with you on this very important project.

Thank you,
WILSON & COMPANY

Conrad Ley, PE
Associate Vice President

Stephen Lopez, Assistant County Manager Date

Attachments: 1) Exhibit "A" – Man hour Detail

Exhibit 'A' Labor-hour Breakdown
Dona Ana County - Industrial Avenue Overpass Bridge - Construction Administration Services
Prepared by Wilson & Company Inc. Engineers & Architects

Job Description/ Personnel	P6 Civil Engineer (LICENCED)	P3 Civil Grad. Engineer (UNLIC)	OD5 ACAD Senior Drafter	FC7 Construction Manager	FC5 Construction Observer	FC3 Construction Observer	AD3 Clerical
Rate:	$273.00	$174.00	$162.00	$242.00	$177.00	$115.50	$108.00
Project Start Up							
CM Project file set up				4			8
Internal Kick off Meeting (Roles and Responsibilities)	2	2	2	2	2	2	2
Internal Kick off Meeting Minutes				1			1
Prepare Owner-Contractor Documents, NOA, NTP, Bonds, etc.		16		4	16		8
Pre-Construction Meeting including preparation of meeting agenda, Utility Owner Coordination, Contractor, etc. to include 2 hr. roundtrip travel	4	4		8	4	4	8
Pre-Construction Meeting Minutes & Distribution		2		1			2
Total Start-Up Labor Hours:	6	24	2	20	22	6	29
Unit Cost:	$1,638.00	$4,176.00	$324.00	$4,840.00	$3,894.00	$693.00	$3,132.00
						Total Start-Up Labor Cost:	**$18,697.00**
Project Management & Construction Observation							
Project Observation: Full-time Construction Observer x 2 @ 40 hrs./wk ea. for 365 Calendar Days (52 weeks), includes daily documentation and 2 hour roundtrip travel time	200	400			2600	2600	
Project Management (Material Submittals, RFI's, Contract Time, Change Order Review/Approval & Testing Credits Review/Certification): 10 hrs./wk. for 52 weeks, and 5 hrs./wk. clerical with 80 hrs. engineer support for project	80	80		520			260
Monthly PM/Engineering Field Review/Progress meeting (2 hr. plus 2 hr. roundtrip travel time) (12 meetings)	48	48		60			48
Monthly Progress Meeting Minutes & Distribution (12 Meetings)				12			12
Documentation Review, File Management (Certified Pay Roll, Employee Wage Interviews & Construction reports) 2 hrs./wk. + 5 hrs./wk. clerical support for 52 weeks				104			260
Pay Applications, processing & approval (2 hrs./ea. Plus 4 hr clerical support x 12)				24			48
Plans/Drawings/Support	24	40	80	8			40
Quarterly FRA Reporting and Review (12 hr./qtr., 5 total)	20			20	20	20	16
Total Project Management & Observeration Labor Hours:	372	568	80	748	2620	2620	684
Unit Cost:	$101,556.00	$98,832.00	$12,960.00	$181,016.00	$463,740.00	$302,610.00	$73,872.00
						Total Project Management & Construction Observation Labor Cost:	**$1,234,586.00**
Project Close-Out							
Part-Time Construction Observation: 24 hrs./wk for 6 Weeks. Substantial to Final Completion (Punch-list)					144		
Preliminary Substantial Completion project walk through inspection and development of punch list items/reporting to include 2 hour roundtrip travel	8			8	8	8	6
Final project walk through inspection. Includes 2 hr.roundtrip travel and reporting	4			6	4	4	6
Review and Certify Contractor's Post Construction Plans	2	8	16	4	8	8	4
Final Pay Application, processing & approval (2 hrs./ea. + 4 hr clerical support x 1)				2			4
Project Certification/Documentation	16	24		16			8
Project Close Out/Reimbursement package	40	60		40	60		40
Total Project Close-Out Labor-hours:	70	92	16	76	224	20	68
Unit Cost:	$19,110.00	$16,008.00	$2,592.00	$18,392.00	$39,648.00	$2,310.00	$7,344.00
						Total Project Close-Out Labor Cost:	**$105,404.00**
						Total Project Labor Cost	**$1,358,687.00**
Sub-Consultants & Expenses							
Quality Assurance - Materials Laboratory Testing							
Concrete, Asphalt, Aggregates and Soils Sampling and Laboratory Testing, provided by Geo-Test, Inc.							$ 225,000.00
Quality Assurance - Structural Steel Special Inspections							
Structural Steel - Bolting and Welds Special Inspections							$ 115,000.00
						Total Sub-Consultant:	**$ 340,000.00**
CO Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site), 7 days a week for 52 weeks to Substantial Completion X:							$ 52,416.00
CO Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site),3 Days a week for 6 weeks to Final Completior							$ 1,296.00
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site), Monthly Progress Meetings (12 Meetings							$ 864.00
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles (LC-Site), Substantial Completion Walk-Thru Meeting							$ 72.00
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles (LC-Site), Final Completion Walk-Thru Meeting							$ 72.00
						Total Expenses	**$ 54,720.00**
						Proposed Project Cost w/o NMGRT	**$1,753,407.00**
						NMGRT @ 8.39%	$ 147,110.85
						Proposed Total CA Services Project Cost with NMGRT	**$ 1,900,517.85**

Thank you for your submission.
The procurement will be reviewed by one of our buyers.
In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

- if the parties to the proposed contract change;
- if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and
- if the contract amount changes.

Print

Agency :	C0009 - DONA ANA COUNTY
Procurement Number :	60-C0009-25-CP354
Next Step :	REVIEW
Uploaded Files :	Sole Source Determination: Wilson and Company_Sole Source_Request.pdf
Completed date :	Friday, July 18, 2025 4:34 PM
Completed by :	Michael Perez



Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Friday, July 18, 2025 4:34 PM
To: Michael Perez
Subject: State of New Mexico :: Sole Source / Emergency Submission

Greetings,

Your Sole Source/Emergency Procurement request has been SUCCESSFULLY SUBMITTED and is pending State Purchasing Division approval for posting to the GSD Website. Once approved, you will receive an email notification advising that your request has been posted. Please keep the document number referenced below in a convenient place. You will need this number to search the Sole Source/Emergency website for status updates to your request.

Document Number ID: 60-C0009-25-CP354

For Sole Sources:

In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

(1) If the parties to the proposed contract change;

(2) if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and

(3) if the contract amount changes.

Please email all inquiries to:GSD.SPDInfo@state.nm.us.

Sincerely,

General Services Department

State Purchasing Division

Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Thursday, August 21, 2025 12:01 AM
To: Michael Perez
Subject: Sole Source #60-C0009-25-CP354 - 30 Days

Your Sole Source #**60-C0009-25-CP354** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

CONTRACT #
Effective Date: _____

DOÑA ANA COUNTY CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

Contractor Legal Name: Wilson & Company, Inc.

Services Summary Description: Engineering and Construction Administration Services

Initial Period of Performance shall be through: To Completion

Pre-GRT, Total Annual Charges to this contract may not exceed: $1,753,407.00

This Contract complies with New Mexico and County procurement requirements as follows: __

☐ RFP # _____, ☐ Under $150,000/yr **or** ☐ BOCC approval date _____

☐ Bid # _____, ☐ Under $150,000/yr **or** ☐ BOCC approval date _____

☐ "Qualified" Professional Service, Under $60,000 annually. Qualifications attached.

☐ Three Written Quotes under $60,000 annually. ☐ Quotes under $20,000 annually.

☑ Other: Revenue; non-financial MOA; or NMSA 13-1-126 Sole Source approved 8/18/2025

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Doña Ana County Government	Contractor:Wilson & Company, Inc.
Department:Engineering	ATTN:
ATTN:Cindy Beakley	Title:
Street: 845 N. Motel Blvd.	Street:
City, State, Zip: Las Cruces, NM 88007	City, State, Zip:
Phone:575-525-6164	Phone:
Fax:	Fax:
Cell:	Cell:
Email:cindyb@donaana.gov	Email:

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

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For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s or service(s available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence effective date **or date of last signature**, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to NA additional years, not to exceed a total of NA years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made within thirty (30) days upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

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ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603 and the Immigration Act of 1990 (Public Law 101-649 regarding employment verification and retention of verification forms for any individual(s hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202, as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin, 45 CFR Part 84 (relating to handicap, 45 CFR Part 86 (relating to sex, and 45 CFR Part 91 (relating to age.

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

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ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA" in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA.

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all third party claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's negligent, intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s of Insurance, must provide a new current Certificate(s no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 21 - NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no customer or practice of the parties at variance with the terms hereof, not any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

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ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6 years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra.*

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Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

ARTICLE 32 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.

b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

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SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

DOÑA ANA COUNTY:

Wilson & Comapany, Inc.

Scott Andrews
County Manager

Date: _____

Date: _____

* * * * * * * *

Contractor's NM Taxation and Revenue Department ID Number:_____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

Section I, Appendix A
Title VI Plan Compliance

Title VI Policy Statement

Doña Ana County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Doña Ana County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Doña Ana County program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

CONTRACTOR COMPLIANCE:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Doña Ana County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Doña Ana County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Doña Ana County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Doña Ana County to enter into any litigation to protect the interests of Doña Ana County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACTOR COMPLIANCE WITH STATUTES AND AUTHORITIES:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), {prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, {29 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, {29 U.S.C. § 794 *et seq.),* as amended, {prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),*(prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded ornot);
- Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et* seq.

ATTACHMENT A

Wilson & Company, Inc.

INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS

I. INSURANCE

Contractor shall provide a current Certificate of Insurance (COI) documenting coverage specified below and naming Doña Ana County (County) as Additional Insured (AI) where applicable. Contractor is required to maintain a current COI on file with the County Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

	Standard Insurance	**Limits Not Less Than**
X	Commercial General Liability (AI)	$1,000,000/$2,000,000
	Automobile Liability	$1,000,000/$2,000,000
X	Worker's Compensation as required by State Law	As required by Law
	Excess/Umbrella	$5,000,000
X	Professional Liability / Errors & Omissions	$1,000,000/$2,000,000
	Cyber Liability	$1,000,000/$3,000,000
	Property	$5,000,000
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	Specialized Insurance	
	Inland Marine	$1,000,000
	Garage Keeper's Liability	$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	$1,000,000
	Pollution	$1,000,000/$3,000,000
	Other / Specify:	

II. SCOPE OF SERVICES

Doña Ana County (County) Goad and Guiding Principal 6, Infrastructure states "Roads, utilities, flood control structures, public facilities, and other infrastructure systems will be planned, built and maintained to address critical needs and maximize economic viability for government entities, taxpayers and businesses."

In support of this principle, Wilson & Company, Inc. (Contractor) is being awarded a sole source contract to provide engineering and construction oversight for the construction of the Industrial Drive Grade Separation project. The engineer of record will be responsible for reviewing the contractor's schedule, shop drawings, submittals, pay applications, field observations, material testing, etc. as well as ensuring the project is built per plan/specifications.

Doña Ana County awarded a contract to Wilson & Company Engineering on March 8,

2022, from a Request for Proposal (RFP) process for the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. For the past several years, Wilson & Company Engineering has worked diligently with the County on the professional design for the construction of the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. The design is 100% complete, with construction anticipated to begin in November 2025. The contract with Wilson & Company Engineering for professional engineering services has expired and it is prudent they complete construction management services as the engineer of record for the project.

The Contractor has successfully guided this project through the Federal Railroad Administration (FRA) process for the study and design. They have an extensive history with the project that is unmatched and necessary to complete the project with delay. The current County staff are not familiar with the engineering design or process needed to complete this project with Wilson & Company, Inc. Hiring another company would require extensive onboarding and would not ensure continuity, while simultaneously increasing the change of errors in the project management and completion.

A. Description of Services and Deliverables

Services shall include, but not be limited to, the following:

1. Pre-Construction

a. Schedule, conduct, document, and summarize the pre-construction meeting with distribution of meeting minutes.

b. Solicit, evaluate, review/approve, and document pre-construction submittals, subcontract packages, shop drawings and any other required contractor pre-construction documents.

2. Construction Administration and Observation

a. Conduct monthly progress meetings with field review – prepare and distribute meeting agenda and meeting minutes.

b. Review and approve project documentation and submittals including source books, certificates of compliance, payrolls subcontracts, traffic control diary, quality control plan and testing reports.

c. Daily Project Management: Coordination with on-site observer, material testing technician and testing laboratory. Review subcontracts, material submittals, construction reports, construction schedule, traffic control plan(s), track and monitor contract time, budget, process request for information (RFI's), change orders and monthly pay applications. Interpretation of plans and specifications. Notice of Construction Status including project start, suspensions, partial suspensions, resume, substantial completion, and physical completion.

d. Dail Construction Site Observation – Full-time observation for 365 Working Days (52 weeks, 40 hours per week): Prepare daily written and photo documentation construction reports, bulletin board inspections, coordinate material

testing, review material testing credits and review traffic control w/logbook, review SWPP, track contract items by measuring and computing installed material quantities and documenting in Project Source book (electronic). Enforce project conformance of plans and specifications.

e. Provide proactive construction management and oversight of contractor's daily progress to identify any potential problems as early as possible working to avoid Contract Time extensions. Any identified problems that could delay Contract Time will be immediately addressed and brought to the attention of the appropriate parties to ensure quick resolution.

3. Acceptance Material Testing Scope of Work

a. On-Site Material Testing

- In Place of Moisture and Density Testing with Nuclear Densometer
  - i. Embankment/Subgrade
  - ii. Base Course
  - iii. Foundation – drainage structures
  - iv. Backfill – drainage structures
  - v. Hot Mix Asphalt (HMA) – Correlated In-place Nuclear Density
- Concrete Testing – Drainage Structures
  - i. Slump, unit weight, air content and temperature

b. Laboratory Material Testing – Provided by Geo-Test, Inc. (Subconsultant)

- Soil classifications – Subgrade, Backfill and Base Course
- Modified proctor testing – Subgrade, Backfill and Base Course
- Concrete compressive strength cylinders and fine and coarse aggregate sieve analysis
- HMA - % Air Voids, Asphalt Content & pavement cut samples (cores)

c. Administrative

- Generate test reports for the on-site testing
- Schedule and document all laboratory testing

4. Project Close-Out

a. Conduct preliminary and final walk-through meetings including completion conference, develop, and distribute punch list and meeting minutes.

b. Perform Daily Construction Site Observation – As needed observation for 6 weeks, (24 hours/week) from Substantial Completion to Final Acceptance.

c. Prepare final close out package to include Engineer Certification of Work and Materials.

d. Physical Completion, Release of Retainage, Final Payment review and Final Acceptance.

e. Package all hard and electronic construction documentation/records and deliver to County.

B. Deliverables and Reporting Requirements

Invoices detailing dates of service, description of service, and cost per unit shall be submitted to the following. Receipts must be included for any approved travel and per diem contract associated expenses.

Cindy Beakley
Administrative Assistant
845 N. Motel Blvd.
Las Cruces, NM 88007
Email: cindyb@donaana.gov
Telephone: (575) 525-6164

C. Contract Evaluation

County authorized staff shall monitor the contract and invoices on a regular basis throughout the term of the contract to ensure compliance with established contract requirements and status regarding the use of allocated funds. Contract evaluation shall consist of review of each of the specified deliverables throughout the term of the contract. Periodic review and an annual written evaluation are conducted per County and Purchasing Department policies and procedures.

III. ADDITIONAL TERMS AND CONDITIONS

A. Automated Clearing House: Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.

B. Pre-existing or Proprietary Information: Notwithstanding any other provision of this Agreement between the Contractor and the County or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.

C. Standard of Care:

1. Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The County shall base its determination on the Contractor's fulfillment of the scope of the work in

accordance with accepted professional consulting standards.

2. Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The County's acceptance of any of Contractor's professional services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions.
3. The county shall provide written notice to the Contractor of any errors and/or omissions and Contractor shall provide a written response with a plan of action to address the error or omission within 24 hours. County shall, in turn, accept the plan of action or provide further direction to the Contractor for acceptable remedy of the error or omission.

ATTACHMENT B

TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE

I. TOTAL CONTRACT NOT TO EXCEED $ 1,753,407.00

II. PAYMENT SCHEDULE

Payments shall be made in accordance with Section I - Article 5 of this Agreement.

III. COST PER UNIT OF SERVICE PROCURED:

Per Schedule of Hourly Charges by Billing Classification and Fee Schedule included on the following page.

JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS
Valuation of services shall be in accordance with the Contractor Fee Schedule

Exhibit 'A' Labor-hour Breakdown

Dona Ana County - Industrial Avenue Overpass Bridge - Construction Administration Services

Prepared by Wilson & Company Inc. Engineers & Architects

Job Description/ Personnel	P6 Civil Engineer (LICENCED)	P3 Civil Grad. Engineer (UNLIC)	OOS ACAD Senior Drafter	FC7 Construction Manager	FCS Construction Observer	FC3 Construction Observer	AD3 Clerical
Rate	$273.00	$174.00	$162.00	$242.00	$177.00	$115.50	$108.00
Project Start Up							
CM Project fee set up				4			8
Internal Kick off Meeting (Roles and Responsibilities	2	2	2	2	2	2	2
Internal Kick off Meeting Minutes				1			1
Prepare Owner-Contractor Documents, NOA, NTP, Bonds, etc.		16		4	16		8
Pre-Construction Meeting including preparation of meeting agenda, Utility Owner Coordination, Contractor, etc. to include 2 hr. roundtrip travel	4	4		8	4	4	8
Pre-Construction Meeting Minutes & Distribution		2		1			2
Total Start-Up Labor Hours:	6	24	2	20	22	6	29
Unit Cost:	$1,638.00	$4,176.00	$324.00	$4,840.00	$3,894.00	$693.00	$3,132.00
						Total Start-Up Labor Cost:	$18,697.00
Project Management & Construction Observation							
Project Observation: Full time Construction Observer x 2 @ 40 hrs /wk ea. for 365 Calendar Days (52 weeks), includes daily documentation and 2 hour roundtrip travel time	200	400			2600	2600	
Project Management (Material Submittals, RFI's, Contract Time, Change Order Review/Approval & Testing Credits Review/Certification): 10 hrs /wk for 52 weeks, and 5 hrs /wk clerical with 80 hrs. engineer support for project	80	80		520			260
Monthly PM/Engineering Field Review/Progress meeting (2 hr. plus 2 hr. roundtrip travel time) (12 meetings)	48	48		60			48
Monthly Progress Meeting Minutes & Distribution (12 Meetings				12			12
Documentation Review, File Management (Certified Pay Roll, Employee Wage Interviews & Construction reports) 2 hrs /wk + 5 hrs /wk. clerical support for 52 weeks				104			260
Pay Applications, processing & approval (2 hrs /ea. Plus 4 hr clerical support x 12)				24			48
Plans/Drawings/Support	24	40	80	8			40
Quarterly FRA Reporting and Review (12 hr /qtr , 5 total)	20			20	20	20	16
Total Project Management & Observeration Labor Hours:	372	568	80	748	2670	2620	684
Unit Cost:	$101,556.00	$98,832.00	$12,960.00	$181,016.00	$463,740.00	$302,610.00	$73,872.00
						Total Project Management & Construction Observation Labor Cost:	$1,234,586.00
Project Close-Out							
Part-Time Construction Observation: 24 hrs /wk for 6 Weeks. Substantial to Final Completion (Punch-list)					144		
Preliminary Substantial Completion project walk through inspection and development of punch list items/reporting to include 2 hour roundtrip travel	8			8	8	8	6
Final project walk through inspection. Includes 2 hr.roundtrip travel and reporting	4			6	4	4	6
Review and Certify Contractor's Post Construction Plans	2	8	16	4	8	8	4
Final Pay Application, processing & approval (2 hrs /ea. + 4 hr clerical support x 1)				2			4
Project Certification/Documentation	16	24		16			8
Project Close Out/Reimbursement package	40	60		40	60		40
Total Project Close-Out Labor-hours:	70	92	16	76	224	20	68
Unit Cost:	$19,110.00	$16,008.00	$2,592.00	$18,392.00	$39,648.00	$2,310.00	$7,344.00
						Total Project Close-Out Labor Cost:	$105,404.00
						Total Project Labor Cost	$1,358,687.00
Sub-Consultants & Expenses							
Quality Assurance - Materials Laboratory Testing							
Concrete, Asphalt, Aggregates and Soils Sampling and Laboratory Testing, provided by Geo-Test, Inc.							$ 225,000.00
Quality Assurance - Structural Steel Special Inspections							
Structural Steel - Bolting and Welds Special Inspections							$ 115,000.00
						Total Sub-Consultant:	$ 340,000.00
CO Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site), 7 days a week for 52 weeks to Substantial Completion X.							$ 52,416.00
CO Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site),3 Days a week for 6 weeks to Final Completion							$ 1,296.00
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site), Monthly Progress Meetings (12 Meetings							$ 864.00
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles (LC-Site), Substantial Completion Walk-Thru Meeting							$ 72.00
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles (LC-Site), Final Completion Walk-Thru Meeting							$ 72.00
						Total Expenses:	$ 54,720.00
						Proposed Project Cost w/o NMGRT	$1,753,407.00
						NMGRT @8.39%	$ 147,110.85
						Proposed Total CA Services Project Cost with NMGRT	$ 1,900,517.85

ATTACHMENT C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: **Board Of County Commissioners: Christopher Schaljo Hernandez, Gloria Gameros, Shannon Reynolds, Susana Chaparro, Manuel Sanchez; Assessor Eugenia "Gina" Montoya Ortega; Clerk Amanda López Askin, Ph.D.; Probate Judge Judith Ann Baca; Treasurer Marisol Richardson; Sheriff Kim Stewart.**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Contribution Made To: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

ATTACHMENT D
RELATED PARTY DISCLOSURE

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes _____ No _____

2. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions to which Doña Ana County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____Date_____

(Print Name and Title): _____

ATTACHMENT E
DEBARMENT CERTIFICATION

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative Title

Signature of Authorized Representative Date

ATTACHMENT F

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF_____)

_____(name) being first duly sworn, deposes and says that he/she is (title)_____of (organization)_____

who submits herewith to the County of Doña Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Doña Ana, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Doña Ana, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By:_____

Title_____

SUBSCRIBED and sworn to before me this_____ day of_____, 20_____.

Notary Public: _____
My Commission Expires:

ATTACHMENT G
INSURANCE CERTIFICATES
(Attach certificates, as required behind this page)

See Attachment A. I. for requirements

ATTACHMENT H

Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:

1. **Current Business License**
2. **Key Staff Curricula Vitae / Resumes**
3. **Professional Registrations**
4. **Professional Licenses -**

ATTACHMENT I
ATTACH PROCUREMENT DOCUMENTATION

Check One

XXXX	**Professional Service Determination** (Purchasing Issues)
_____	**Sole Source Determination** (Purchasing Issues)
_____	**Written Quotes** (Department Provides)
_____	**RFP #** (See Page 1 Section I)
_____	**Bid #** (See Page 1, Section I)
_____	**Other**

ATTACHMENT J – OTHER

"SOLE SOURCE" PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Public Works – Engineering / Roads

1. Name of product or service: Construction Administration Services
2. Name of product manufacturer: Engineering and Construction Administration Services
3. Name of "sole" product supplier or service provider: Wilson & Company, Inc.
4. Describe in general terms the product/service you are requesting and the intended application.

   Wilson & Company will provide engineering and construction oversight for the construction of the Industrial Drive Grade Separation project. The engineer of record will be responsible for reviewing the contractors' schedule, shop drawings, submittals, pay applications, field observations, material testing, etc. as well as ensuring the project is built per plan / specifications.

5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services.

   Wilson & Company has successfully guided this project through the Federal Railroad Administration (FRA) process for the study and design. They have an extensive history with the project that is unmatched and necessary to complete the project without delay. The current County staff is not familiar with the engineering design or process needed to complete this project without Wilson & Company. Hiring of another company would require extensive onboarding and would not assure continuity, while simultaneously increasing the chance of errors in the project management and completion.

6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).

   Other engineering firms could not complete the construction services because it would lead to delays as well as unnecessary costs for the County. The project has an FRA funding deadline for the funds to be expended, and other providers do not have the history of the project to successfully continue and complete the construction portion.

7. What product supplier or service provider has your department used until now to satisfy similar requirements?

Wilson & Company has been the sole firm working on this project from inception to now. Construction Management will be the project close out stage.

Signature of Department Head

7/18/25
Date

(Attach Quote and Use Additional Sheets As Necessary)

**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met. Completing this form does not guarantee approval of this type of procurement.

Doña Ana County Memorandum

TO: Michael Perez, Purchasing Manager

THRU: Stephen Lopez, Assistant County Manager

FROM: Cindy Beakley, Administrative Assistant

DATE: 7/17/2025

SUBJECT: RCE Project 69A36525420350RECNM

Doña Ana County awarded a contract to Wilson & Company Engineering on March 8, 2022, from a Request for Proposal (RFP) process for the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. For the past several years, Wilson & Company Engineering has worked diligently with Doña Ana County on the professional design for the construction of the At Grade Separation on Industrial Avenue and Union Pacific Railroad Project. The design is 100% complete, with construction anticipated to begin in November 2025. The contract with Wilson & Company Engineering for professional engineering services has expired and it is prudent they complete construction management services as the engineer of record for the project.

Section 13-1-126 NMSA 1978 states in pertinent part that:

> "A. A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office determines, in writing, that:
>
> (1) there is only one source for the required service, construction or item of tangible personal property;
>
> (2) the service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and
>
> (3) other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.
>
> B. The state purchasing agent or a central purchasing office shall use due diligence in determining the basis for the sole source procurement, including reviewing available sources and consulting the using agency, and shall include its written determination in the procurement file"

In order to maintain the integrity of the design and not compromise the Engineer's liability, it is necessary for Doña Ana County to continue to use Wilson & Company Engineering's engineering services for construction management. Further, it would not be fiscally responsible to issue a new RFP. Therefore, Wilson & Company Engineering is the sole source entity to provide construction management services for this project, and we are requesting authorization to proceed with continuing the use of Wilson & Company Engineering for this project.

7/18/25

Stephen Lopez, Assistant County Manager

WILSON & COMPANY
HIGHER RELATIONSHIPS

414 N Main Street, Suite A
Las Cruces, NM 88001
575 527 9257 p
575 527 9258 f
wilsonco com

June 26, 2025

Stephen Lopez, Assistant County Manager
Dona Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Re: Task Order Proposal Industrial Drive Grade Separation - *Construction Administration Services*
Procurement: Contract No 22-015
Funding Source: FRA RCE Grant

Dear Mr. Lopez,

Thank you for allowing Wilson & Company, Inc., Engineers & Architects (Wilson & Company) to submit this proposal. We understand Dona Ana County is requesting professional construction observation and administration services with materials testing for the Industrial Drive Grade Separation Project.

The scope and fee proposal below are based upon a 365 Calendar Day (52 week) construction schedule to Substantial Completion and 42 additional Calendar Days for Final Completion providing project management, full-time field observation, materials testing (field and lab), field engineering and administrative office support.

Team Experience: The project construction administration team is led by Todd Gonzales, Construction Administration Manager, and supported by Conrad Ley, P.E., Christie Soulsby, P.E., Brittney Green E.I., and local Certified Field Observers. Our Team has years of industry experience within civil highway and bridge construction.

Task Description

1. Pre-Construction

a. Schedule, conduct, document, and summarize the pre-construction meeting with distribution of meeting minutes.
b. Solicit, evaluate, review/approve, and document pre-construction submittals, subcontract packages, shop drawings and any other required contractor pre-construction documents.

2. Construction Administration and Observation

a. Conduct monthly progress meetings with field review - prepare and distribute meeting agenda and meeting minutes.
b. Review and approve project documentation and submittals including source books, certificates of compliance, payrolls, subcontracts, traffic control diary, quality control plan and testing reports.
c. Daily Project Management: Coordination with on-site observer, material testing technician and testing laboratory. Review subcontracts, material submittals, construction reports, construction schedule, traffic control plan(s), track and monitor contract time, budget, process request for information (RFI's), change orders and

monthly pay applications. Interpretation of plans and specifications. Notice of Construction Status including project start, suspensions, partial suspensions, resume, substantial completion, and physical completion.

d. Daily Construction Site Observation- Full-time observation for 365 Working Days (52 weeks, 40 hours per week): Prepare daily written and photo documentation construction reports, bulletin board inspections, coordinate material testing, review material testing credits and review traffic control w/logbook, review SWPPP, track contract items by measuring and computing installed material quantities and documenting in Project Source book (electronic). Enforce project conformance of plans and specifications.
e. Provide proactive construction management and oversight of contractor's daily progress to identify any potential problems as early as possible working to avoid Contract Time extensions. Any identified problems that could delay Contract Time will be immediately addressed and brought to the attention of the appropriate parties to ensure quick resolution.
f. Maintain public relations, including preparation of public service announcements for publication.
g. Enforce contractor compliance with EEO requirements and control of materials.
h. Maintain project electronic files.
i. Review and process contractor pay applications and cross reference source book, dairies, and material haul tickets.

3. **Acceptance Material Testing Scope of Work**
   a. On-Site Material Testing
      - In Place Moisture and Density Testing with Nuclear Densometer
        i. Embankment/Subgrade
        ii. Base Course
        iii. Foundation - drainage structures
        iv. Backfill - drainage structures
        v. Hot Mix Asphalt (HMA) – Correlated In-place Nuclear Density
      - Concrete Testing – Drainage Structures
        i. Slump, unit weight, air content and temperature
   b. Laboratory Material Testing –Provided by Geo-Test, Inc. (Subconsultant)
      - Soil classifications – Subgrade, Backfill and Base Course
      - Modified proctor testing – Subgrade, Backfill and Base Course
      - Concrete compressive strength cylinders and fine and coarse aggregate sieve analysis
      - HMA - % Air Voids, Asphalt Content & pavement cut samples (cores)
   c. Administrative
      - Generate test reports for the on-site testing
      - Schedule and document all Laboratory testing

4. **Project Close-Out**
   a. Conduct preliminary and final walk-through meetings including completion conference, develop, and distribute punch list and meeting minutes.
   b. Perform Daily Construction Site Observation- As needed observation for 6 weeks, (24 hours/week) from Substantial Completion to Final Acceptance.

c. Prepare final close out package to include Engineer Certification of Work and Materials.
d. Physical Completion, Release of Retainage, Final Payment review and Final Acceptance.
e. Package all hard and electronic construction documentation/records and deliver to County.

Compensation: We may complete this work at a Lump Sum fee of $1,900,517.85, including NMGRT.

Schedule: 58 weeks total. 52 weeks, (365 calendar days) for Substantial Completion and 6 weeks, (42 calendar days) for project completion per the awarded construction schedule.

Disclaimer: *"Notwithstanding its periodic observation of the work, Wilson & Company will not be liable or responsible for the Contractor's failure to perform the work in strict accordance with the requirements of the Construction Documents (e.g., plans, specifications, approved submittals, etc.). Wilson & Company has no control over, charge of, and will not be responsible for, the acts or omissions of the Contractor or its subcontractors."*

If the scope of work and fee is acceptable, please sign and return a copy. Please feel free to call me at my mobile no. 505-205-4445 with any questions or comments. We look forward to working with you on this very important project.

Thank you,
WILSON & COMPANY

Conrad Ley, PE
Associate Vice President

Stephen Lopez, Assistant County Manager Date

Attachments: 1) Exhibit "A" – Man hour Detail

Exhibit 'A' Labor-hour Breakdown

Dona Ana County - Industrial Avenue Overpass Bridge - Construction Administration Services

Prepared by Wilson & Company Inc. Engineers & Architects

Job Description/ Personnel	P6 Civil Engineer (LICENCED)	P3 Civil Grad. Engineer (UNLIC)	OD5 ACAD Senior Drafter	FC7 Construction Manager	FC5 Construction Observer	FC3 Construction Observer	AD3 Clerical	
Rate:	$273.00	$174.00	$162.00	$242.00	$177.00	$115.50	$108.00	
Project Start Up								
CM Project file set up				4			8	
Internal Kick off Meeting (Roles and Responsibilities'	2	2	2	2	2	2	2	
Internal Kick off Meeting Minutes				1			1	
Prepare Owner-Contractor Documents, NOA, NTP, Bonds, etc.		16		4	16		8	
Pre-Construction Meeting including preparation of meeting agenda, Utility Owner Coordination, Contractor, etc. to include 2 hr. roundtrip travel	4	4		8	4	4	8	
Pre-Construction Meeting Minutes & Distribution		2		1			2	
Total Start-Up Labor Hours:	6	24	2	20	22	6	29	
Unit Cost:	$1,638.00	$4,176.00	$324.00	$4,840.00	$3,894.00	$693.00	$3,132.00	
						Total Start-Up Labor Cost:	**$18,697.00**	
Project Management & Construction Observation								
Project Observation: Full-time Construction Observer x 2 @ 40 hrs./wk ea. for 365 Calendar Days (52 weeks), includes daily documentation and 2 hour roundtrip travel time	200	400			2600	2600		
Project Management (Material Submittals, RFI's, Contract Time, Change Order Review/Approval & Testing Credits Review/Certification): 10 hrs./wk. for 52 weeks, and 5 hrs./wk clerical with 80 hrs. engineer support for project	80	80		520			260	
Monthly PM/Engineering Field Review/Progress meeting (2 hr. plus 2 hr. roundtrip travel time) (12 meetings)	48	48		60			48	
Monthly Progress Meeting Minutes & Distribution (12 Meetings				12			12	
Documentation Review, File Management (Certified Pay Roll, Employee Wage Interviews & Construction reports) 2 hrs./wk. + 5 hrs./wk. clerical support for 52 weeks				104			260	
Pay Applications, processing & approval (2 hrs./ea. Plus 4 hr clerical support x 12)				24			48	
Plans/Drawings/Support	24	40	80	8			40	
Quarterly FRA Reporting and Review (12 hr./qtr., 5 total)	20			20	20	20	16	
Total Project Management & Observeration Labor Hours:	372	568	80	748	2620	2620	684	
Unit Cost:	$101,556.00	$98,832.00	$12,960.00	$181,016.00	$463,740.00	$302,610.00	$73,872.00	
						Total Project Management & Construction Observation Labor Cost:	**$1,234,586.00**	
Project Close-Out								
Part-Time Construction Observation: 24 hrs./wk for 6 Weeks. Substantial to Final Completion (Punch-list)					144			
Preliminary Substantial Completion project walk through inspection and development of punch list items/reporting to include 2 hour roundtrip travel	8			8	8	8	6	
Final project walk through inspection. Includes 2 hr.roundtrip travel and reporting	4			6	4	4	6	
Review and Certify Contractor's Post Construction Plans	2	8	16	4	8	8	4	
Final Pay Application, processing & approval (2 hrs./ea. + 4 hr clerical support x 1)				2			4	
Project Certification/Documentation	16	24		16			8	
Project Close Out/Reimbursement package	40	60		40	60		40	
Total Project Close-Out Labor-hours:	70	92	16	76	224	20	68	
Unit Cost:	$19,110.00	$16,008.00	$2,592.00	$18,392.00	$39,648.00	$2,310.00	$7,344.00	
						Total Project Close-Out Labor Cost:	**$105,404.00**	
						Total Project Labor Cost	**$1,358,687.00**	
Sub-Consultants & Expenses								
Quality Assurance - Materials Laboratory Testing								
Concrete, Asphalt, Aggregates and Soils Sampling and Laboratory Testing, provided by Geo-Test, Inc.							$ 225,000.00	
Quality Assurance - Structural Steel Special Inspections								
Structural Steel - Bolting and Welds Special Inspections							$ 115,000.00	
						Total Sub-Consultant:	**$ 340,000.00**	
CO Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site), 7 days a week for 52 weeks to Substantial Completion X.							$ 52,416.00	
CO Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site),3 Days a week for 6 weeks to Final Completion							$ 1,296.00	
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles per day (LC-Site), Monthly Progress Meetings (12 Meetings							$ 864.00	
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles (LC-Site), Substantial Completion Walk-Thru Meeting							$ 72.00	
PM/Eng. Mileage @ $0.72/per mile, 100 round trip miles (LC-Site), Final Completion Walk-Thru Meeting							$ 72.00	
						Total Expenses	**$ 54,720.00**	
						Proposed Project Cost w/o NMGRT	**$1,753,407.00**	
						NMGRT @ 8.39%	$ 147,110.85	
						Proposed Total CA Services Project Cost with NMGRT	**$ 1,900,517.85**	

Thank you for your submission.

The procurement will be reviewed by one of our buyers.

In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute - see Section 13-1-126.1 NMSA 1978), the sole source must be reposted for a new additional 30 day period

- if the parties to the proposed contract change
- if the nature and quantity of the service, construction or item of tangible personal property being contracted for changes, and
- if the contract amount changes

Print

Agency :	C0009 - DONA ANA COUNTY
Procurement Number :	60-C0009-25-CP354
Next Step :	REVIEW
Uploaded Files :	Sole Source Determination: Wilson and Company_Sole Source_Request.pdf
Completed date :	Friday, July 18, 2025 4:34 PM
Completed by :	Michael Perez



Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Friday, July 18, 2025 4:34 PM
To: Michael Perez
Subject: State of New Mexico :: Sole Source / Emergency Submission

Greetings,

Your Sole Source/Emergency Procurement request has been SUCCESSFULLY SUBMITTED and is pending State Purchasing Division approval for posting to the GSD Website. Once approved, you will receive an email notification advising that your request has been posted. Please keep the document number referenced below in a convenient place. You will need this number to search the Sole Source/Emergency website for status updates to your request.

Document Number ID: 60-C0009-25-CP354

For Sole Sources:

In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

(1) If the parties to the proposed contract change;

(2) if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and

(3) if the contract amount changes.

Please email all inquiries to:GSD.SPDInfo@state.nm.us.

Sincerely,

General Services Department

State Purchasing Division

Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Thursday, August 21, 2025 12:01 AM
To: Michael Perez
Subject: Sole Source #60-C0009-25-CP354 - 30 Days

Your Sole Source #**60-C0009-25-CP354** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Engineering and Roads Department	October 14, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	16
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

USE CES (COOPERATIVE EDUCATIONAL SERVICES) CONTRACT WITH WILSON & COMPANY INC. TO PROVIDE ENGINEERING SERVICES FOR THE PICACHO HILLS SECONDARY ACCESS PROJECT IN THE AMOUNT OF $198,854.31.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Engineering-Road Department requests that the Board of County Commission approve the use of CES contract number 2023-01-C2114-ALL for Engineering Services for the Picacho Hills Secondary Access project. and delegate signature authority to the County Manager for all related contract documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary

SUMMARY OF FINANCIAL IMPACT

$198,854.31-2024 Capital Appropriation C1243273
SC-047/CC-051/F-025/GR000516/P-0000428

ADMINISTRATIVE REVIEW AND APPROVAL

Cindy Beakley, Administrative Assistant	Created/Initiated - 9/11/2025
Dan Sambrano, Roads Superintendent	Approved - 9/11/2025
Asma Dawood, Finance Director	Approved - 9/11/2025
Michael Perez, Purchasing Manager	Approved - 10/8/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Engineering-Road Department

Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Use of CES Contract with Wilson & Company Inc. for Engineering Services

Overview:

Wilson & Company Engineering has worked diligently with Doña Ana County on the strategy and scope of work that the Engineering-Road staff expects as well as the projects need. The contract with Wilson & Company Engineering for professional engineering services expired June 30, 2025 and per Doña Ana County's end of fiscal year procedures, Engineering-Road was unable to process the task order.

Action Requested: Doña Ana County Engineering-Road staff is requesting that the Board approve the use of the CES contract and to delegate signature authority to the County Manager for all associated documents.

WILSON &COMPANY
HIGHER RELATIONSHIPS

414 N Main Street, Suite A
Las Cruces, NM 88001
575 527 9257 p
575 527 9258 f
wilsonco.com

August 28, 2025

Stephen Lopez
Assistant County Manager
Dona Ana County
845 N. Motel Blvd.
Las Cruces, NM 88007

Re: **Picacho Hills Secondary Access Improvements - CES**
CES 2023-01-C2114-ALL

CC: **Christina Ainsworth, Community Development Director**
Cindy Beakley, Administrative Assistant

Dear Mr. Lopez,

Wilson & Company Inc., Engineers & Architects (Wilson & Company) appreciate the continued opportunity to provide engineering support services to Dona Ana County by submitting this professional service scope and fee proposal. Our team is confident in the strategy below and that the scope of work best fits your staff's expectations as well as the project's need.

Project Need: The proposed Picacho Hill Secondary Access Improvements (C1243273) is located on the west side of Las Cruces and is funded by Capital Appropriation. The project intent is to provide secondary access to this residential area with commercial properties. The current access for Picacho Hills community is classified as a minor arterial with 4-11' lanes and shoulders. This project would make improvements to provide secondary access to the Picacho Hills community. The project would have a feasibility study to determine the alignment and roadway typical for the access location. A preliminary alignment and project location are shown below connecting the Barcelona Ridge Road and Box Canyon Dr.

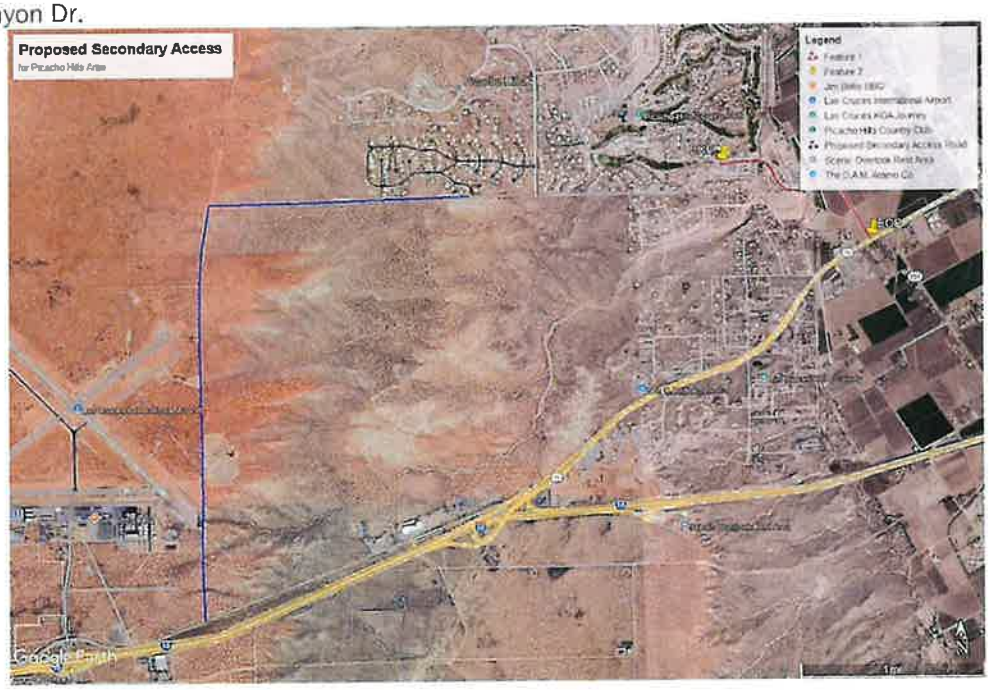


Image 1 – Picacho Hills Secondary Access Location

Project Team, Roles & Responsibilities, Management & Coordination: Christie Soulsby PE, CFM will serve as the project manager and engineer of record; while Armando Armendariz, PE, will provide quality control/quality assurance reviews and technical support. All services will be performed out of our Las Cruces office.

Project Scope: Wilson & Company proposes professional services for the feasibility study, roadway design, and construction documents for Picacho Hills Secondary Access. We anticipate that the connection will use the existing Box Canyon Dr. roadway from the frontage road to connect the Picacho Hills community. We also envision the typical section could match either the Barcelona Ridge Road or Box Canyon drive section should these be the roads that are connected. The Dona Ana County Unified Development Code shows a 34-ft roadway width for rural local roads. The improvements for the roadway will be determined based on the available construction funding and the Dona Ana County On-Call Contractor Pricing Agreement.

The roadway will consider the Dona Ana County Unified Development Code:

- Section 350-602
  - Table 6.7 – Rural Use Zone Thoroughfare Cross Sections
  - Table 6.8 – Thoroughfare Geometry
    - General Surfacing Requirements

- Section 350-608
  - Header Curb
  - Drive pad Design
  - Intersection Design

Additionally, New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction (2019 Edition) and NMDOT Standard Drawings for Highway and Bridge Construction (2019 Edition) may be utilized for design purposes.

- Feasibility Study
  - Project Management and coordination
  - Alignments (horizontal and vertical)
  - Site survey and ROW built off County data (GIS maps, parcel data, apparent ROW)
  - Typical Sections
  - Conceptual design
  - Construction Costs

- Preliminary Design and Final Design:
  - Project Management
  - Construction Documents
    - 60% Plan Set
    - 90% Plan Set
    - Signed and Sealed Plan Set
    - Engineer's Estimate

Environmental Approach
This scope consists of cultural and biological evaluations needed for compliance with applicable State and federal regulations for approximately 3.5 miles of new road (approximately 64 acres) between Picacho Hills and the Las Cruces Airport.

NEPA: The project will likely cross BLM land and ROW will be required. Therefore, BLM is the assumed lead agency for identifying and approving resource studies and compliance with NEPA and the NHPA. This scope is limited to producing cultural and biological assessment reports for BLM approval only. Paleontology studies are out of scope. Development of NEPA documents is out of scope.
Natural Resources: WCI expects the level of effort to be a desktop review resulting in a limited biological evaluation report. This desktop review will analyze three existing federal and state endangered species lists (IPaC, BLM, and NMERT) and aquatic resource databases to identify potential resources. No permitting or consultation with USFWS or USACE is expected.
Cultural Resources: A review of the NMHPD database will be conducted prior to the field survey. Based on other surveys, a positive cultural report is expected and will be conducted by our Las Cruces archaeologist. We assume 3 new prehistoric sites will be recorded and 1 previously recorded site will be updated. Also, 2 new historic archaeological sites and an estimated 5 isolated occurrences (IOs) are anticipated. After BLM review, one set of revisions is anticipated. This scope is based on staff having readily available access to the project area.

Assumptions: The following items are assumed to be true as part of the design of the project.

- No additional ROW will be required but easements for the City of Las Cruces and BLM property are anticipated.
- No retaining or sounds walls.
- No street lighting.
- No landscaping
- Existing Drainage Patterns will be maintained.

Exclusions: The items below are not included as part of this task order. If the need arises, additional task orders will be developed.

- NMDOT Certifications
- Subsurface Utility Engineering (SUE)
- Geotechnical Engineering
- Traffic Analysis
- In-depth Drainage Analysis
- Bidding & Letting Services
- Construction Administration services

Client Reviews: Wilson & Company shall provide all project-related material including plans and an engineer's estimate of probable construction costs to Dona Ana County for review. Progress meetings are anticipated for the duration of the project and will be scheduled every four (4) weeks.

- Kick-off meeting
- Progress meetings (6)
- Final meeting

Deliverables:

- Feasibility Study
- 60% Estimate and Plan Set
- 90% Estimate and Plan Set
- 100% Signed and Sealed Plan Set
- Final Engineer's Estimate

Schedule: We will provide the above deliverables within 6 months from the date of the authorization to proceed.

We will provide the above-mentioned services on a lump sum basis of $198,854.31 including NMGRT. Please issue a task order on the new CES contract for this amount. See attached Exhibit "A" which describes a detailed labor hour breakdown of all associated activities.

The County Manager's approval signature below shall signify authorization to proceed. If you should have any questions or comments concerning this proposal or any aspect of this project, please feel free to contact Christie Soulsby at christie.soulsby@wilsonco.com or Edward Cordova at edward.cordova@wilsonco.com.

Sincerely,

Edward Cordova, PE
Senior Vice President

Stephen Lopez Date
Assistant County Manager

Attachments:
1) Exhibit "A" Labor Hour & Expense Cost Breakdown

Exhibit 'A' Labor-hour Breakdown					
Doña Ana County: Picacho Hills Secondary Access					
Prepared by Wilson & Company Inc. Engineers & Architects					
Job Description/ Personnel	**Project Manager Licensed Engineer (P5)**	**Junior Civil Engineer (P3)**	**Junior Engineer (P1)**	**Drafter (OD4)**	**Clerical (AD2)**
Project Management					
Project Management (2 hrs a week for 24 weeks)	48				
Project Start Up	1				
Internal Kick-Off Meeting	1	1	1	1	
Kick-Off Meeting	2	2		2	
60% Client Review Meeting	2	2		2	
90% Client Review Meeting	2	2		2	
100% Client Review Meeting	2	2		2	
Feasibility Study					
DRAFT Study	8	40	50	30	
Final Study	8	20	24	16	
Internal QA/QC	8				
Address Client Comments	2	4	4	4	2
60% Design					
Drainage Analysis	1	2	4		
Plan Production	8	45	80	100	
Update 60% Engineers Estimate	4	6			
Internal QA/QC	8				
60% Plans and Estimate Submittal	1	1			
Address Client Comments	2	4	4	4	2
90% Design					
Plan Production	8	20	30	50	
Update 90% Engineers Estimate	2	4			
Internal QA/QC	8				
90% Plans and Estimate Submittal	1	1			
Address Client Comments	2	4	4	4	2
100% Design					
Plan Production	4	10	15	20	
Finalize 100% Engineers Estimate	1	2			
Internal QA/QC	8				
100% Plans and Estimate Submittal	1	1			
Address Client Comments	2	4	4	4	2
Total Hours	145	177	220	241	8
Unit Cost	$ 33,535.60	$ 26,886.30	$ 25,440.80	$ 26,452.16	$ 588.00
Total Labor Cost					**$ 112,902.86**
Environmental Review and Approvals					**$ 21,535.00**
Topographic Survey					**$ 49,024.00**
Proposed Project Cost w/o NMGRT					**$ 183,461.86**
Proposed Project Cost with NMGRT @ 8.39%					**$ 198,854.31**

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Engineering and Roads Department	October 14, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	17
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ADOPT RESOLUTION APPROVING DOÑA ANA COUNTY'S PARTICIPATION IN THE CAPITAL OUTLAY PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR TWO (2) 2025 CAPITAL APPROPRIATIONS IN THE AMOUNT OF $760,000.00 (STREET LIGHTS PROJECT; AMPARO ROAD) AND ASSOCIATED BUDGET REVISION AND RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Engineering-Road Department staff requests the Board of County Commission adopt a resolution accepting Capital Outlay Appropriations from the New Mexico Department of Transportation (NMDOT). The projects were appropriated in the Laws of 2025, for two (2) road improvement projects. Solar Lighting and Street Signage in Doña Ana County, $600,000.00 and Amparo Road $160,000.00. Additionally, the Engineering-Road staff is requesting the Board of County Commission delegate signature authority to the County Manager for all documents associated with the Laws of 2025 Capital Outlay Appropriations

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution approving participation in the Capital Outlay Program
Budget Revision and Budget Resolution

SUMMARY OF FINANCIAL IMPACT

No matching funds required. Projects will be paid upfront, and all direct costs will be reimbursed to Doña Ana County by the State. Administrative fees and indirect costs are not eligible for reimbursement from these grants.

ADMINISTRATIVE REVIEW AND APPROVAL

Cindy Beakley, Administrative Assistant	Created/Initiated - 9/15/2025
Dan Sambrano, Roads Superintendent	Approved - 9/15/2025
Asma Dawood, Finance Director	Approved - 9/24/2025
Lucio Luttrell, Budget and Research Officer	Approved - 10/6/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 10/17/2025

Doña Ana County
Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: 2025 New Mexico Department of Transportation Capital Outlay Appropriation Projects

Overview:

Background: During the Laws of 2025, the Legislature appropriated Capital Appropriations to Doña Ana County for two (2) capital improvement projects. The following two (2) projects totaling $760,000.00 are now made available from the New Mexico Department of Transportation:

1) **Solar Lighting and Street Signage $600,000.00-** to plan, design, construct, purchase and equip solar lighting and street signage in Doña Ana County.

2) **Amparo Road Improvements $160,000.00-** to plan, design, and construct road improvements and gas lines on Amparo Road from Hermosa Drive to State Line Road and on Palmas Street in Doña Ana County.

Action Requested: Doña Ana County Engineering-Road staff is requesting acceptance and approval of the Program Participation Resolution, Grant Agreements and to delegate signature authority to the County Manager for all associated documents. Staff is prepared to begin work on the projects as soon as the grant agreements are fully executed.

RESOLUTION NO.___
DOÑA ANA COUNTY

RESOLUTION APPROVING DOÑA ANA COUNTY'S PARTICIPATION IN THE CAPITAL OUTLAY PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR TWO (2) 2025 CAPITAL APPROPRIATION AGREEMENTS BETWEEN THE COUNTY OF DOÑA ANA AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of Doña Ana and the New Mexico Department of Transportation enter into a Capital Appropriation Agreement for two (2) projects allocated in the Laws of 2025 Appropriations for **1) Solar Lighting and Street Signage, 2) Amparo Road Improvements; and**

WHEREAS, the County of Doña Ana desires to accept these Agreements for Capital Outlay projects described in the Laws of 2025 as follows.

1) **Solar Lighting and Street Signage-**DFA Appropriation ID J3265 NMDOT Control Number C1253265, $600,000.00, APPROPRIATION REVERSION DATE: 6/30/2029, Laws of 2025, Chapter 129, Section 39, Subsection 45, Six hundred thousand dollars and no cents ($600,000.00), to plan, design, construct, purchase and equip solar lighting and street signage in Doña Ana County.

2) **Amparo Road Improvements-**DFA Appropriation ID J3263 NMDOT Control Number C1253263, $160,000.00, APPROPRIATION REVERSION DATE: 6/30/2029, Laws of 2025, Chapter 159, Section 39, Subsection 43, One hundred sixty thousand dollars and no cents ($160,000.00), to plan, design and construct road improvements and gas lines on Amparo Road from Hermosa Drive to State Line Road and on Palmas Street in Doña Ana County; and

WHEREAS; New Mexico Department of Transportation's share shall be 100% and Doña Ana County's proportional matching share shall be 0%. Doña Ana County shall pay all costs, which exceed the total amount of allocated funds; and

WHEREAS; the agreements terminate on **June 30, 2029 (Laws of 2025)** and the County of Doña Ana 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 the written agreement; and

WHEREAS; the County of Doña Ana by this resolution and budget commitment, supports the listed projects including assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project; and

NOW THEREFORE LET IT BE RESOLVED that the Board of Commissioners of the County of Doña Ana shall enter into Cooperative Agreement for Capital Outlay **(Laws of 2025)** with the New Mexico Department of Transportation for all projects located and are within control of the County of Doña Ana, New Mexico for projects further identified as; 1**) Solar Lighting and Street Signage – Control No. C1253265, 2) Amparo Road Improvements – Control No. C1253263,** and authorizes the County Manager to sign all related documents.

Resolved in the Board session this 14th of October, 2025

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 14th Day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Susana Chaparro, District 4	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000677

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Organizing Dimension Type
Amendment ID BUDAMD00000677
Amendment Date 10/14/2025
Description 2025 Capital Appropriations
Amendment Type Budget Revision/Resolution
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-051 Road Department	GR000660 FY26-C1253263 Amparo Road Improvements	SC-047 Capital Outlay - Road Projects		Project: P-0000431 Amparo Road Improvements	$160,000.00	$0.00	Amparo Road Improvements	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-051 Road Department	GR000659 FY26-C1253265 Solar Lighting & Street Signage		RC-175 Road Projects	Project: P-0000430 Solar Lighting and Street Signage	$0.00	$600,000.00	Solar Lighting and Street Signage	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-051 Road Department	GR000659 FY26-C1253265 Solar Lighting & Street Signage	SC-047 Capital Outlay - Road Projects		Project: P-0000430 Solar Lighting and Street Signage	$600,000.00	$0.00	Solar Lighting and Street Signage	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-051 Road Department	GR000660 FY26-C1253263 Amparo Road Improvements		RC-175 Road Projects	Project: P-0000431 Amparo Road Improvements	$0.00	$160,000.00	Amparo Road Improvements	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/16/2025 10:59:59 AM	09/17/2025	Cindy Beakley	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/16/2025 11:01:16 AM		Daniel Sambrano (Cost Center Manager)	1	

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000677

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Sent Back	09/26/2025 10:31:28 AM	09/17/2025	Lucio Luttrell (Budget Manager)	1	Send Back Reason from Lucio Luttrell: Please correct fund and cost center fore line 3 (expenditure line for GR000578). Also, please include project worktags for each line.
Budget Amendment Event	Budget Amendment Event	Submitted	09/29/2025 11:46:11 AM	09/17/2025	Cindy Beakley	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/29/2025 11:57:07 AM		Daniel Sambrano (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	10/06/2025 10:34:58 PM	09/17/2025	Erik Alvidrez (Budget Manager)	1	Erik Alvidrez: Updated Budget Revision date from 9.16.25 to 10.14.25 to reflect BOCC approval date.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department **Initiating Department**	October 14, 2025 **Meeting Date**
Andrew Bowen, Interim Fire Chief, Cody Haver, Deputy Department Director **Contact Person**	18 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE THE PURCHASE AND UPFIT OF SEVEN (7) VEHICLES FROM DON CHALMERS FORD UTILIZING STATE PRICING AGREEMENT 40-00000-24-00068 AND NM CES CONTRACT 2024-24-C113-ALL FOR DONA ANA FIRE RESCUE AND AUTHORIZE COUNTY MANAGER SIGNATURE AUTHORITY FOR ALL DOCUMENTS REGARDING PURCHASE AND DELIVERY OF THE VEHICLES.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Dona Ana County Fire Rescue (DAFR) is asking the commission's approval to purchase and upfit seven (7) new staff vehicles from Dona Chalmers Ford utilizing State Pricing Agreement 40-00000-24-00068 and NM CES Contract 2024-24-C113-ALL.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Quotes of vehicles from Don Chalmers Ford; Quote of upfit from MHQ West.

SUMMARY OF FINANCIAL IMPACT

Seven vehicles with upfit and decal application for a total cost not to exceed $523,000.00 from General Funds.

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 9/26/2025
Andrew Bowen, Interim Fire Chief	Approved - 9/26/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Michael Perez, Purchasing Manager	Approved - 10/6/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	October 14, 2025
Agenda Item Title:	Approve the purchase and upfit of seven (7) vehicles from Don Chalmers Ford utilizing State Pricing Agreement 40-00000-24-00068 and NM CES Contract 2024-24-C113-ALL for Dona Ana Fire Rescue and authorize County Manager signature authority for all documents regarding purchase and delivery of the vehicles.
Type of Action:	Approval of Purchase
Fiscal Impact:	$523,000.00 from General Funds
Strategic Plan Alignment:	BNHS 5.2 and BNHS 5.5, % of career stations responding within their primary district and time of first fire unit arrival within 14 minutes.

Dona Ana County Fire Rescue (DAFR) is asking the commission's approval to purchase and upfit seven (7) new staff vehicles from Dona Chalmers Ford utilizing State Pricing Agreement 40-00000-24-00068 and NM CES Contract 2024-24-C113-ALL. The seven vehicles include four (4) Ford F-150 Responder pickups that will be used as emergency response/Command units, one (1) Ford F-250 pickup and one (1) Ford E-450 Box Truck to be used by Inventory Technicians, and one (1) Ford Ranger to be used as a staff vehicle for Fire Administration staff.

The FY2026 approved budget included $523,000.00 for the purchase and upfit of vehicles for three new Battalion Chief positions, one new Division Chief position, one new EMS Quality Assurance Lieutenant position, and for one current and one new Inventory Tech position. These seven vehicles will provide for the response and support functions needed for each position. Included in the purchase of the vehicles from Don Chalmers Ford is the upfit necessary for each vehicle through MHQ West upfitters, a subsidiary extension of Don Chalmers Ford. Once delivered, the vehicles will be appropriately marked with decal packages locally through REV Design.

DAFR also requests that the County Manager be granted signature authority on all documents necessary to complete the purchase and delivery of the vehicles.

Overview:

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and approve the purchase, upfit and delivery of the vehicles to Dona Ana Fire Rescue
- **Vote "NO" =** This will reject the resolution and reject the purchase.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

CHALMERS FLEET Ford

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

Proposal

QUOTE TO: Dona Ana County Fire Dept.
Attn: Chief Cody Haver

DESCRIPTION: 3x 2025 Ford F150 Responder XL 4WD, Color: White

PROPOSAL #	082725-1.1
PROPOSAL DATE	September 8th, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 40-00000-24-00068		
4	Item #13, Pickup, ½ Ton, ICE Powered, Crew Cab, 4X4.	$ 55,860.00	$ 223,440.00
	Options:		$ -
	- 145" Wheel Base		$ -
	- Oxford White		$ -
	- Black 40/blank/40 interior		$ -
	- XL Series		$ -
	- 3.5L V6 EcoBoost Gas Engine		$ -
	- 10 Speed Transmission		$ -
	- LT265/70R18 All Season Tires		$ -
	- 3.31 Locking Rear Axle		$ -
	- 7075 GVWR Package		$ -
	- Front License Plate Bracket		$ -
	- Black Platform Running Boards		$ -
	- Spot Light, Driver Side Only		$ -
	- Remote Keyless Entry Fob		$ -
	- Intergrated Trailer Brake Controller		$ -
4	NMSPA Discount 5%	$ (2,793.00)	$ (11,172.00)
4	Additional Chalmers Ford Discount	$ (4,335.00)	$ (17,340.00)
	Item #27, Upfitting:		$ -
4	- Camper Shell, paint matched. Dual Tool Boxes	$ 5,900.00	$ 23,600.00
4	- 2" Level Kit	$ 1,140.00	$ 4,560.00
4	- Window tint, No darker then 20%	$ 360.00	$ 360.00
4	- MHQ Battalion Fire Chief Build, #21277 Radio not included	$ 23,400.04	$ 93,600.14
	*Transportation Included		
		SUBTOTAL	317,048.14

10 Units Icoming ETA 3Months.
Subject to Prior Sale

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
dmartinez@chalmersford.com

Ford | COMMERCIAL VEHICLE CENTER

$317,048.14
PAY THIS AMOUNT

CHALMERS FLEET

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: Dona Ana County Fire Dept.
Attn: Chief Cody Haver

DESCRIPTION: 2025 Ford Ranger STX, CrewCab, 4WD, 5' Bed. Color: White

PROPOSAL #	082725-2.1
PROPOSAL DATE	September 8th, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 40-00000-24-00068		
1	Item #19, Mid-Size Pickup, ICE Powered, Crew Cab, 4X4.	$ 39,235.00	$ 39,235.00
	Options:		$ -
	- Oxford White Paint Finish		$ -
	- Ebony Cloth Seats		$ -
	- XL Series		$ -
	- 2.3L EcoBoost Gas Engine		$ -
	- 10 Speed Transmisison		$ -
	- 255/70R17 AT Tires		$ -
	- STX Apperance Package		$ -
	- Fog Lights		$ -
	- 17" Silver Wheels		$ -
	- Front License Plate Bracket		$ -
	- Trailer Tow Package		$ -
1	NMSPA Discount 5%	$ (1,961.75)	$ (1,961.75)
			$ -
		SUBTOTAL	37,273.25

Stock Units
Subject to Prior Sale

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
dmartinez@chalmersford.com

COMMERCIAL VEHICLE CENTER

$37,273.25
PAY THIS AMOUNT

CHALMERS FLEET Ford

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: Dona Ana County Fire Dept.
Attn: Chief Cody Haver

DESCRIPTION: 2026 Ford F-250 Extended Cab XL 2WD, 8' Bed.
Color: White

PROPOSAL #	082725-5.1
PROPOSAL DATE	September 8th, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 40-00000-24-00068		
1	Item #16, Pickup, ¾ Ton, Extended Cab, RWD.	$ 64,825.00	$ 64,825.00
	Options:		
	- 164" Wheel Base		
	- Oxford White Paint Finish		
	- Cloth Seats 40/20/40		
	- XL Trim		
	- 6.7L V8 Diesel Engine		
	- 10 Speed Trasnsmission		
	- Lt245/75R17 All Season Tires		
	- 3.55 Locking Rear Axle		
	- Goose Neck Prep Kit W/ Ball		
	- Running Boards		
	- 11K GVWR Package		
	- Trailer Tow Package		
1	NMSPA Discount 2%	$ (1,296.50)	$ (1,296.50)
1	Additional Chalmers Ford Fleet Discount	$ (6,500.00)	$ (6,500.00)
	Item #27, Upfitting:		
1	- Rear Mounted Traffic Controller & Perimter Lights	$ 4,020.00	$ 4,020.00
1	- Full Length Material Rack to accomidate 24' Ladder	$ 2,250.00	$ 2,250.00
1	- Headache Rack, Painted White	$ 1,750.00	$ 1,750.00
1	- Window Tint, NO Darker then 20%	$ 360.00	$ 360.00
	*Transportation Included		
		SUBTOTAL	65,408.50

Ordered Unit
Subject to Prior Sale

PRESIDENT'S AWARD

Malcolm Baldrige National Quality Award

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
dmartinez@chalmersford.com

Ford | COMMERCIAL VEHICLE CENTER

$65,408.50
PAY THIS AMOUNT

CHALMERS FLEET Ford

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

Proposal

QUOTE TO: Dona Ana County Fire Dept.
Attn: Chief Cody Haver

DESCRIPTION: 2024 Ford E-450, RWD, 7.3L V8 Gas Engine, W/ 16' Box Truck.

PROPOSAL #	082725-9.1
PROPOSAL DATE	September 16th, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	NM CES Contract #2024-24-C113-ALL		
1	2024 Ford Econoline Chassis, RWD, Two Passenger, White.	$ 43,285.00	$ 43,285.00
	Options:		
	- 176" Wheel Base		
	- Oxford White Paint		
	- Medium Flint Vinyl		
	- 7.3L V8 Gas Engine		
	- 6 Speed Transmission		
	- LT225/75R16E DRW Hankook		
	- 4.56 Ratio Rear Axle		
	- Spare Tire NOT included		
	- Power Windows & Locks		
	- Rear View Camera w/ Mirror		
	- 14.5K GVWR		
	- Cruise Control		
	- 55Gal Fuel Tanlk		
1	- 16' Box Van, Plywood And 1 Row E Track, 3" I Beam Cross Mebmer, 12Gauge Steel Slide Door.	$ 16,257.00	$ 16,257.00
1	- Folding Shelf Upright KIT	$ 9,343.20	$ 9,343.20
1	- 2500LB Railgate	$ 11,785.00	$ 11,785.00
1	- Backup Alarm	$ 210.00	$ 210.00
1	- Running Boards	$ 950.00	$ 950.00
1	**CES Discount of 2%**	**$ (1,457.74)**	**$ (1,457.74)**
1	**Additional Chalmers Ford Discount**	**$ (2,650.00)**	**$ (2,650.00)**
		SUBTOTAL	77,722.46

1FDXE4FN0RDD32578
Subject to Prior Sale

PRESIDENT'S AWARD

Malcolm Baldrige National Quality Award

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
dmartinez@chalmersford.com

Ford | COMMERCIAL VEHICLE CENTER

$77,722.46
PAY THIS AMOUNT

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
9/8/2025	21277
This quote expires in 30 days	

Name / Address	Ship To
Chalmers Ford Fleet Jocelyn Hernandez	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	Dona Ana Diego

Item	MFG	Description	Qty	Price	Total
		Contact Name: Diego Martinez Contact Number: 505-712-3913 Contact E-mail: dmartinez@chalmersford.com Vehicle/Year: 2025 Ford F-150 Type: Dona Ana Graphics: No			
ETSA482RSP	Soundoff Sig...	nERGY™ 400 Series Remote Siren, 10-16v - 200w two speakers	1		
ETSS100J	Soundoff Sig...	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1		
ENFLBS1254	Sound Off Si...	54" nForce SoundOff Lightbar Dual Color Red/White Front Red/Amber Rear Traffic Advisor QSF079790	1		
EMPS2STS4D	Soundoff Sig...	mpower® 4" Fascia Light w/ Stud Mount, 12 LED, Dual Color - Red/White *Four on Grille Guard* *Two on Tailgate*	6		
CC-21F1-0713	Troy Products	2021-24 F150 20" standard console; 7" slope, 13" level (no floor plate needed, mounts directly to floor)	1		
		Customer Supplied Radio			
AC-INBHG	Troy	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1		
FP-SO380R	Troy	4" ETSA480 Blueprint remote head lights/sir	1		
AC-MCM1	Troy	Dog-ear type microphone clip plate and clip assembly	2		

	Subtotal
	Sales Tax (0.0%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
9/8/2025	21277
This quote expires in 30 days	

Name / Address	Ship To
Chalmers Ford Fleet Jocelyn Hernandez	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	Dona Ana Diego

Item	MFG	Description	Qty	Price	Total
AC-SIDEARM-6	Troy	6" x 2" leather arm pad on 5" tall L bracket. Bolts to console side or rear.	2		
FP-USBC-2DC	Troy Products	2" face plate combo USB-C /USB port and (2) DC outlets	1		
ETFBSANFL	Sound Off Si...	Flashback Tail Flasher	1		
ECVDMLTAL00	SoundOff Sig...	obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens	1		
09-12211-30C	Westin	B-Force Single Row Light Bar 30" Black Combo	2		
PKG-PSM-185	Havis	Ford 2018-2023 Expedition, Ford 2015-2022 F-150, 2017-2022 F-250, F-350, F-450, F-250, F-350, F-450, F-550 Chassis Cab, And 2022-2023 Ford F-150 Lightning Standard Pedestal Mount Package	1		
DS-DELL-432N-3	Havis	Docking Station for Dell Pro Rugged 14? and 13?, 5430, 7330, 5420, 5424, & 7424 Notebooks with Advanced Port Replication & Triple Pass-Thru Antenna Connections & Havis Power Supply	1		
XF4	Decked	Decked Cargo Box: Ford F-150 5'6" Bed MSRP	1		

	Subtotal
	Sales Tax (0.0%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
9/8/2025	21277
This quote expires in 30 days	

Name / Address	Ship To
Chalmers Ford Fleet Jocelyn Hernandez	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	Dona Ana Diego

Item	MFG	Description	Qty	Price	Total
CH15.1.20	911 Circuits	Ch15 with Single Stage Timer, and 20' Outputs	1		
SHOP SUPPLIES LV1	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1		
Shipping		Shipping	1		
EGTTE794H	Sound Off Si...	Sound Off Signal Opticom™ Infrared LED Emitter Module - Model 794H (non-lightbar version) includes Bracket & Mounting Hardware, 25 ft Cable w/ mating connector	1		
091-215-12	Kussmaul	Auto Charge 1000 PLC	1		
091-55-15-120-RD	Kussmaul	Super Auto Eject 120 Volts AC, 15 Amps with Red cover	1		
Labor NM	MHQ of New...	Installation Labor	40		

Subtotal	
Sales Tax (0.0%)	
Total	

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department **Initiating Department**	October 14, 2025 **Meeting Date**
Andrew Bowen, Interim Fire Chief, Yvonne Feijoo, Deputy Fire Chief **Contact Person**	19 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT A GRANT FROM THE NEW MEXICO DEPARTMENT OF HEALTH, NM EMS BUREAU IN THE AMOUNT OF $183,249.00 FOR THE PURCHASE OF ZOLL EQUIPMENT AND ASSOCIATED BUDGET REVISION AND RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The New Mexico Public Health Division for the Emergency Medical Services Fund Act has awarded a grant for fiscal year 2026 to Doña Ana Fire Rescue for the purchase of Zoll cardiac monitors and autopulse equipment to support the transition to Fire-based emergency medical services (EMS) in the amount of $183,249.00. and the approval of the budget revision and resolution. Additionally, the Commission is asked to delegate signature authority to the County Manager for all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Grant Award Letter
Budget Revision
Budget Resolution

SUMMARY OF FINANCIAL IMPACT

Grant revenue and expenditures will increase by $183,249.00 for FY26.

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 9/23/2025
Andrew Bowen, Interim Fire Chief	Approved - 9/26/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Lucio Luttrell, Budget and Research Officer	Approved - 10/6/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: EMS Fund Act Grant Award

Overview:

Dona Ana Fire Rescue was awarded EMS Funds in the amount of $183,249.00 from the New Mexico Emergency Medical Services Fund Act.

These funds will be used for the purchase of life-saving equipment to be utilized in rural areas of Dona Ana County. These Zoll Monitors and Autopulse devices will allow crews the ability to provide higher quality care, especially during extended transport to the hospital. Dona Ana Fire Rescue's recent transition to the primary Emergency Medical Transport service in Dona Ana County makes this equipment even more important.

The Funds will be used to purchase equipment for the following stations:

DAFR Station 10-Organ-$43, 749.00 for a -Zoll monitor and Autopulse

DAFR Station 13-San Pablo-$23,250.00 for a- Autopulse

DAFR Station 15-Las Alturas-$23,250.00 for a- Autopulse

DAFR Station 30-Radium Springs $23,250.00 for a- Autopulse

DAFR Station 33-Garfield-$23,250.00 for a- Autopulse

DAFR Station 43-Chamberino - $23,250.00 for a- Autopulse

DAFR Station 54-Santa Teresa-$23,250.00 for a- Autopulse

NMHealth
PUBLIC HEALTH DIVISION

Michelle Lujan Grisham
Governor

Gina DeBlassie
Cabinet Secretary

New Mexico Department of Health

September 5, 2025

Dona Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Dear Sir/Mam:

In accordance with the Terms of Rules Governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of **$183,249.00** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

DAFR Station 10-Organ-$43,749.00 - For a -Zoll monitor and Autopulse

DAFR Station 13-San Pablo-$23,250.00-For a- Autopulce

DAFR Station 15-Las Alturas-$23,250.00-For a- Autopulce

DAFR Station 30-Radium Springs-$23,250.00-For a- Autopulce

DAFR Station 33-Garfield-$23,250.00-For a- Autopulce

DAFR Station 43-Chamberino-$23,250.00-For a- Autopulce

DAFR Station 54-Santa Teresa-$23,250.00-For a- Autopulce

These funds from the Local System Improvement (Special Projects) of the EMS Fund Act for FY 26 (July 1, 2025 – June 30, 2026) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, each Applicant (Fiscal Agent) MUST submit an itemized expenditures report for FY25 EMS Fund Act Local Funding Award (July 1, 2024 – June 30, 2025). If you administer funds for more than one (1) Local recipient, please submit a report for each.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at rachel.marquez@doh.nm.gov

Sincerely,
Rachel Marquez
EMS Fund Act Coordinator

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2024 –2025; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2024 – 2025.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 14th day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000683

Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Organizing Dimension Type
Amendment ID BUDAMD00000683
Amendment Date 10/14/2025
Description EMS Fund Act Grant Award
Amendment Type Budget Revision/Resolution
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-213 EMS Fund Act	CC-041 Emergency Medical Services	GR000664 FY26- NM EMS FUND ACT GRANT	SC-033 Capital Outlay - Equipment			$183,249.00	$0.00	purchase zoll monitor and autopulse	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-213 EMS Fund Act	CC-041 Emergency Medical Services	GR000664 FY26- NM EMS FUND ACT GRANT		RC-032 Grant Revenues		$0.00	$183,249.00	ems fund act grant award	

EMS Fund Act Grant Award.pdf

File Name EMS Fund Act Grant Award.pdf
Content Type application/pdf
Updated By Alma Pacheco
Upload Date 09/22/2025 02:43:09 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/22/2025 02:43:10 PM	09/23/2025	Alma Pacheco	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/22/2025 03:07:07 PM		Andrew Bowen [C] (Cost Center Manager)	1	

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000683

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Sent Back	09/23/2025 11:26:16 AM	09/23/2025	Daniel Silva (Budget Manager)	1	Send Back Reason from Daniel Silva: Please correct. Can not move funds between Revenue and expenditure categories.
Budget Amendment Event	Budget Amendment Event	Submitted	09/23/2025 11:57:47 AM	09/23/2025	Alma Pacheco	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/23/2025 12:22:06 PM		Andrew Bowen [C] (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	10/06/2025 10:09:17 PM	09/23/2025	Erik Alvidrez (Budget Manager)	1	

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department	October 14, 2025
Initiating Department	**Meeting Date**
Andrew Bowen, Interim Fire Chief	20
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION TO CONSOLIDATE THREE (3) FIRE RESPONSE DISTRICTS IN ORDINANCE CHAPTER 31

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Doña Ana County Fire Rescue (DAFR) is requesting Commission approval to consolidate Fire Response Districts 1 (North), 2 (South), and 4 (Santa Teresa), and rename District 1 as District 1 – Doña Ana County District. The districts share similar resources and water supply, resulting in comparable ISO ratings, while District 3 – NMSU remains separate due to its stronger resources and rating. The change will improve efficiency and reduce confusion in reporting and funding.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

Approval of the resolution would streamline fire district administration with no additional cost, improving efficiency in reporting and funding processes.

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 9/26/2025
Andrew Bowen, Interim Fire Chief	Approved - 9/26/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Lucio Luttrell, Budget and Research Officer	Approved - 10/7/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Approve resolution authorizing the consolidation of Fire Response Districts in Ordinance Chapter 31

Type of Action: Resolution

Fiscal Impact: There is no fiscal impact identified at this time.

Strategic Plan Alignment: BNHS 5.2 and BNHS 5.5, % of career stations responding within their primary district and time of first fire unit arrival within 14 minutes.

Overview:

Dona Ana County Fire Rescue (DAFR) is asking the Commission's approval of a resolution authorizing the consolidation of Fire Response District 1 – North District, District 2 – South District, and District 4 – Santa Teresa and the renaming of District 1 to District 1 – Doña Ana County District.

The response resources and water supply in all of the fire response districts listed above are similar, thus resulting in similar ISO fire protection ratings. The response resources and water supply in Fire Response District 3 – NMSU District are significantly different than those in the other districts, thus resulting in a better ISO fire protection rating.

Approval of this resolution would improve efficiency and reduce confusion with fire reporting and funding.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the consolidation of Fire Response District 1 – North District, District 2 – South District, and District 4 – Santa Teresa and the renaming of District 1 to District 1 – Doña Ana County District.
- **Vote "NO" =** This will reject the resolution and result in an expedited ISO fire protection inspection of District 4 – Santa Teresa District.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE CONSOLIDATION OF FIRE RESPONSE DISTRICTS IN ORDINANCE CHAPTER 31

WHEREAS, the Board of County Commissioners has established fire districts in Ordinance Chapter 31 [FIRE AND EMERGENCY SERVICES], §31-5 Definitions; and

WHEREAS, the current Fire Response Districts are District 1 – North District, District 2 – South District, District 3 – NMSU District, and District 4 – Santa Teresa District; and

WHEREAS, District 1 – North District, District 2 – South District, and District 4 – Santa Teresa District have similar response resources and water supplies; and

WHEREAS, Doña Ana County Fire Rescue strives to provide fire and EMS services in and an efficient manner;

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Doña Ana County that Fire Response District 1 – North District, District 2 – South District, and District 4 – Santa Teresa be consolidated and renamed District 1 – Doña Ana County District.

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes renumbering District 3 – NMSU District to District 2 – NMSU District.

RESOLVED this 14TH day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	☐ For ☐ Against
Susana Chaparro, District 4, Vice Chair	☐ For ☐ Against
Gloria Gameros, District 2	☐ For ☐ Against
Shannon Reynolds, District 3	☐ For ☐ Against
Manuel A. Sanchez, District 5	☐ For ☐ Against

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department	October 14, 2025
Initiating Department	**Meeting Date**
Andrew Bowen, Interim Fire Chief	21
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AUTHORIZING THE USE OF $300,000 FROM THE HEALTHCARE RESERVE FUND TO NEW MEXICO STATE UNIVERSITY TO SUPPORT FIRE-BASED EMERGENCY MEDICAL SERVICES IN DOÑA ANA COUNTY THROUGH THE STAFFING OF PEAK-HOUR AMBULANCES, WITH ASSOCIATED BUDGET REVISION AND BUDGET RESOLUTION.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Doña Ana County Fire Rescue (DAFR) is requesting Commission approval to transfer $300,000 from the Healthcare Reserve Fund to create a grant for New Mexico State University. The grant would cover staffing costs for two peak-hour ambulances, building on a current collaboration where NMSU EMTs have been staffing a rescue unit since September 17, 2025, to reduce response and transport times during high-demand hours. Approval would maintain the existing unit and add a second unit in another area of the County.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

Approval of the resolution would transfer $300,000 from the Healthcare Reserve Fund to establish a grant for New Mexico State University, funding salary costs for two peak-hour ambulances. A total of $375k will have to be transferred from the Health Service Fund since expenditures are increasing in the Fire Chief Fund, which in turn causes its DFA fund reserve requirement to also increase. Therefore, an additional $75k will have to be transferred on top of the $300k to stay within the DFA fund reserve requirement.

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 9/26/2025
Andrew Bowen, Interim Fire Chief	Approved - 9/26/2025
Asma Dawood, Finance Director	Approved - 9/30/2025
Lucio Luttrell, Budget and Research Officer	Approved - 10/7/2025
Stephen Lopez, Assistant County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	October 14, 2025
Agenda Item Title:	Approve resolution authorizing the transfer of $300,000 from the healthcare reserve funds to New Mexico State University to staff peak hour EMS transport units.
Type of Action:	Resolution
Fiscal Impact:	If approved, would result in $300,000 being transferred from the Healthcare Reserve Fund.
Strategic Plan Alignment:	BNHS 5.2 and BNHS 5.5, % of career stations responding within their primary district and time of first fire unit arrival within 14 minutes.

Overview:

Dona Ana County Fire Rescue (DAFR) is asking the Commission's approval of a resolution authorizing the transfer of $300,000 from the Healthcare Reserve Fund to create a grant for New Mexico State University that would cover the cost of staffing two (2) rescues/ambulances during peak hours.

Since taking over emergency medical transport services on September 21st, 2025, DAFR has experience a high volume of calls for service on certain days of the week and certain hours of the day. New Mexico State University employees part-time, single role Emergency Medical Technicians (EMTs) that primarily staff special events. Since September 17th, 2025, two (2) of these EMTs have been staffing a peak hour rescue/ambulance that has been providing services to all areas of the County from 8:00 am to 8:00 pm, Wednesday through Sunday. This rescue has worked closely with DAFR staff to reduce response and transport times.

Approval of this resolution would aid New Mexico State University in covering salary costs for the current peak hour rescue unit and provide funding for a second peak hour rescue unit to be staffed in another area of the County.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the transfer of $300,00 from the Healthcare Reserve Fund to provide a grant to New Mexico State University to provide staffing for two (2) peak hour rescues/ambulances.
- **Vote "NO" =** This will reject the resolution and result in extended response and transport times during peak hours.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE TRANSFER OF $300,000 FROM THE HEALTHCARE RESERVE FUNDS TO NEW MEXICO STATE UNIVERSITY TO STAFF PEAK HOUR EMS TRANSPORT UNITS

WHEREAS, the Board of County Commissioners has established a Strategic Plan to guide efforts and expenditures; and

WHEREAS, the County's Strategic Plan includes the vital condition of Basic Needs for Health & Safety, with pre-hospital emergency medical services (EMS) being a main component; and

WHEREAS, Doña Ana County Fire Rescue assumed responsibility for all emergency medical transports in Doña Ana County on September 21, 2025, at 7:00 am; and

WHEREAS, areas of Doña Ana County experience a high demand for EMS transports during certain days of the week and certain hours of the day; and

WHEREAS, New Mexico State University employees part-time Emergency Medical Technicians (EMTs) that are primarily utilized to staff special events; and

WHEREAS, Doña Ana County and New Mexico State University currently collaborate to provide fire and EMS services to the New Mexico State University campus and Doña Ana County; and

WHEREAS, New Mexico State University is able to provide staff for two (2) Doña Ana County Fire Rescue rescues/ambulances that will be positioned in areas of the County and during times that experience a high demand for emergency medical transports; and

WHEREAS, the Board of County Commissioners finds that such cooperation will promote public safety, improve service reliability, and enhance regional emergency response while using public resources efficiently;

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Doña Ana County that up to $300,000 is to be transferred from the Healthcare Reserve Fund to Doña Ana County Fire Rescue to establish a grant for New Mexico State University to assign EMTs to staff rescues/ambulances during peak hours.

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the County Manager to establish a Memorandum of Understanding and/or any necessary policies and procedures for carrying out this resolution, as well as to sign all documents and agreements necessary to accomplish this purpose.

RESOLVED this 14TH day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	☐ For ☐ Against
Susana Chaparro, District 4, Vice Chair	☐ For ☐ Against
Gloria Gameros, District 2	☐ For ☐ Against
Shannon Reynolds, District 3	☐ For ☐ Against
Manuel A. Sanchez, District 5	☐ For ☐ Against

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000701

Company	Doña Ana County
Plan Template	Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan	FY26 DAC Amended Budget Detail
Organizing Dimension Type	
Amendment ID	BUDAMD00000701
Amendment Date	10/14/2025
Description	NMSU EMT
Amendment Type	Budget Revision/Resolution
Balanced Amendment	No
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-034 Health Services Fund	CC-001 Dona Ana County		SC-280 Transfer Out of Fund			$375,000.00	$0.00	Since expenditures are increasing in the Fire Chief Fund, the DFA reserve requirement will also increase, therefore an additional $75k will have to be transferred on top of the $300k.	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-003 Fire Chief - General Fund	CC-001 Dona Ana County		SC-279 Transfer Into Fund			$0.00	$375,000.00	Since expenditures are increasing in the Fire Chief Fund, the DFA reserve requirement will also increase, therefore an additional $75k will have to be transferred on top of the $300k.	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6600:Payments to Other Governments	F-003 Fire Chief - General Fund	CC-017 Fire Marshal		SC-198 Payments to Other Governments			$300,000.00	$0.00	nmsu emt support	

Process History

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 10/14/2025 : BUDAMD00000701

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/07/2025 08:28:13 AM	10/08/2025	Alma Pacheco	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/07/2025 09:54:37 AM		Andrew Bowen [C] (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	10/07/2025 02:15:57 PM	10/08/2025	Erik Alvidrez (Budget Manager)	1	

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Media & Public Communications	October 14, 2025
Initiating Department	**Meeting Date**
Scott Andrews, County Manager	22
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

PROCLAIM SEPTEMBER 15 THROUGH OCTOBER 15 AS HISPANIC HERITAGE MONTH IN DOÑA ANA COUNTY

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

We celebrate and recognize the contributions and influence of Hispanic Americans on the history, culture and achievements of the United States.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager — Created/Initiated - 9/29/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Proclamation

Doña Ana County
State of New Mexico

WHEREAS, today we join the nation and our state in celebrating Hispanic Heritage Month, from September 15 through October 15 to honor and highlight the diverse cultures, histories and contributions of the Hispanic community in our County; and

WHEREAS, Doña Ana County is a better place to live because of our proud multicultural heritage in agriculture, astronomy, business, creative industries, technology, science and sports. In these fields and many others, we find Hispanic leaders who are community advocates, firefighters, entertainers, lawyers and policymakers who elevate us all with their talent, perseverance and contributions; and

WHEREAS, diversity within the Hispanic community is as varied as our many cultures throughout the nation and we acknowledge that descendants from many Hispanic countries live among us and enrich our lives every day by sharing their experience, values, culture, music and cuisine; and

WHEREAS, as we commemorate Hispanic Heritage Month we acknowledge that our nation's strength lies in its diversity. By embracing every unique background and story, we honor their contributions and augment our own collective experience as Americans; and

WHEREAS, the Hispanic Chamber of Commerce, with it's diverse membership that includes businesses, non-profit organizations, individuals, and students continue in helping Hispanic professionals reach their goals and potential; and

WHEREAS, we encourage residents to participate in our community's learning and celebration opportunities throughout the month, ranging from cultural discussions to music and tasty food.

NOW THEREFORE, the Doña Ana County Board of Commissioners does hereby proclaim the month of September 15 to October 15 as

Hispanic Heritage Month

PROUNDLY PROCLAIMED this 14th day of October 2025

County Manager for Doña Ana County, New Mexico

_____ ___ yea ___ nay

Scott Andrews

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	October 14, 2025
Initiating Department	**Meeting Date**
Scott Andrews, County Manager	23
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

PROCLAIM NM NAACP STATE CONFERENCE OF BRANCHES IN DOÑA ANA COUNTY

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager — Created/Initiated - 9/26/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Proclamation

Doña Ana County
State of New Mexico

Whereas, the New Mexico NAACP State Conference of Branches is celebrating its 74th anniversary; and,

Whereas, commemoration of the 74th Annual NM NAACP State Conference will be held in Las Cruces this year; and

Whereas, the Dona Ana County Board of Commissioners acknowledges the work of the NAACP at the national, state and local levels; and,

Whereas, the theme for this year's conference is "the fierce urgency of now" which highlights the need for change that requires immediate attention; and,

Whereas, the fierce urgency of now calls for leaders and citizens from all walks of life to work together to eliminate inequality, injustice, and discord.

Now therefore, be it resolved that the Doña Ana County Board of Commissioners welcomes the delegates of the NM NAACP State Conference to Doña Ana County as we celebrate the milestones and the accomplishments of the NAACP; and,

Be it further resolved that the Doña Ana County Board of Commissioners proudly commemorates the 74th Annual NM NAACP State Conference and recognizes "the fierce urgency of now" as a time for all citizens to work in solidarity towards liberty and justice for all.

NM NAACP State Conference of Branches

PROUNDLY PROCLAIMED this 14th day of October 2025

County Manager for Doña Ana County, New Mexico

_____ ___ yea ___ nay

Scott Andrews

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Economic Development Office	October 14, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	24
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

MESILLA VALLEY ECONOMIC DEVELOPMENT ALLIANCE FY25 YEAR-END-PRESENTATION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

MVEDA FY25 Year-End update by Davin Lopez, CEO/President, on performance, results, and strategies for economic development and success in Doña Ana County.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Power Point Presentation

SUMMARY OF FINANCIAL IMPACT

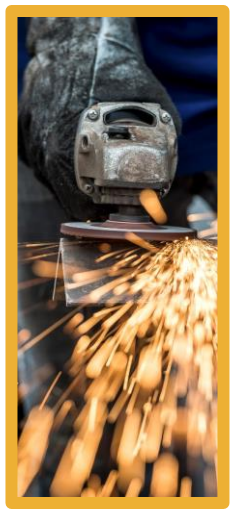
N/A

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Administrator	Created/Initiated - 9/8/2025
Christina Ainsworth, Community Development Director	Approved - 9/8/2025
Asma Dawood, Finance Director	Approved - 9/8/2025
Scott Andrews, County Manager	Final Approval - 10/6/2025

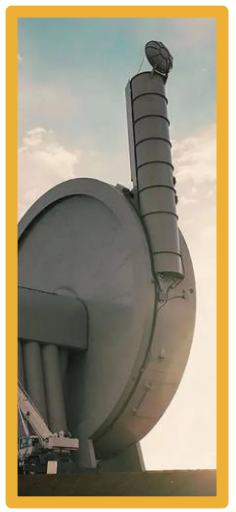
DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

NM BORDERPLEX

FY 2025 MVEDA Update to BOCC



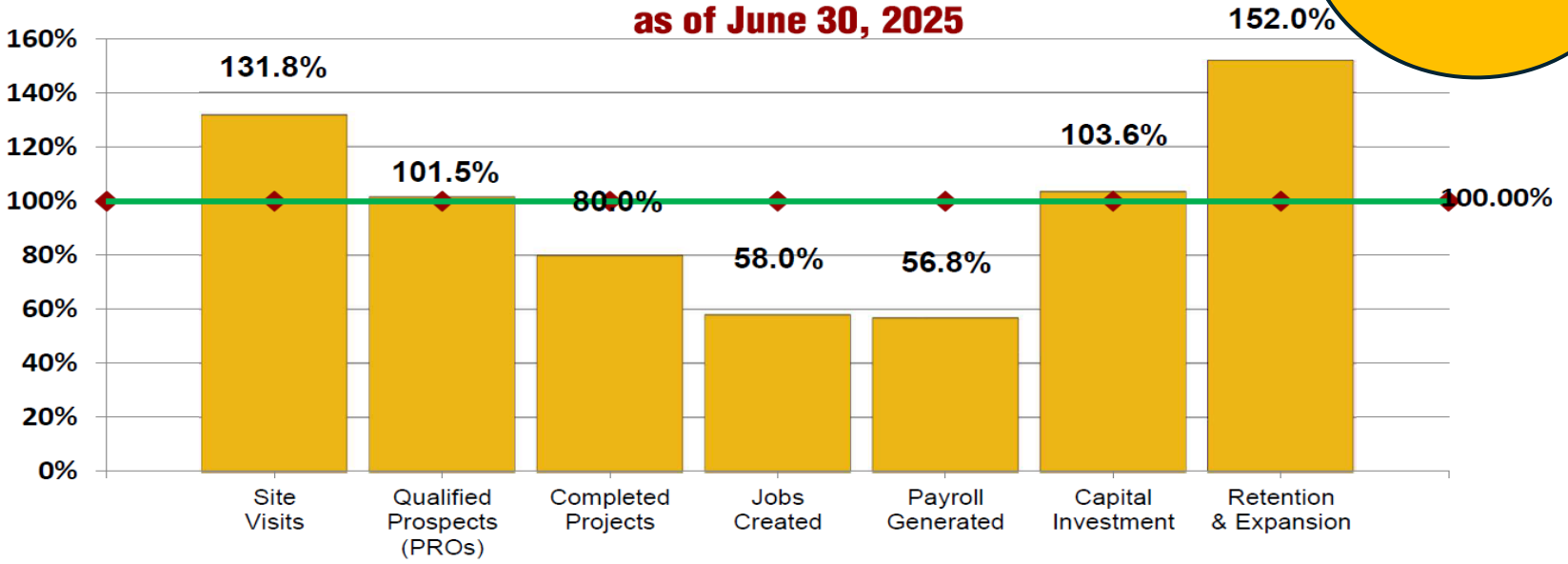

TRENDS & PROJECT DRIVERS

FY 2024-’25 YEAR END RESULTS

NM BORDERPLEX

MVEDA Dashboard - DAC

FY 2024-2025 Progress vs FY Annual Goals as of June 30, 2025



	Site Visits	Qualified Prospects (PROs)	Completed Projects	Jobs Created	Payroll Generated	Capital Investment	Retention & Expansion
Annual Target	22	65	10	650	$25,688,000	$70,000,000	50
YTD Actual	29	66	8	377	$14,582,330	$72,490,348	76

MVEDA's Mission: Grow the wealth of Doña Ana County through the creation of economic-based job opportunities for its residents.

YTD Actual — Annual Target — YTD Target

97%
Weighted Performance

COMPANIES SUPPORTED

Thyssenkrupp Materials
Franco Whole Foods(2)
LaPrimera Tortilla
Backyard Farms
Freeze Dried Products
NoPetro
Endeavor DNA

COUNTY’S ROI IN MVEDA

BREAK EVEN
$300K

AVERAGE NEW REVENUE
$6.3M**

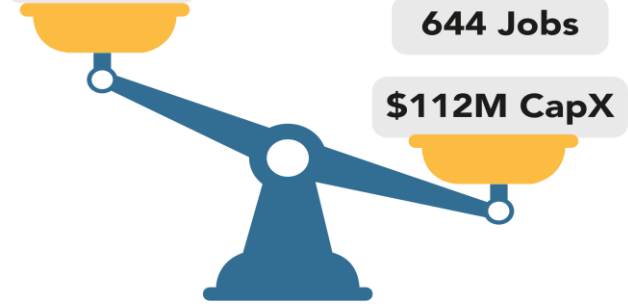
44 Jobs

$2.8M CapX

2,000% ROI on investment

644 Jobs

$112M CapX



**New revenue is the 5-year estimated tax impact based on an IMPLAN software analysis using MVEDA's 10-year average of 644 jobs, an average wage of $34,902, and a $112M capital investment.

NM BORDERPLEX

BUSINESS DEVELOPMENT SPENDING

**$50,000 of the budget will be dedicated to business development and marketing activities within target industries in Doña Ana County.

INDUSTRY ATTRACTION	TOTAL
A. TRADESHOW MARKETING	$168,368
B. SITE SELECTOR MARKETING	$14,240
C. MEXICO OUTREACH	$21,160
D. CENTER OF TRADE CAMPAIGN	$30,322
E. AUTOMATE UP AWARENESS CAMPAIGN	$2,755
F. HUBSPOT CAMPAIGN TOTAL	$9,250
G. NMTRADEPORT	$10,725
H. BROCHURES & COLLATERAL DEV. PRINT	$5,926
I. SOCIAL MEDIA INTEGRATION	$24,000
TOTAL INDUSTRY ATTRACTION	$286,746
TOTAL RETENTION & EXPANSION	$114,755
TOTAL BUSINESS DEVELOPMENT	$401,501

*As of April 30, 2025
* Does not factor in office or occupancy costs.
*Does not factor in costs to run programs (AutoUP, Closing Inc)
*Does not factor in costs of site selection data tools.

STRATEGIC INITIATIVES

Program Updates

NMBorderplex Closing Incentive



AutomateUP+



SITE READINESS PROGRAM

“Expanding Industry Attraction Opportunities”

- **Alignment with:**
  - SB 169 Site Readiness Program
  - HB 19 Tradeport Development Act
  - Legislative Infrastructure Funding,
  - Identified Private Sector Funding for Site Certifications
  - Working with land owners/ground developers.
- **Geographies Served:**
  - Vado/Berino – Old Dairies
  - Chaparral
  - State Land off Hwy 70 on East Side
  - 3 Sites in Santa Teresa

INDUSTRY TRENDS

INDUSTRY TRENDS – Growth in FDI & Trade

Onshoring/Nearshoring

- Supply Chain Disruptions
- Geopolitical /Friend Shoring
- Rising Costs of Production & Transportation
- Proximity to U.S. Consumer
- CHIPS, IRA, Tariffs…Encouraging Domestic Production

Growing North South Trade

- Mexico attracted $37 billion in FDI in 2024 (2.3% over 2023)
- 2023 - U.S. trade with Mexico surpassed China as the country's number-one trade partner.
- 20% of all US-Mexico Trade goes through the Borderplex Region
- Logistic flow through our port of entry will grow.

INDUSTRY TREND – Facilities Outdated /Low Inventory

Industrial Facilities in Short Supply

- Low Vacancy Rates: Last 3 years, industrial vacancy rates dropped to lowest in over 40 years (4%).
- Hyperactivity in advanced manufacturing depleted inventory for quality sites
- What is left requires lengthy and costly improvements for larger scale projects
- Vacancy Rates Rising: Still fairly low at 7.3% but have been rising as construction starts rise
- End Users have had no choice but to build ground-up.
- Provides DAC with short-term competitive parity.

Food Logistics

- Rise in online retail forcing new distribution models and special facilities
- 80% of Cold Storage Over 40 Years Old
- Food Processing Facilities Outdated

INDUSTRY TREND – Project Scopes Increasing

Rise of Mega Projects/Data Centers

- Fueled by Technology - Advanced Manufacturing/Automation/AI
- Increased CapX psf due to specialized equipment
- Escalating Power Requirements
  - 25 to 50+ MW becoming the minimum.
  - 125 MW Average

MEGA PROJECT
500+ Employees
500,000+ sf Facility
$250m CapX

PROJECT PROFILES

FY Project Parameters

July 1,2023 – June 30, 2025

125 of 216 Projects – Manufacturing & High Tech

Facility Square Footage



Permanent Employment



New Cap. Expenditures

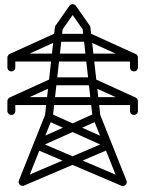


* Based on projects providing sufficient ***Project*** information for analysis

FY Project Utility Parmeters

July 1,2023 – June 30, 2025

125 of 216 Projects – Manufacturing & High Tech



Electrical Demand

Min **2 MW** — Median **20 MW** — Avg **146 MW** — Max **1250 MW**



Water Demand

Min **14,000 GPD** — Median **248,000 GPD** — Avg **1.4MGD** — Max **10.0 MGD**



Wastewater Demand

Min **3,788 GDP** — Median **173,000 GPD** — Avg **1.1 MGD** — Max **1.1 MGD**

- Based on projects providing sufficient ***utility*** information for analysis. Often companies will report usage based on where they feel the bottle necks occur. Full utility information requirements are provided in later rounds. Electric has been the number 1 concern projects past several years.

Infrastructure Availability to Meet Project Needs

NM BORDERPLEX

24.1%	20.7%	24.1%	6.9%	13.8%
were related to **Advanced mfg.**	were related to **Value Added Ag**	were related to **MEGA Projects**	were related to **Data Centers**	were related to **On-Shoring**
Fueled by international on-shoring trends	*Cold Storage* and Food Processing	500+ Jobs, 500,000+ S.F.,	Fueled by the growth of AI	Fueled by supply chains and proximity to customers
57% require infrastructure improvements *	**0%** require infrastructure improvements *	**66.7%** require infrastructure improvements *	**100%** require infrastructure improvements *	**60%** require infrastructure improvements *

* Based on projects providing sufficient utility information for analysis

COMMON REASONS FOR LOST OPPORTUNITIES



Projects where utility demand could not be met...

Projects requiring existing space which were not available at the time of PRO received.

Projects where Federal Regulations (CFIUS) excluded the project

This is just a broad level trend that we have noticed. At this point, hard to track and/or prove that is why we lost the project...

Projects which required a large workforce (1,000+ employees)

Please note that there is usually overlap between projects. For example, it is likely that a project requiring high utilities also required a large workforce. We are also not always given a reason for a company not looking at our region in the first place due to internal shortlisting criteria

SITE READINESS

SITE READY INFRASTRUCTURE

DAC Has Never Been Better Positioned For Industrial Attraction

- Window of Opportunity 10 Years +

  (As industry repositions its facilities, stabilizes supply chains, and industrial developers meet market needs).
- Some Level of Parity Against other States/Regions

BUT

- Lack of infrastructure readiness limits opportunities, especially for underserved rural areas of DAC.
- Financial readiness is often the barrier, not delivery timeline.
- Need pro-active approach to infrastructure & site readiness and developer attraction.

States that address infrastructure, site readiness, and speculative development the fastest will be the winners in job creation!

SITE READINESS IS KEY

36 States/Locals Have Formal Site Readiness Programs/Funds*

Virginia- $126 Million
Discretionary program for infrastructure site assessment and development to promote a competitive business environment. Priorities are to improve project-ready site inventory.

Tennessee $65 Million
Select Tennessee Site Certification Program ensures sites can be marketed as ready for development with a formal plan/timeline for infrastructure readiness to the site.

Ohio $50 Million
The Ohio Site Inventory Program offers grants, low-interest loans to support SPECULATIVE site and building development projects with no identified end user.

Michigan $87.5 Million
Speculative Building Tax Abatement provides tax abatements on costs of initial construction and finishing costs.

*AREA Report August, 2024

SITE READINESS IS KEY

NM BORDERPLEX

COMMUNITIES ARE COMPETING ALSO

COMMUNITY COMPETITIVENESS IN ECONOMIC DEVELOPMENT

(Annual Economic Development Budgets)*

*Budget numbers provided by MBG Group.
* Population figures are rounded to hundredth.

MCKINNEY
Population 213,500
$22,306,184

MIDLAND
Population 138,400
$17,293,853

LUBBOCK
Population 266,900
$8,812,026

BROWNSVILLE
Population 190,100
7,293,855

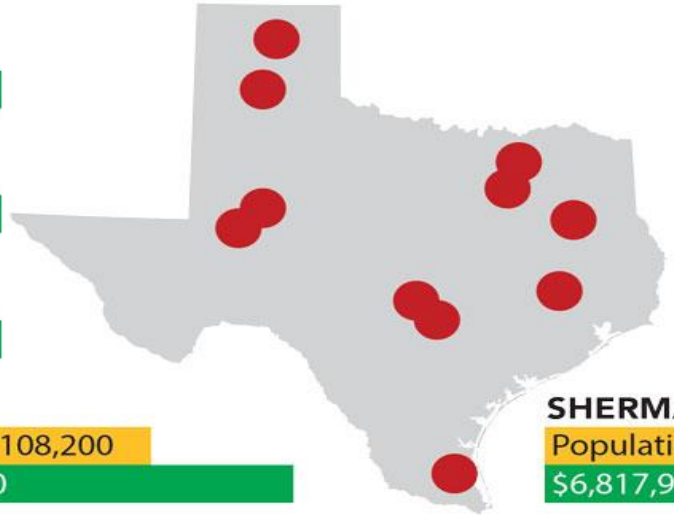
ODESSA
Population 115,700
$14,405,851

AMARILLO
Population 202,400
$25,149,623

BASTROP
Population 11,700
$4,722,712

TYLER
Population 110,300
$20,532,756

GEORGETOWN
Population 96,300
$3,174,204



CONROE
Population 108,200
$17,660,000

SHERMAN
Population 47,400
$6,817,965

LOCALIZED INCENTIVES

COMPETITIVE APPROACHES

- **Localized Closing Fund (Transparent & Marketable)**
  - NMBorderplex Closing Incentive has shown effectiveness.
- **Local Site Readiness Funding**
  - Partnership match to encourage greater State funding.
- **Maximize Tradeport Development Act**
  - Creative Public Private Partnerships
- **Attracting Spec Development to Assist with Infrastructure**
  - Deferred Competitive Loans

NMBORDERPLEX

LAS CRUCES • DOÑA ANA COUNTY

THANK YOU



NMBorderplex.com

MVEDA.com

277 E. Amador,
Ste. 304, Las Cruces,
NM 88001

Davin@mveda.com

MVEDA Office:

(575) 525-2852

REGULAR MEETING MINUTES

Chair Christopher Schaljo-Hernandez called the **Regular Meeting** of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Friday September 19, 2025** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:00:55

Invocation/Moment of Silence

Time: 9:01:10

Pledge of Allegiance

Time: 9:01:55

Led by Chair Schaljo-Hernandez

Roll Call of Commission Members Present and Determination of Quorum

Time: 9:03:10

Led by Brandi Delgado, Administrative Assistant

District 2: Gloria Gameros, Commissioner- Present via Webex
District 3: Shannon Reynolds, Commissioner- Present
District 5: Manuel Sanchez, Commissioner- Present
District 4: Susana Chaparro, Vice-Chair- Present in person @ 9:39:05
District 1: Christopher Schaljo-Hernandez, Chair- Present

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

CHANGES TO THE AGENDA: Scott Andrews, County Manager

Time: 9:03:40

There were no changes to the agenda

CONSENT AGENDA

Time: 9:05:30

In order to listen to Consent Agenda go to:
https://youtu.be/wgLPWsQLMMA?t=798

1. Accept Grant Agreement for $250,000 from the State of New Mexico Department of the Environment for the La Union Flood Control Improvements **Resolution** with Associated Budget Revision and **Resolution** — John Gwynne, Flood Director

RESOLUTION NO. 2025-106
RESOLUTION NO. 2025-107

2. Approve **resolution** between Doña Ana County and Creative Pro Aviation Storage, LLC. for a Lease Contract for Lot T-24 at the Doña Ana County International Jetport in the amount of $3,735.60 for the first — William Provance, Jetport Manager

year, subject to approval by the New Mexico State Board of Finance Subject to approval by the New Mexico State Board of Finance

RESOLUTION NO. 2025-108

3. Approve a **resolution** declaring the adoption of a biennial budget process — Lucio Luttrell, Budget and Research Officer

RESOLUTION NO. 2025-109

4. Approve **Resolution** authorizing County Manager to extend Memorandum of with New Mexico State University for Interim Fire Chief until new Chief is hired; allowing for December 2025 to be for onboarding and orienting the new Chief — Andrew Bowen, Interim Fire Chief

RESOLUTION NO. 2025-110

5. Award project contract to Global Maven Enterprises Inc. through Cooperative Educational Services (CES) 2023-05-R1218-ALL in an amount of $1,511,641.25 to complete improvements at the Transitional Living Center located at 854 N. Motel Blvd — Robert Herrera, Facilities & Services, Director; Justin Weaver, Project Manager

6. Award Project Contract to Excerplay through CES in the amount not to exceed $164,658.37 for the installation of new play structures within the La Mesa Community Center Park — Robert Herrera, Facilities & Services, Director; Justin Weaver, Project Manager

7. Award Project Contract to Lynco Electric through CES in the amount not to exceed $587,990.54 for the purchase and installation of the backup generator at the new OEM Facility — Robert Herrera, Facilities & Services, Director; Justin Weaver, Project Manager

Motion to approve consent agenda items 1-7 by Commissioner Reynolds

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve consent agenda passed with a vote of 4-0

EMPLOYEE RECOGNITION

Time: 9:07:00

In order to listen to Employee Recognition go to:
https://youtu.be/wgLPWsQLMMA?t=888

Name	Department	Years of Service
Joseph Vargas	Digital Communications	10
Shawn Spain	Human Resources	10
Luis Salcido	Detention Center	15
Salomon Lara	Sheriff's	15
Erika Quezada	Engineering/Roads	25
William Provance	Jetport	11 (Retirement)

PROCLAMATIONS

8. Proclaim September 30- October 3 as Walk to School in Doña Ana County — Scott Andrews, County Manager

Time: 9:10:20

In order to listen to the Proclamation go to:
https://youtu.be/wgLPWsQLMMA?t=1090

PUBLIC INPUT

Time: 9:18:50

In order to listen to Public Input go to:
https://youtu.be/wgLPWsQLMMA?t=1599

COMMISSION INPUT

Time: 9:26:50

In order to listen to Commission Input go to:
https://youtu.be/wgLPWsQLMMA?t=2075

COUNTY ELECTED OFFICIALS' INPUT

Time: 9:27:40

In order to listen County Elected Officials Input go to:
https://youtu.be/wgLPWsQLMMA?t=2127

STAFF INPUT

Time: 9:30:10

In order to listen to Staff Input go to:
https://youtu.be/wgLPWsQLMMA?t=2277

COMMISSION-APPOINTED BOARD REPORT BACK

Time: 9:30:15

In order to listen to Commission Appointed Board Report Back go to:
https://youtu.be/wgLPWsQLMMA?t=2286

MINUTES

9. Regular Meeting Minutes for September 9, 2025 — Brandi Delgado, Administrative Assistant

Time: 9:31:00

In order to listen to the Minutes go to:
https://youtu.be/wgLPWsQLMMA?t=2326

Motion to approve Regular Meeting Minutes for September 9, 2025 by Commissioner Sanchez

Second by Commissioner Reynolds
District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve minutes passed with a vote of 5-0

HEARINGS and ORDINANCES

10. An **ordinance** authorizing the issuance and sale of Doña Ana county, New Mexico taxable industrial revenue bonds (Project Jupiter) series — Denisse Carter,

2025a, series 2025b and series 2025c, collectively in a maximum, aggregate principal amount up to $165,000,000,000 (the “bonds”), with series 2025a being in the maximum, aggregate principal amount of $15,000,000,000, series 2025b being in a maximum, aggregate principal amount of up to $25,000,000,000 and consisting of four anticipated subseries, and series 2025c being in a maximum, aggregate principal amount of up to $125,000,000,000. The project would include the construction, development, and acquisition of a hyperscale, artificial intelligence (ai) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the boundaries of Doña Ana County

Economic Development Administrator

Time: 9:31:40

In order to listen to the Ordinance go to:
https://youtu.be/wgLPWsQLMMA?t=2370

Motion to approve An ordinance authorizing the issuance and sale of Doña Ana county, New Mexico taxable industrial revenue bonds (Project Jupiter) series 2025a, series 2025b and series 2025c, collectively in a maximum, aggregate principal amount up to $165,000,000,000 (the “bonds”), with series 2025a being in the maximum, aggregate principal amount of $15,000,000,000, series 2025b being in a maximum, aggregate principal amount of up to $25,000,000,000 and consisting of four anticipated subseries, and series 2025c being in a maximum, aggregate principal amount of up to $125,000,000,000. The project would include the construction, development, and acquisition of a hyperscale, artificial intelligence (ai) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the boundaries of Doña Ana County by Commissioner Sanchez

Second by Commissioner Reynolds

Motion to postpone Ordinance for 60 days to November 25, 2025 by Vice Chair Chaparro

Motion to postpone ordinance failed due to lack of a second

Time: 9:53:15

In order to listen to the motion to go into closed session go to:
https://youtu.be/wgLPWsQLMMA?t=3659

Motion to go into closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) by Chair Schaljo-Hernandez
Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- No
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to go into closed session passed with a vote of 4-1

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 10:37:05

In order to listen to the statement to convene in open session go to:
https://youtu.be/wgLPWsQLMMA?t=6294

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

Motion to resume in open session by Commission Sanchez

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to resume in open session passed with a vote of 5-0

Motion to postpone Ordinance to a later date on October 28, 2025 by Vice Chair Chaparro

Motion to postpone ordinance failed due to lack of a second

Public Input in opposition of Project Jupiter

Time: 11:12:20

In order to listen to Public Input go to:
https://youtu.be/wgLPWsQLMMA?t=8349

Break taken at 12:17:30
Back from Break at 12:27:24

Public Input in support of Project Jupiter

Time: 12:28:30

In order to listen to Public Input go to:
https://youtu.be/wgLPWsQLMMA?t=12980

Break taken at 1:30:25
Back from Break at 1:35:05

Public Input in opposition of Project Jupiter

Time: 1:35:20

In order to listen to Public Input go to:
https://youtu.be/wgLPWsQLMMA?t=16989

Break taken at 2:51:20
Back from break at 2:58:50

Public Input in support of Project Jupiter

Time: 2:59:00

In order to listen to Public Input go to:

https://youtu.be/wgLPWsQLMMA?t=22007

Motion to postpone Ordinance to postpone for 30 days by Vice Chair Chaparro

Motion to postpone was withdrawn by Vice Chair Chaparro

Motion to postpone to October 20, 2025 as a Special Meeting by Vice Chair Chaparro

Motion to postpone Ordinance failed due to lack of a second

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- No
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve an ordinance passed with a vote of 4-1

ORDINANCE 367-2025

Break taken at 4:09:20
Back from break at 4:30:45

11. Approve an **Ordinance** for [Red Chiles A, LLC, A Delaware Limited Liability Company, Red Chiles B, LLC, A Delaware Limited Liability Company, Red Chiles C, LLC, A Delaware Limited Liability Company, Red Chiles D, LLC, A Delaware Limited Liability Company (Collectively, And Together With Their Successors, Assigns And Affiliates, "Red Chiles")] And Yucca Growth Infrastructure, LLC, A Delaware Limited Liability Company (Together With Its Successors, Assigns And Affiliates, "Yucca Growth" And Together With Red Chiles, The "Companies") pursuant to the Local Economic Development Act (LEDA)

Denisse Carter, Economic Development Administrator

Time: 4:30:45

In order to listen to the Ordinance go to:
https://youtu.be/wgLPWsQLMMA?t=27513

Motion to approve an ordinance for [Red Chiles A, LLC, A Delaware Limited Liability Company, Red Chiles B, LLC, A Delaware Limited Liability Company, Red Chiles C, LLC, A Delaware Limited Liability Company, Red Chiles D, LLC, A Delaware Limited Liability Company (Collectively, And Together With Their Successors, Assigns And Affiliates, "Red Chiles")] And Yucca Growth Infrastructure, LLC, A Delaware Limited Liability Company (Together With Its Successors, Assigns And Affiliates, "Yucca Growth" And Together With Red Chiles, The "Companies") pursuant to the Local Economic Development Act (LEDA) by Commissioner Reynolds

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- No
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve an ordinance passed with a vote of 4-1

ORDINANCE NO. 368-2025

COMMISSION INPUT (FOLLOW-UP)

Time: 4:42:30

There was no Commission Input Follow up

CORRESPONDENCE

12. Correspondence received by Doña Ana County — Brandi Delgado, Administrative Assistant

    Time: 4:42:40

    In order to listen to Correspondence go to:
    https://youtu.be/wgLPWsQLMMA?t=28229

    1. Ernest and Lupe Nevarez vs. DAC
    2. Kenneth James Gutierrez vs. DAC

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978)

Time: 4:43:10

In order to listen to the motion to go into closed session go to:
https://youtu.be/wgLPWsQLMMA?t=28258

Closed session was postponed to the next meeting on Tuesday, October 14, 2025

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

Time: 4:43:45

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro , Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against
Manuel A. Sanchez, Commissioner, District 5	For/Against

ATTEST:

_____

WORK SESSION MINUTES

The following will be considered at the **Work Session** of the Doña Ana County Board of County Commissioners to be held on **Tuesday, October 7, 2025, at 9:00 AM** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:08:10

Pledge of Allegiance

Time: 9:08:25

Led by Commissioner Gameros

Those present were Commissioner Gameros, via WebEx Commissioner Sanchez and Commissioner Reynolds @ 9:016:45

1. Review Resolution number 2024-82 "Resolution to Adopt Public Safety Background Standards"

   Time: 9:09:15

   In order to listen to Review of Resolution 2024-82 go to:
   https://youtu.be/HkcKC0qQxKc?t=814

2. Government Center Security Improvements

   Time: 9:31:40

   In order to listen to Security Improvements go to:
   https://youtu.be/HkcKC0qQxKc?t=2157

STAFF INPUT

Time: 9:48:50

In order to listen to Staff Input go to:
https://youtu.be/HkcKC0qQxKc?t=3187

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978)

Time: 9:56:30

In order to listen to the motion to go into closed session go to:
https://youtu.be/HkcKC0qQxKc?t=3647

Motion to convene in closed session regarding the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) by Commissioner Gameros

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Absent

Motion to go into closed session passed with a vote of 3-0

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 11:20:35

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro , Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against
Manuel A. Sanchez, Commissioner, District 5	For/Against

ATTEST:

_____
Amanda López Askin, Ph.D. County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development	October 14, 2025
Initiating Department	**Meeting Date**
Christina Ainsworth, Community Development Director	27
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ANNEXATION PETITION SUBMITTED BY THE CITY OF SUNLAND PARK FOR APPROXIMATELY 533.82-ACRES LOCATED ALONG THE NW MUNICIPAL BOUNDARY OF THE CITY OF SUNLAND PARK AND PETE DOMENICI HIGHWAY.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Pursuant to §3-7-17.1 NMSA 1978, the City of Sunland Park (CSLP) is soliciting comments from the BOCC regarding the annexation petition of approximately 533 acres of vacant land located in the vicinity of the western municipal boundary line of the City of Sunland Park and Pete Domenici Hwy. Approximately 307 acres of the requested annexation is for a future mix land use development to be known as Rancho Santa Teresa, Units 9-12. Case No. ANX25-001 was submitted by petitioners CG7 LLC., Mesilla Bolson Properties LLC., Lenmark Construction Inc., and Marcos Rivera, who currently own the majority of the 533 acres. There are no County-owned properties or rights-of-way within the requested annexation area. The 533 acres are contiguous to the limits of the City of Sunland Park. The BOCC provides the following comments to the City of Sunland Park: 1) The area of annexation will create an undesirable boundary line that leaves an "island" composed of the Casas Lindas Subdivision, Desert Shadow Subdivision, and the Santa Teresa Terrace Apartments in the middle of the proposed area of annexation. This may lead to the possibility of jurisdictional confusion for emergency response and other required services. Pursuant to NM Statutes § 3-7-17.1D, it is recommended this area be made part of the annexation.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1. Executive Summary. 2. Draft Letter to the City of Sunland Park. 3. City of Sunland Park Notice of Petition.

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Albert Casillas, Planner	Created/Initiated - 9/26/2025
Christina Ainsworth, Community Development Director	Approved - 10/7/2025
Asma Dawood, Finance Director	Approved - 10/7/2025
Scott Andrews, County Manager	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

EXECUTIVE SUMMARY
ANNEXATION REQUEST ANX25-001

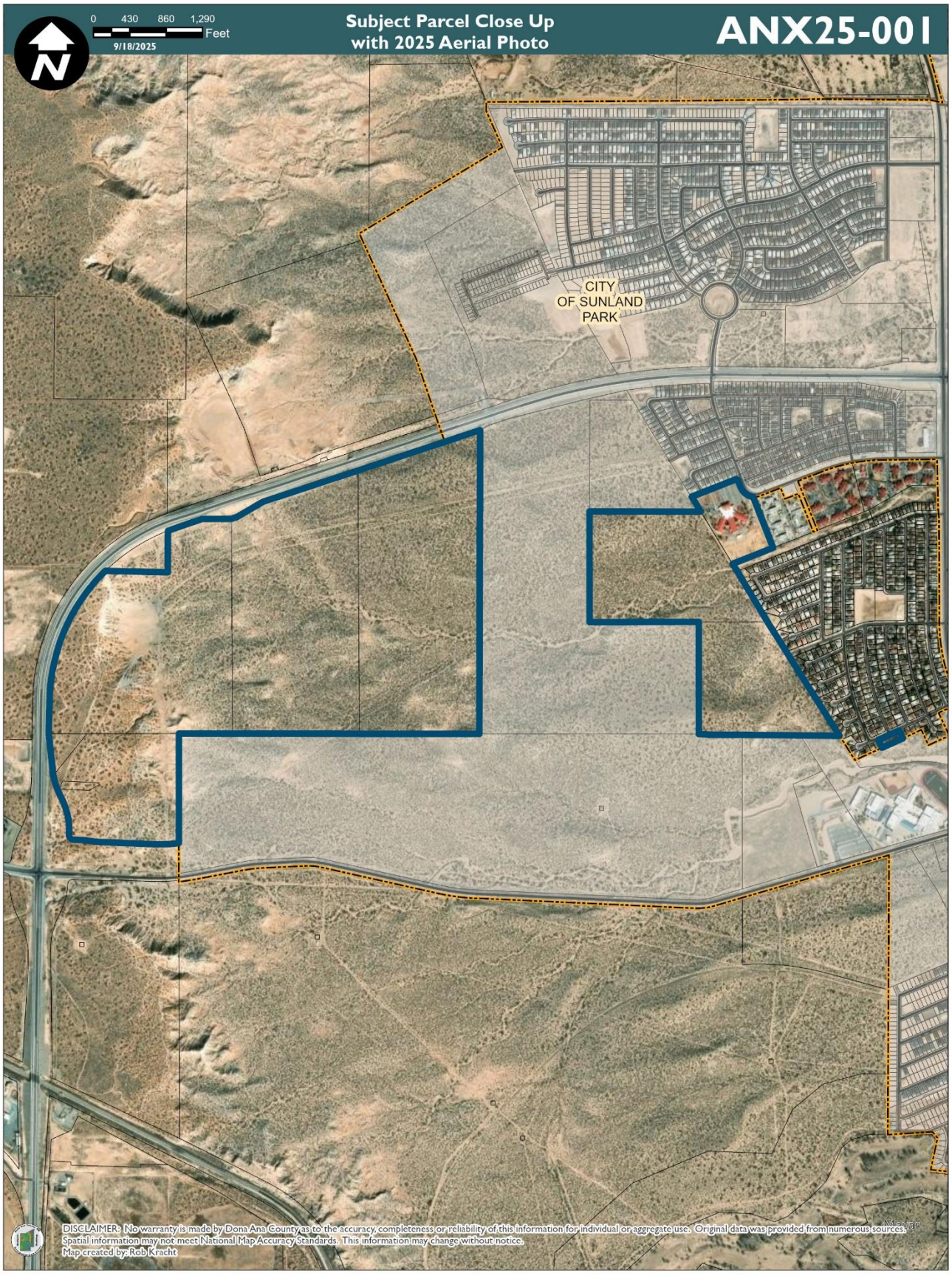
Pursuant to §3-7-17.1 NMSA 1978, the City of Sunland Park (CSLP) is soliciting comments from the BOCC regarding the annexation petition of approximately 533 acres of vacant land located in the vicinity of the western municipal boundary line of the City of Sunland Park and Pete Domenici Hwy. Approximately 307 acres for the requested annexation is for a future mixed land use development to be known as Rancho Santa Teresa, Units 9-12. Case No. ANX25-001, submitted by petitioners: CG7 LLC.; Mesilla Bolson Properties LLC.; Lenmark Construction Inc.; and Marcos Rivera who currently own the majority of the 533 acres. There are no County owned properties or rights-of-way within the requested annexation area. The 533 acres are contiguous to the limits of the City of Sunland Park.

The Development Review Committee ("DRC") met on October 2, 2025 and voted to conditionally approve the annexation with has the following comments:

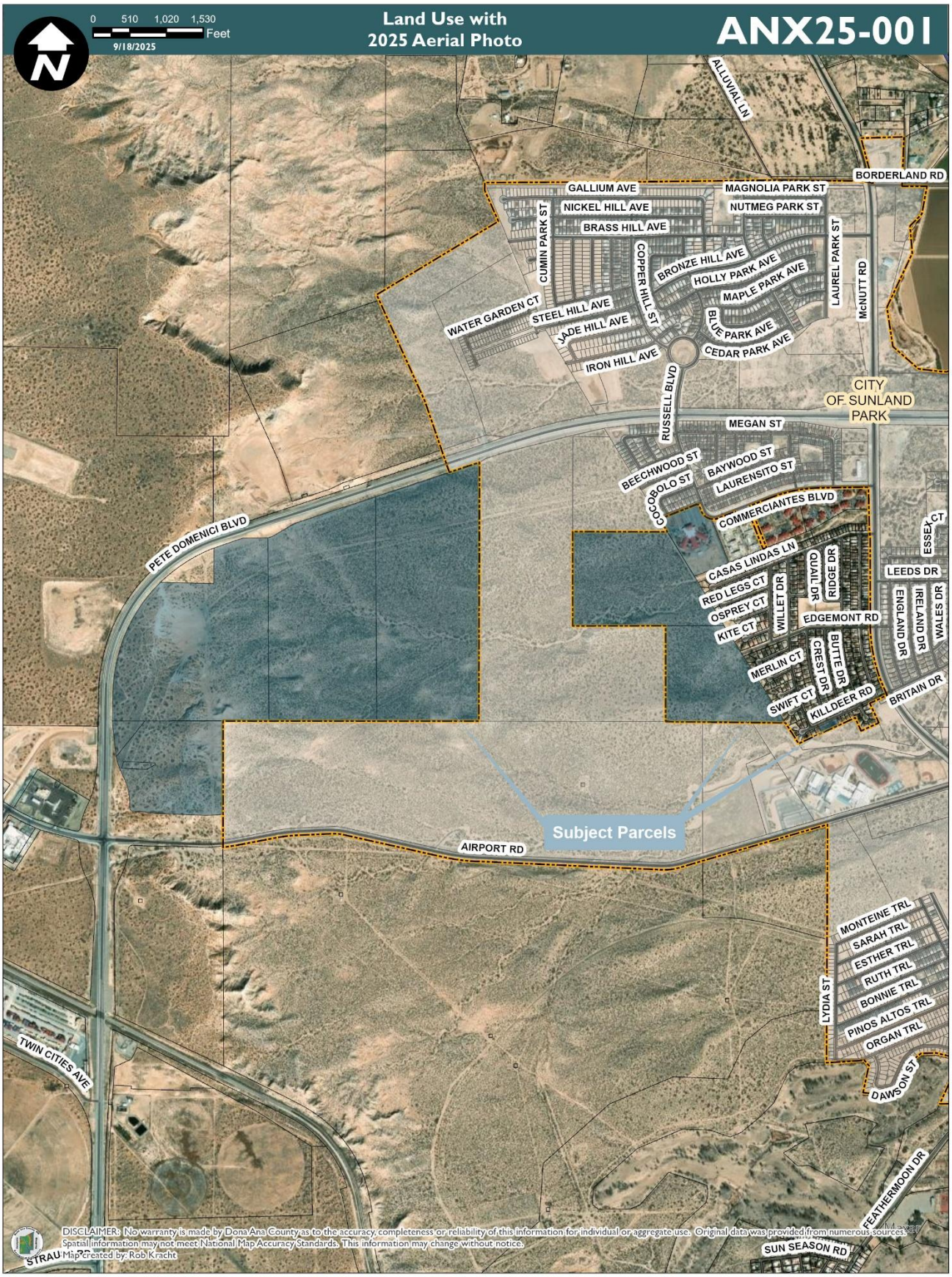
1. The area of annexation will create an undesirable boundary line that leaves an "island" composed of the Casas Lindas Subdivision, Desert Shadow Subdivision, and the Santa Teresa Terrace Apartments in the middle of the proposed area of annexation. This may lead to the possibility of jurisdictional confusion for emergency response and other required services. Pursuant to NM Statutes § 3-7-17.1D, it is recommended this area be made part of the annexation (see attached map).

Area to Remain under DAC Jurisdiction, recommend include with Annexation.
LEGEND:
CITY OF SUNLAND PARK
PROPOSED ANNEXATION
PROPOSED CITY OF SUNLAND PARK LIMITS
EXISTING CITY OF SUNLAND PARK LIMITS
LAMPHERE LACEE L TRUSTEE PARCEL NO. 17-14915
GADSDEN INDEPENDENT SCHOOL PARCEL NO. 401416643806O
AVILA GONZALO PINEDO PARCEL NO. 17-13563
LENMARK CONSTRUCTION INC PARCEL NO. 17-19615
BOARD OF EDUCATION GADSEN PARCEL NO. 17-17064
RIVERA MARCOS PARCEL NO. 17-19614
CHECKPOINT GINGER LLC PARCEL NO. 401416519619G
CHECKPOINT GINGER LLC PARCEL NO. 17-19612
CGDP2 LLC PARCEL NO. 17-19530
MESILLA BOLSON PROPERTIES LLC PARCEL NO. 17-19626
TERESA PASEO II JOINT VENTURE PARCEL NO. 17-19621
CG7 LLC PARCEL NO. 401416523794
CG7 LLC PARCEL NO. 401316510729З
PASEO DEL NORTE LLC PARCEL NO. 17-02832
TIERRA SANTA LAND LLC PARCEL NO. 401316648942O
CORTEZ MIGUEL ANGEL PARCEL NO. 401316519419Z
DONA ANA COUNTY PARCEL NO. 401216403050O
PETE V DOMENICI HIGHWAY
AIRPORT ROAD
COUNTY LIMITS
PROPOSED CITY LIMITS
EXISTING CITY LIMITS
RANCHO SANTA TERESA - UNITS 9-12 PROPOSED ANNEXATION
Kimley»Horn

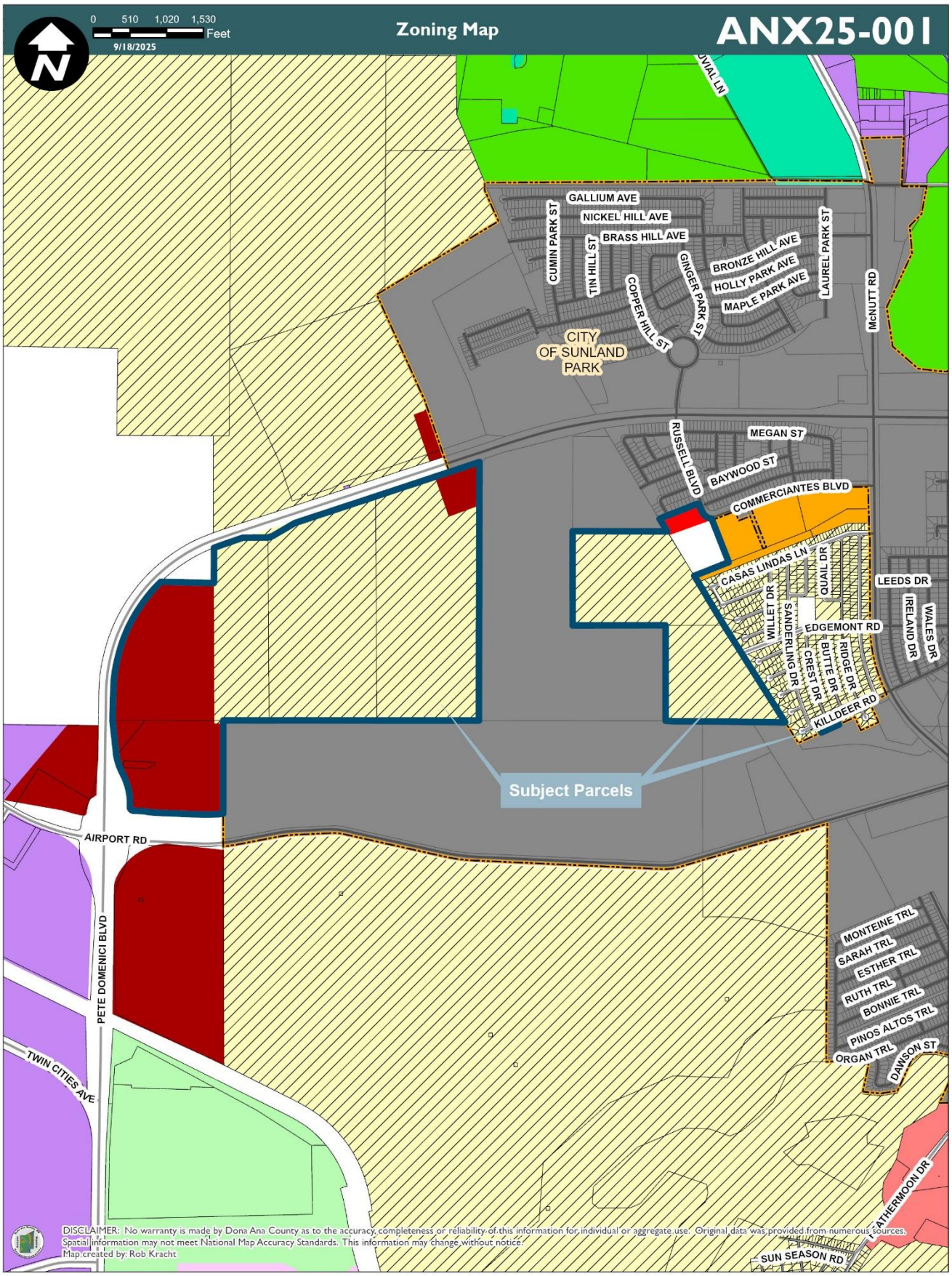
SUBJECT PROPERTY

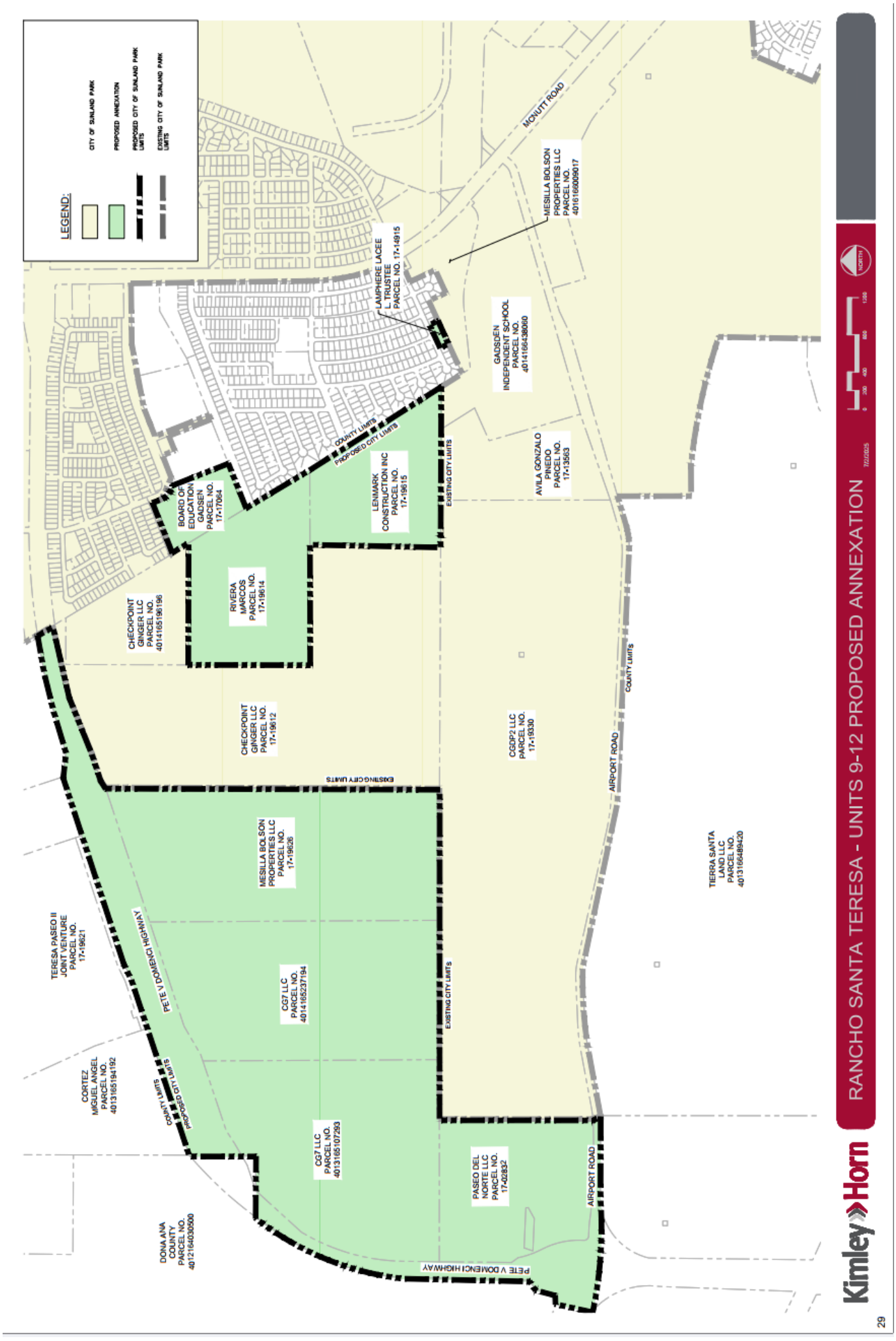


SURROUNDING AREAS



ZONING MAP


0 510 1,020 1,530
Feet
9/18/2025
Zoning Map
ANX25-001
GALLIUM AVE
NICKEL HILL AVE
BRASS HILL AVE
CUMIN PARK ST
TIN HILL ST
COPPER HILL ST
GINGER PARK ST
BRONZE HILL AVE
HOLLY PARK AVE
MAPLE PARK AVE
LAUREL PARK ST
McNUTT RD
CITY OF SUNLAND PARK
RUSSELL BLVD
MEGAN ST
BAYWOOD ST
COMMERCIANTES BLVD
CASAS LINDAS LN
QUAIL DR
WILLET DR
SANDERLING DR
CREST DR
BUTTE DR
RIDGE DR
EDGEMONT RD
KILLDEER RD
LEEDS DR
IRELAND DR
WALES DR
Subject Parcels
AIRPORT RD
PETE DOMENICI BLVD
TWIN CITIES AVE
MONTEINE TRL
SARAH TRL
ESTHER TRL
RUTH TRL
BONNIE TRL
PINOS ALTOS TRL
ORGAN TRL
DAWSON ST
ATHERMOON DR
SUN SEASON RD
DISCLAIMER: No warranty is made by Dona Ana County as to the accuracy, completeness or reliability of this information for individual or aggregate use. Original data was provided from numerous sources. Spatial information may not meet National Map Accuracy Standards. This information may change without notice.
Map created by: Rob Kracht


LEGEND:
CITY OF SUNLAND PARK
PROPOSED ANNEXATION
PROPOSED CITY OF SUNLAND PARK LIMITS
EXISTING CITY OF SUNLAND PARK LIMITS
MCNUTT ROAD
MESILLA BOLSON PROPERTIES LLC PARCEL NO. 4016166009017
LAMPHERE LACEE L TRUSTEE PARCEL NO. 17-14915
GADSDEN INDEPENDENT SCHOOL PARCEL NO. 401416643806O
AVILA GONZALO PINEDO PARCEL NO. 17-13563
LENMARK CONSTRUCTION INC PARCEL NO. 17-19615
BOARD OF EDUCATION GADSEN PARCEL NO. 17-17064
RIVERA MARCOS PARCEL NO. 17-19614
CHECKPOINT GINGER LLC PARCEL NO. 401416519619B
CHECKPOINT GINGER LLC PARCEL NO. 17-19612
CGDP2 LLC PARCEL NO. 17-19930
MESILLA BOLSON PROPERTIES LLC PARCEL NO. 17-19626
TERESA PASEO II JOINT VENTURE PARCEL NO. 17-19621
CG7 LLC PARCEL NO. 401416523719A
CG7 LLC PARCEL NO. 401316510729B
CORTEZ MIGUEL ANGEL PARCEL NO. 401316519419Z
PASEO DEL NORTE LLC PARCEL NO. 17-02832
DONA ANA COUNTY PARCEL NO. 401216403050O
TIERRA SANTA LAND LLC PARCEL NO. 401316648942O
PETE V DOMENICI HIGHWAY
AIRPORT ROAD
COUNTY LIMITS
PROPOSED CITY LIMITS
EXISTING CITY LIMITS
RANCHO SANTA TERESA - UNITS 9-12 PROPOSED ANNEXATION
Kimley»Horn
NORTH
29


PROPOSED LAND USE LEGEND:
RESIDENTIAL
COMMERCIAL
STREETS/PAVEMENT
PARK/POND
OPEN SPACE
LAND USE SUMMARY:
LAND USE | AREA± (AC.)
RESIDENTIAL (952 LOTS) | 132.8
COMMERCIAL | 82.4
STREETS/PAVEMENT | 60.1
PARK/POND | 13.9
OPEN SPACE | 18.2
RANCHO SANTA TERESA - UNITS 9-12 MASTER PLAN
Kimley»Horn
MAJOR COLLECTOR ROAD (2OH40)
MINOR COLLECTOR ROAD
AIRPORT ROAD
PETE V DOMENICI HIGHWAY
COMMERCIAL 41.8± AC.
COMMERCIAL 40.7± AC.
70.0' DRAINAGE/UTILITY EASEMENT
EL PASO ELECTRIC EASEMENT – INST 1325708
10' QUEST EASEMENT – EXCEPTION 10
FUTURE EXTENSION
ROUNDABOUT
DRAINAGE/PARK 13.9± AC.
OPEN SPACE 2.9± AC.
OPEN SPACE 3.0± AC.
OPEN SPACE 2.4± AC.
OPEN SPACE 2.5± AC.
OPEN SPACE 1.3± AC.
OPEN SPACE 4.3± AC.
OPEN SPACE 2.0± AC.
110.0' OPEN SPACE
70.0' OPEN SPACE
TERESA PASEO II JOINT VENTURE PARCEL NO. 4013165301078
CORTEZ MIGUEL ANGEL PARCEL NO. 4013165194192
DONA ANA COUNTY PARCEL NO. 4012164030500
CHECKPOINT GINGER LLC PARCEL NO. 4014165196196
RIVERA MARCOS PARCEL NO. 4014165235327
CHECKPOINT GINGER LLC PARCEL NO. 4014165095361
LENMARK CONSTRUCTION INC PARCEL NO. 4014165343461
AVILA GONZALO PINEDO PARCEL NO. 4014166348090
CGDP2 LLC PARCEL NO. 4013168497100
TIERRA SANTA LAND LLC PARCEL NO. 4013168489420
PASEO DEL NORTE LLC PARCEL NO. 4013166080100

Doña Ana County

October 14, 2025

Mayor Javier Perea and City Councilors
City of Sunland Park
1000 McNutt Road
Sunland Park, NM 88063

Re: ANX25-001, Rancho Santa Teresa

Dear Mayor and Councilors,

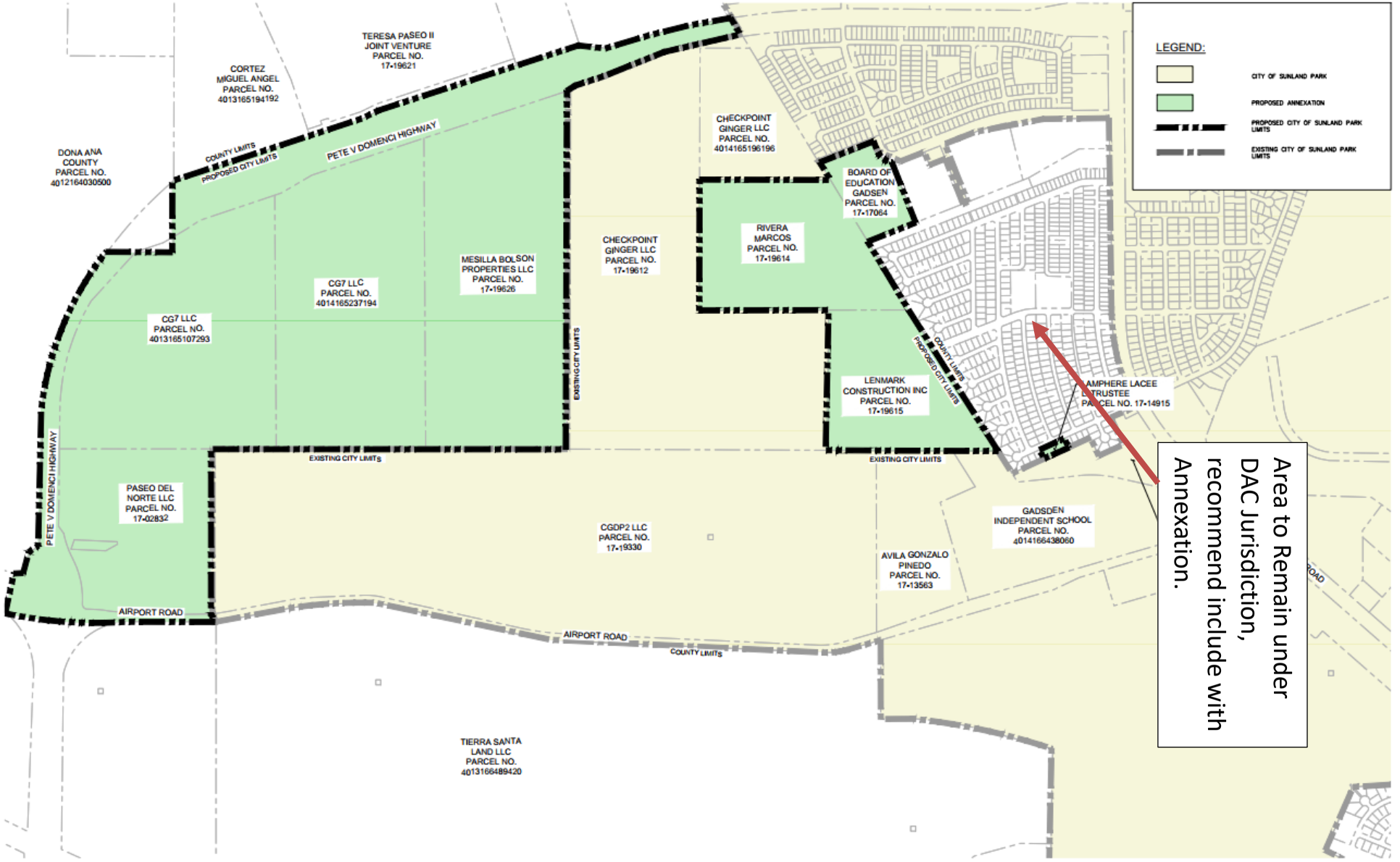
The Doña Ana County Board of Commissioners ("BOCC") met on October 14, 2025 to review and comment on the proposed annexation petition submitted by CG7 LLC., Mesilla Bolson Properties LLC., Lenmark Construction Inc., and Marcos Rivera to the City of Sunland Park for approximately 533 acres of vacant land located in the vicinity of the western municipal boundary line of the City of Sunland Park and Pete Domenici International Hwy. Approximately 307 acres of the requested annexation is for a future mixed land use development to be known as Rancho Santa Teresa, Units 9-12. There are no County owned properties or rights-of-way within the requested annexation area. The BOCC has the following comments:

1. The area of annexation will create an undesirable boundary line that leaves an "island" composed of the Casas Lindas Subdivision, Desert Shadow Subdivision, and the Santa Teresa Terrace Apartments in the middle of the proposed area of annexation. This may lead to the possibility of jurisdictional confusion for emergency response and other required services. Pursuant to NM Statutes § 3-7-17.1D, it is recommended this area be made part of the annexation (See Attached).

Sincerely,

Christopher Schaljo-Hernandez
Chairman
Doña Ana County Commission

DRAFT


LEGEND:
CITY OF SUNLAND PARK
PROPOSED ANNEXATION
PROPOSED CITY OF SUNLAND PARK LIMITS
EXISTING CITY OF SUNLAND PARK LIMITS
TERESA PASEO II JOINT VENTURE PARCEL NO. 17-19621
CORTEZ MIGUEL ANGEL PARCEL NO. 4013165194192
DONA ANA COUNTY PARCEL NO. 4012164030500
COUNTY LIMITS
PROPOSED CITY LIMITS
PETE V DOMENCI HIGHWAY
CHECKPOINT GINGER LLC PARCEL NO. 4014165196196
BOARD OF EDUCATION GADSEN PARCEL NO. 17-17064
RIVERA MARCOS PARCEL NO. 17-19614
CHECKPOINT GINGER LLC PARCEL NO. 17-19612
MESILLA BOLSON PROPERTIES LLC PARCEL NO. 17-19626
CG7 LLC PARCEL NO. 4014165237194
CG7 LLC PARCEL NO. 4013165107293
EXISTING CITY LIMITS
LENMARK CONSTRUCTION INC PARCEL NO. 17-19615
AMPHERE LACEE TRUSTEE PARCEL NO. 17-14915
PASEO DEL NORTE LLC PARCEL NO. 17-02832
CGDP2 LLC PARCEL NO. 17-19330
GADSDEN INDEPENDENT SCHOOL PARCEL NO. 4014166438060
AVILA GONZALO PINEDO PARCEL NO. 17-13563
AIRPORT ROAD
TIERRA SANTA LAND LLC PARCEL NO. 4013166489420
Area to Remain under DAC Jurisdiction, recommend include with Annexation.
Kimley»Horn
RANCHO SANTA TERESA - UNITS 9-12 PROPOSED ANNEXATION
7/2/2025
NORTH

THE STATE OF NEW MEXICO)

ANNEXATION AND DEVELOPMENT AGREEMENT

COUNTY OF DONA ANA)

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 (the "Effective Date") by and among the **CITY OF SUNLAND PARK, NEW MEXICO**, a municipal corporation in the County of Dona Ana, State of New Mexico ("City"), acting through the City Council of the City, the **Camino Real Regional Utility Authority**, an entity created by a joint powers agreement between Dona Ana County and the City of Sunland Park ("CRRUA"), **CGDP3, LLC,** a New Mexico limited liability company ("Holding Company"), and **GBL PROPERTIES, LLC,** a New Mexico limited liability company ("Developer" and together with Holding Company are collectively the "Owners");

RECITALS

WHEREAS, Owners are, collectively, the owners of record of approximately 307.4 acres of land known as three parcels of land, referred to as Este Parcel 2, Teresa Paseo Parcel 3 and 110.422 acre parcel, situated within Section 18, Township 28 South, Range 3 East, New Mexico Principal Meridian, Dona Ana County, New Mexico as shown on the Plat of Survey of Township 28 South Range 3 East prepared by the United States Government Land Office (USGLO) under the Department of Interior, accepted February 20, 1935, filed in the office of the County. Three (3) separate parcels of real property being contiguous to the corporate limits of the City (the "Property"), and legal descriptions and maps of the Property are attached to this Agreement as Exhibit "A"; and

WHEREAS, the Property is not within the corporate limits of the City or any other municipality but is contiguous to the corporate limits of the City; and

WHEREAS, Holding Company wishes to re-plat and has submitted a Master Plan for the development of the Property into mixed use developments consisting of single family uses, multi-family apartments, commercial, and industrial uses as more fully set forth in Article II of this Agreement (collectively, the "Development"); and

WHEREAS, in connection with the Development, Owners submitted to the City a Development Application for the Development, as amended from time to time (the "Development Application"); and

WHEREAS, in connection with the Development, Owners submitted to the City an application for change of zoning classifications, as amended from time to time (the Application for Change of zoning"); and

WHEREAS, as a part of the Development, Owners desire to annex the Property, along with a portion of Pete Dominici Road, as set forth in the Annexation Plan attached to this Agreement as Exhibit "B" (collectively the "Annexed Property") into the City corporate limits and has submitted to the City a Petition Requesting the City of Sunland Park to Annex a certain territory, as amended from time to time pursuant to NMSA 1978, § 3-7-11 (the "Petition for Annexation") (collectively the "Annexation"); and

WHEREAS, the Petition for Annexation, the Development Application, and the Application for Change of Zoning are conditioned on the City's approval of this Agreement; and

WHEREAS, the Developer holds an option under which it has the right to purchase the remaining 307.4 acres from Holding Company; and

WHEREAS, as part of the Development, Owners and the City desire to form one Public Improvement District (collectively the "District" or "PID") in coordination with the City, pursuant to the New Mexico Public Improvement District Act, NMSA 1978, §§ 5-11-1 to -27 (the "PID Act") and the City's Public Improvement District Guidelines and Application Procedures adopted pursuant to City Ordinance No. 2020-01 (the "PID Policy"), to finance and reimburse Developer for the costs of constructing Public Infrastructure Improvements [as defined in Section 2.3(a) below]; and

WHEREAS, as part of the Development, Owners and the City desire to form one Tax Increment Development District (the "TIDD") in coordination with the City, pursuant to the New Mexico Tax Increment for Development Act, NMSA 1978, §§ 5-15-1 to -27 (the "TIDD Act"), to support economic development and job creation by providing gross receipts tax financing and property tax financing for the costs of constructing Public Infrastructure Improvements [as defined in Section 2.3(a) below]; and

WHEREAS, the City has concluded that the formation of a PID and a TIDD as part of this Development will further the City's objectives to support economic development and job creation by providing property tax and gross receipts tax financing for public infrastructure, specifically with respect to the development of a thoroughfare connecting New Mexico State Road 136 to Airport Road and the creation of two large commercial locations within the Development, and thus the City commits to supporting the Owners with respect to formation of PID and the TIDD, and furthers commits to working alongside the Owners to complete the required processes and/or obtain the required approvals from the New Mexico Taxation & Revenue Department, the New Mexico State Board of Finance, and any other department or agency of the State of New Mexico with authority over such matters, as applicable; and

WHEREAS, the City, after due and careful consideration, has concluded that the Development on the terms and conditions of this Agreement are in the best interest of the City and its citizens and are consistent with its purpose to protect and provide for the public health, safety, morals and general welfare of the City, and should be approved.

WHEREAS, CRRUA, after due and careful consideration, has concluded that the Development on the terms and conditions of this Agreement are in the best interest of the CRRUA and are consistent with its purpose as established in the Joint Powers Agreement between Dona Ana County and the City of Sunland Park, and should be approved.

WHEREAS, Owners, after due and careful consideration, accept the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the Development in accordance with the terms of this Agreement; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City, CRRUA, and the Owners agree as follows:

ARTICLE I
ANNEXATION

1.1 Annexation. The City shall promptly review, consider, and if all statutory annexation requirements are met, approve by duly enacted ordinance the Petition for Annexation pursuant to NMSA 1978, § 3-7-17(A), as provided in the Annexation Plan attached to this Agreement as Exhibit "B" and the terms of this Agreement (the "Annexation").

ARTICLE II
DEVELOPMENT

2.1 Development. Developer will develop the Property as shown in the Master Plan attached to this Agreement as Exhibit "C". The Development meets the growth and development objectives of the City and furthers the goals of its comprehensive plan and shall occur in four (4) phases/units as shown in the Phasing Plan attached hereto as Exhibit "D". The City shall promptly review and consider the Development, including, without limitation, the Development Application, the Application for Change of Zoning, the Master Plan, the Phasing Plan, the proposed Zoning Plan and all other plats, re-plats, applications, submissions, and permits necessary for the completion of the Development (collectively, the "Development Documents") in accordance with the City's Ordinance, rules and regulations and other State and Federal laws applicable to Land Development effective as of the Vesting Date [as defined in Section 5.1 below] (collectively the "Applicable Regulations").

2.2 Zoning. The current Dona Ana County zoning of the Property is substantially as shown in the Current Zoning Plan attached to this Agreement as Exhibit "E". The Developer will file the Application for Change of Zoning classification with the City attached to this Agreement as Exhibit "F". The City shall promptly review and consider the Application for Change of Zoning on the terms of this Agreement and in accordance with applicable regulations. The Developer seeks a zone change of the Property from PUD to RCPUD - Residential Commercial Planned Unit Development, as defined in Title 10, Chapter 17, Subsections 1-4 of the Municipal Code (Ordinance 2006-07, 5-16-2006). Owners shall file concurrently a Special Use Permit Application as a part of the Change of Zoning,

2.3 Public Improvements. Responsibility for the construction, maintenance, and operation of public improvements in the Development shall be as follows:

(a) Construction of Public Improvements. Developer shall be responsible for construction of all improvements in the Development, as set forth in the Development Documents, including the "Public Infrastructure Improvements," as defined herein. "Public Infrastructure Improvements" shall mean all public improvements that directly or indirectly benefit the Property, as generally set forth in the illustrations to be attached to this Agreement as Exhibits "G" and "H" and as supplemented by the general plan for each of the Districts (collectively the "PID Plan" and "TIDD Plan"). The parties acknowledge and agree that the Owners will use their best efforts to apply for the formations of the PID and the TIDD within

a reasonable time after the Annexation is approved by the City. The City shall not be responsible for the construction of any improvements in connection with the Development.

(b) Maintenance and Operation of Public Improvements. The City shall be responsible for the maintenance and operation of all Public Infrastructure Improvements in the Development upon acceptance and dedication of the same, as set forth in the Development Documents. Owners shall not be responsible for the maintenance or operation of the Public Infrastructure Improvements. CRRUA shall be responsible for the maintenance and operation of water and wastewater infrastructure.

(c) Utilities Infrastructure. The Parties intend the Development to be serviced by El Paso Electric Company for electric service, New Mexico Gas for natural gas service, and CRRUA for water and wastewater service. The Property is located within the permissible limits to extend services to the Development. Developer shall be responsible for extending services to the Development.

(d) Restrictive Covenants. The Development shall be subject to the Covenants, Conditions and Restrictions, as amended from time to time, (the "Covenants") attached to this Agreement as Exhibit "I", which Covenants shall run with the land and shall be binding on each purchaser of any subdivided lot in the Property. The Covenants shall encourage that all residential construction in the Development be harmonious and consistent with the various Southwestern and New Mexico styles of construction, which construction and design standards shall be managed through an Architectural Control Committee, as set forth in the Covenants.

2.4 Modifications. Due to the fact that the Property comprises a significant land area and the Development will occur in four (4) phases over a number of years, amendments, modifications and re-submission of one or more of the Development Documents may become necessary, for example, due to changes in market conditions or other factors. Owners shall have the right to make amendments or modifications to the Development Documents, including, without limitation, the Master Plan, the Phasing Plan, and the Covenants, which modifications may include, by way of example, changes in lot sizes, number of units, locations of roadways and open spaces, as long as those modifications are substantially consistent with the Development as approved in this Agreement. Owners shall submit any such amendments or modifications to the City for review and approval, which approval shall not be unreasonably withheld by the City.

2.5 Airport Road. The Developer and City will enter into a Cost Sharing Agreement regarding the development of Airport Road, which will be effective upon its approval by the City of Sunland Park City Council. Such agreement will constitute the Parties' entire agreement and understanding between them as it relates to Airport Road, such that the Developer will have no further obligations to the City related to Airport Road other than those obligations expressly contained in the Cost Sharing Agreement. A proposed Cost Sharing Agreement is attached to this Agreement as Exhibit "J".

2.6 Indemnification. To the extent permitted by law, including NMSA 1978, §§ 56-7-1 to -3, the Parties shall indemnify, release, defend, protect and hold one another harmless from, for and against any and all claims, suits, losses, damages, liabilities and costs arising out of their own

respective acts, omissions, and negligence, in their performance of obligations under this Section of the Agreement. The liability of the City shall be subject, in all cases, to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30.

ARTICLE III
PUBLIC IMPROVEMENTS

3.1 Financing of Public Improvements. Developer shall be responsible for the construction of all Public Infrastructure Improvements in the Development, as provided in Section 2.3(a) of this Agreement. After construction of the Public Infrastructure Improvements is completed by Developer, all Public Infrastructure Improvements, including all parks, streets, roadways, water systems, wastewater systems, and stormwater systems and ponds shall be maintained and operated by the City or, as applicable, CRRUA, each at their sole cost and expense upon their dedication or conveyance to and acceptance by these entities.

3.2 Public Improvement District.

(a) Formation of the PID. Under the authority of Title 11, Chapter 8 of the Municipal Code (Ordinance 2020-1, 3-17-2020), Developer and the City agree to form a Public Improvement District to be known as Puesta Del Sol Public Improvement District #2 (the "PID") as provided in the PID plan and this Agreement. Following the Annexation of the Property, the Developer shall submit to the City an application for the formation of the PID pursuant to Section 5-11-2.1(A) of the PID Act (the "PID Application"), which the City shall promptly review and consider in accordance with the PID Plan, the terms of this Agreement and the PID Act. The City shall timely adopt all ordinances, resolutions and orders, shall timely send and publish all applicable notices, and shall timely hold all hearings applicable to the formation of the PID, as provided in the PID Plan, the terms of this Agreement and all applicable laws and regulations.

(b) Waiver of Certain Requirements. To the full extent permitted by law, the City may waive all requirements of posting, publication, mailing, hearing and by Section 5-11-7(F) of the PID Act.

(c) Authority of the PID. The PID, if formed, will, among other things, have the power to do the following: 1) Annually impose special levies in an amount not to exceed $2,400.00, in the aggregate, for each single-family detached lot within the District, which shall not cause the total tax and assessment obligation for such property, including projected ad valorem taxes, special levies and special assessments, to exceed 1.95% of the anticipated market value of a class of property as determined by the then current MAI Appraisal, as required by Section 5-11-20 of the PID Act; and 2) Issue one or more series of special levy revenue bonds and/or subordinate obligations secured by the special levy of the applicable District pursuant to the Act.

3.3 Tax Increment Development District.

(a) Formation of the TIDD. Pursuant to the TIDD Act, the Developer and City agree to form a Tax Increment Development District to be known as Puesta Del Sol Tax Increment Development District #2 (the "TIDD"). Following the Annexation of the Property, the Developer shall submit to the City an application for the formation of the TIDD (the "TIDD Application"), which shall include a Tax Increment Development Plan (the "TIDD Plan") satisfying the requirements of Section 5-15-5 of the TIDD Act. The City shall promptly review and consider the application and TIDD Plan in accordance with the terms of this Agreement and the TIDD Act. The City shall timely adopt all ordinances, resolutions and orders, shall timely send and publish all applicable notices, shall timely hold all hearings applicable to the formation of the TIDD, and shall timely submit all required filings and notices to the New Mexico Taxation & Revenue Department, as provided by the terms of this Agreement and all applicable laws and regulations.

(b) Waiver of Certain Requirements. To the full extent permitted by law, the City may waive the requirement of a formation determination upon presentment by the Developer of a petition waiving the right to a formation determination as permitted by Section 5-15-8 of the TIDD Act.

(c) Authority of the TIDD. The TIDD, if formed, will, among other things, have the power to do the following: 1) impose property tax levies within in the TIDD area in an appropriate amount pursuant to the TIDD Act; and 2) dedicate gross receipts tax increments sourced to the TIDD area for the purpose of securing gross receipts tax increment bonds to pay the principal of, the interest on and any premium due in connection with the Development in the TIDD area.

(d) Potential Expansion of TIDD. The parties acknowledge that the Developer's intention is to include Rancho Santa Teresa Subdivisions Units 5 through 8 in the TIDD area as soon as practicable after the formation of the TIDD. The City agrees that it will support and provide reasonable assistance to the Developer in the application and approval processes to add Rancho Santa Teresa Subdivision Units 5 through 8 to the TIDD area in the future, subject to the approval of the City Council after public notice and a hearing, and approval from the State of New Mexico, as applicable.

3.4 Reviewing Costs by the City. The City may charge the Developer a reasonable administrative fee for the cost incurred by the City in processing and reviewing the PID Application and the formation of the PID, including the feasibility study and current appraisal of the project, as permitted by Section 5-11-2.1 of the PID Act. The City may further charge the Developer a reasonable administrative fee for the cost incurred by the City in processing and reviewing the TIDD Application and formation of the TIDD, including the feasibility study and current appraisal of the project.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 Conditions Precedent. The following are conditions precedent to the validity of this Agreement:

(a) The timely approval by the City of the Annexation in accordance with the Petition for Annexation and the Annexation Plan,
(b) The timely approval by the City of the Development in accordance with the Development Documents;
(c) The approval and extension of utility services to the Development by CRRUA, as provided in Section 2.3(c) of this Agreement, including water and wastewater connections for each lot in the Development;
(d) The Owners' agreement to use their best efforts to apply for the formations of the PID and the TIDD after the approval of the Annexation by the City, as evidenced by the Owners entering into this Agreement;
(e) Subsequent to the Formation of the PID and the TIDD, the approval and execution of a Reimbursement Agreement by the District; and
(f) The Annexation, the Development, the Application for Change of Zoning, the PID, the TIDD, and this Agreement, not being invalidated or reversed by any court of competent jurisdiction and all actions and agreements herein being upheld in any legal challenge to the same.

4.2 Failure of Conditions Precedent. The Annexation, the Development, and the validity of this Agreement are conditioned on each of the foregoing conditions precedent being met or satisfied. In the event that one or more of the foregoing conditions precedent are not met or satisfied, the Owners may, in their sole and absolute discretion, elect one or more, or a combination of the following: (i) continue with the Development as provided in this Agreement and exclude from the Development the one or more portions, areas, aspects and/or phases of the Development affected by the condition precedent not being met, and/or (ii) terminate this Agreement, in which case Owners shall have no further obligations to the City under this Agreement. The City, CRRUA and Owners agree that by making this Agreement contingent on the foregoing conditions precedent, the City, including its boards and commissions, preserves its autonomy and has not contracted away its police powers and has not engaged in "contract zoning" or other actions that would render this Agreement void or unenforceable, and, to the contrary, the City, CRRUA and Owners fully intend that this Agreement be binding and enforceable consistent with Article I, Section 10, Clause 1 of the United States Constitution. Notwithstanding an election by Owners to continue with the Development and/or terminate the Agreement, or a combination thereof, as provided in this Section 4.2, Owners shall reserve all rights and remedies it may have at law, equity, or under this Agreement.

ARTICLE V
VESTED RIGHTS

5.1 Vested Rights. The City and CRRUA, as applicable, agree and acknowledge that Owners have fully vested development rights with respect to the Annexation, the Development, and the Zoning Ordinance, as of the first date the Owners submitted the Annexation Application to the City (the "Vesting Date"). The City and CRRUA further agree and acknowledge that by entering into this Agreement and by commencing performance under this Agreement, the City and CRRUA have "approved" the Development and Owners have substantially changed their positions in reliance on such approval, and that such approval and reliance are sufficient to vest development rights in

and to Owners and its successors and assigns with respect to the Annexation, the Development, the Zoning Ordinance, the PID ordinance under Title 11, Chapter 8 of the City ordinances in effect as of the Effective Date, and the common law of the State of New Mexico, as well as under any other applicable statute, ordinance, rule or regulation providing for vested rights with respect to the subject of this Agreement. It is the intent of the City, CRRUA and Owners that the vesting of development rights and zoning in and to the Owners and its successors and assigns shall include, but not be limited to, the Development Documents, any PID Application, and any TIDD Application relating to this Development, and all amendments, supplementations, and re-submissions thereto.

ARTICLE VI
TERM

6.1 Term. The term of this Agreement shall commence on the Effective Date and, subject to an early termination described in Section 4.2 above, shall end on the date of the dissolution of all PIDs and TIDDs applicable to the Development, plus two years.

ARTICLE VII
DEFAULTS AND REMEDIES

7.1 Default. In the event a party (the "Defaulting Party") commits a breach of this Agreement, the other party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach (the "Cure Period").

7.2 Remedies. In the event a default is not cured within the Cure Period, the Non-Defaulting Party shall have all rights and remedies which may be available under law or equity, including, without limitation, the right to specifically enforce the terms or provisions hereof and/or the right to institute an action for damages, declaratory judgment, injunctive relief or mandamus. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained.

ARTICLE VIII
MISCELLANEOUS

8.1 Notices. Any formal notices or other communications required to be given by one Party to the other under this Agreement shall be given in writing, addressed to the party to be notified at the address set forth below, by (i) delivering the same in person (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery" or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. Notice shall be effective only if and when received by the party to be notified. For the purposes of this Agreement, the addresses of the parties, until changed as provided below, shall be as follows:

(1) City:

City of Sunland Park
Attn: City Manager
1000 McNutt Rd Ste A
Sunland Park, NM 88063-9200

Mailing Address:

Physical Address:
Same as above

(2) **CRRUA:**
Camino Real Regional Utility Authority
Attn: Executive Director
4700 McNutt Rd
Sunland Park, NM 88063

Mailing Address:

Physical Address:
Same as above

(3) **Owners:**

CGDP3, LLC / GBL PROPERTIES, LLC
Attn: Billy R. Hagan, Manager

Mailing Address:
P.O. Box 741
Santa Teresa, NM 88008

Physical Address:
741 Cresta Mira Drive
El Paso, TX 79912

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days' written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

8.2 Successors and Assigns. This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon, and shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use regulations that may apply to a specific lot.

8.3 Assignment and Encumbrances. Each of the Owners have the right to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of each of the Owners under this Agreement, to any person or entity (an "Assignee"). Each assignment shall be in writing executed by such Owner and Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interest being assigned. From and after such assignment, the City and CRRUA agree to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agree that such Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, that such Owner shall not be released until the City and CRRUA receive an executed copy of such assignment. Owners and any Assignee have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City and CRRUA. The City and CRRUA shall not assign and shall not have the right to collaterally assign, pledge, or grant a lien or security interest in its rights, title or interest under this Agreement.

8.4 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving of notice and the full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inabilities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

8.5 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City, Developer or Owners to be material to the overall purpose and operation of this Agreement. If the City or Owners determine that the invalid provision is material, then, the Owners shall have the option to terminate this Agreement. Such judgment or

decree shall relieve the City and the Owners from performance under such invalid provision of this Agreement.

8.6 Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the parties. By approving the execution of this Agreement, the City Council of the City delegates to the City Manager of the City the authority, without any further action being required of the City Council, to execute such amendments of or extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.

8.7 Governing Law, Jurisdiction & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, as it applies to contracts performed within the State of New Mexico and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Dona Ana County, New Mexico and hereby submit to the jurisdiction of the state or federal courts situated in that County and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

8.8 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly otherwise provided.

8.9 Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

8.10 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

8.11 Further Documents. Each party agrees that at any time after execution of this Agreement, it will, upon request of the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

8.12 Incorporation of Exhibits and Other Documents by Reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

8.13 Effect of State and Federal Laws. Notwithstanding any other provisions of this Agreement, each party shall, in carrying out the terms of this Agreement, comply with all applicable State and Federal laws.

8.14 Favored Nations. In the event that City enters into any contracts or adopts ordinances or regulations pertaining to or related to the agreements contained herein which are more favorable than the provisions contained herein, the parties agree to amend this Agreement effective as of the

effective date of any such contract, ordinance or regulation to incorporate the more favorable provision herein.

8.15 Conflict with City and/or CRRUA Regulations. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the City and/or CRRUA ordinances, resolutions, rules or regulations, the terms of this Agreement shall control.

8.16 Headings. The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

8.17 Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

8.18 Counterparts. It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

8.19 Authority for Execution. Each party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

8.20 List of Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit "A" – Legal Descriptions and Maps
Exhibit "B" – Annexed Property
Exhibit "C" – Master Plan
Exhibit "D" – Phasing Plan
Exhibit "E" – Current Zoning Plan
Exhibit "F" – Application for Change of Zoning
Exhibit "G" – PID Plan (to be attached after approval of the Annexation)
Exhibit "H" – TIDD Plan (to be attached after approval of the Annexation)
Exhibit "I" – Covenants, Conditions and Restrictions
Exhibit "J" – Proposed Cost Sharing Agreement for Airport Road

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

CITY

THE CITY OF SUNLAND PARK, NEW MEXICO

_____
By:_____
Mayor

APPROVED AS TO FORM:

_____
By:_____
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
By: _____
City Manager

APPROVED AS TO FORM:

_____

By:_____

CRRUA Attorney

CAMINO REAL REGIONAL UTILITY AUTHORITY

_____

By:_____

Executive Director

OWNERS

CGDP3, LLC

BY: _____
Manager

By: Billy R. Hagan
Its: Manager

GBL PROPERTIES, LLC

BY: _____
Manager

By: Billy R. Hagan
Its: Manager

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____ as Mayor of the City of Sunland Park, New Mexico.

_____
Notary Public, State of New Mexico

_____

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on the _____ day of _____, 2025, by_____ as Executive Director of the Camino Real Regional Utility Authority.

_____
Notary Public, State of New Mexico

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on the _____ day of _____, 2025, by Billy R. Hagan, as Manager of CGDP3, LLC, a New Mexico limited liability company and as Manager of GBL PROPERTIES, LLC, a New Mexico limited liability company.

_____
Notary Public, State of New Mexico

_____

EXHIBIT "A"

LEGAL DESCRIPTIONS AND MAPS

Legal Description

A certain 98.568 acres parcel of land known as **Teresa Paseo Parcel 3**, being a portion of Section 18, T.28S., R.3E. as shown on the Plat of Survey of Township 28 South, Range 3 East prepared by the United States Government Land Office (U.S.G.L.O.) under the Department of the Interior, accepted February 20, 1935, situated north of Santa Teresa, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:BEGINNING at a found U.S.G.L.O. brass cap marking the corner of Section 13, T.28S., R.2E. and Sections 18 and 19 of T.28S., R.3E, said brass cap marking a point on the right of way (R-O-W) of Pete V. Domenici International Beltway;

THENCE, from the Point of Beginning, along said R-O-W and Range line, N00°51'12"E, a distance of 394.65 feet to a point of curvature of the parcel herein described marked by a found NMHD R-O-W marker at Sta. 303+02.50, WHENCE a found U.S.G.L.O. brass cap marking the east quarter corner of Section 13, T.28S., R.2E. bears N00°50'00"E, a distance of 2,145.96 feet (this Range line is the Basis of Bearing for the parcel herein described);

THENCE, leaving said Range line and continuing on said right-of-way (R-O-W) of Pete V. Domenici International Beltway (PCN 2850, NM Project No. NH-136-1(1)), through a curve to the right having a radius of 2,191.83 feet, an arc length of 1,145.19 feet, a tangent of 585.99 feet, a Delta angle of 29°56'09", and a Chord which bears N16°02'51"E a distance of 1,132.21 feet, to a found brass cap in concrete NMHD
R-O-W marker Sta. 315+00.000;

THENCE, continuing on said right-of-way (R-O-W) N42°21'37"E a distance of 474.53 feet, to a found brass cap in concrete NMHD R-O-W marker Sta. 320+00.00;

THENCE, continuing on said right-of-way (R-O-W) N42°21'37"E a distance of 192.71 feet, to a point of intersection of said R-O-W with the southern boundary of land owned by the Board of Commissioners of Dona Ana County, NM as filed in US Patent in Instrument No. 8208555;

THENCE, leaving said R-O-W and following along said boundary owned by Dona Ana County, S89°42'16"E, a distance of 377.90 feet to a ½ inch rebar with tag Marrujo 18052 found at an angle point of the parcel herein described;

THENCE, continuing along said boundary owned by Dona Ana County, N00°08'03"E, a distance of 154.61 feet to a ½ inch rebar with cap Romero 7924 found on said R-O-W;

THENCE, along said right-of-way (R-O-W) N59°49'33"E a distance of 148.92 feet to a found brass cap in concrete NMHD R-O-W marker Sta. 328+00.00;

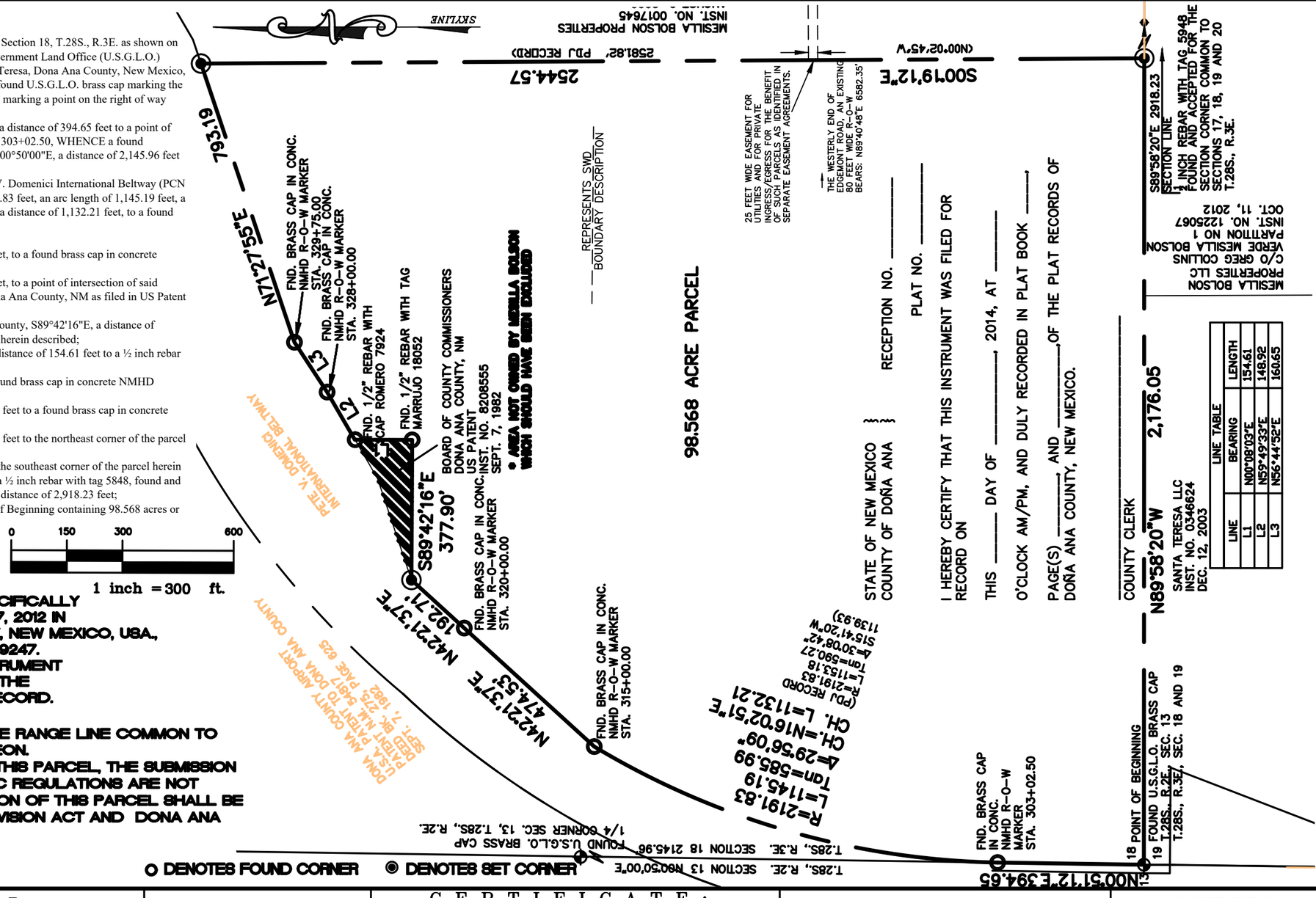
THENCE, continuing along said right-of-way (R-O-W) N56°44'52"E a distance of 160.65 feet to a found brass cap in concrete NMHD R-O-W marker Sta. 329+75.00;

THENCE, continuing along said right-of-way (R-O-W) N71°27'55"E a distance of 793.19 feet to the northeast corner of the parcel herein described;

THENCE, leaving said right-of-way (R-O-W) S00°19'12"E a distance of 2,544.57 feet to the southeast corner of the parcel herein described, said point being on the section line common to Sections 18 and 19, WHENCE a ½ inch rebar with tag 5848, found and accepted as the section corner common to Sections 17, 18, 19 and 20 bears S89°58'20"E a distance of 2,918.23 feet;

THENCE, along said section line, N89°58'20"W, a distance of 2,176.05 feet to the Point of Beginning containing 98.568 acres or 4,293,641 sq. ft. of land, MORE OR LESS.

.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°08'03"E	154.61
L2	N59°49'33"E	148.92
L3	N56°44'52"E	160.65

SURVEYORS NOTES:

1. PDJ MEANS PARTIAL DEFAULT JUDGMENT, SPECIFICALLY REFERRING TO INST. # 1220824 FILED AUGUST 27, 2012 IN THE CLERK'S RECORDS OF DONA ANA COUNTY, NEW MEXICO, USA., HAVING AN ASSOCIATED PARCEL ID NO. OF 17-19247.
2. THE PROPERTY SHOWN HEREON IS NOT AN INSTRUMENT OF TITLE BUT IS A SURVEY ON THE GROUND OF THE PARCEL DESCRIBED IN SAID INSTRUMENT OF RECORD.
3. THIS PARCEL IS NOT IN A FLOOD PLAIN.
4. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE RANGE LINE COMMON TO RANGES 2 AND 3 EAST, N.M.P.M. AS SHOWN HEREON.
5. BECAUSE OWNER HAS NO PLANS TO DEVELOP THIS PARCEL, THE SUBMISSION OF DOCUMENTS FOR SECTION 300-22(F) OF DAC REGULATIONS ARE NOT REQUIRED AT THIS TIME. ANY FURTHER SUBDIVISION OF THIS PARCEL SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE SUBDIVISION ACT AND DONA ANA COUNTY REGULATIONS.

O DENOTES FOUND CORNER ◉ DENOTES SET CORNER

P R O J E C T N A M E

BOUNDARY SURVEY TERESA PASEO PARCEL 3

98.568 ACRES OF LAND
BEING A PORTION OF SECTION 18,
TOWNSHIP 28 SOUTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN OF THE U.S.G.L.O. SURVEYS
NORTHWEST OF SANTA TERESA, DONA ANA COUNTY, NEW MEXICO

SCALE:	1" = 300'
JOB NO.:	806-001
DWG: 806-001 TERESA PASEO PARCEL 3	
FIELD:	RB, MD
COMP. BY:	TM
DRAWN BY:	TM
CHECKED BY:	RK
DATE:	OCT./02/2017

C E R T I F I C A T E :

I hereby certify that the foregoing survey was made under my supervision from actual field work and that it is true and correct to the best of my knowledge and belief. I further certify that this plat meets the minimum requirements of the standards for land surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors.

Ronald W. King
Registered Land Surveyor and
New Mexico P.E. License No. 5948

Date

SKYLINE ENGINEERING Est. 1983 SURVEYING COMPANY

P.O. BOX 20 SANTA TERESA, N.M. 88008
FAX (575) 589-0477 Phone (575) 589-5481

SHEET TITLE

BOUNDARY SURVEY TERESA PASEO PARCEL 3

Sht. 1 Of 1

Legal Description

A certain 98.399 acre parcel of land known as **Este Parcel 2**, being a portion of Section 18, T.28S., R.3E. as shown on the Plat of Survey of Township 28 South, Range 3 East prepared by the United States Government Land Office (U.S.G.L.O.) under the Department of the Interior, accepted February 20, 1935, situated north of Santa Teresa, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rebar with cap 5948 set for the southeast corner of the tract herein described, being a point on the section line common to Sections 18 and 19, WHENCE a ½ inch rebar with tag 5948, found and accepted as the corner common to Sections 17, 18, 19 and 20 bears S89°58'20"E, a distance of 1,418.86 feet (said Section line is the Basis of
Bearing for the parcel herein described);

THENCE, from the Point of Beginning along said Section line, N89°58'20"W, a distance of 1499.37 feet to the southwest corner of the parcel herein described;

THENCE, leaving said Section line, N00°19'12"W, a distance of 2,544.57 feet to a point on the southeasterly right-of-way (R-O-W) of Pete V. Domenici International Beltway
(PCN 2850, NM Project No. NH-136-1(1)), at the northwest corner of the parcel herein described;

THENCE, along said R-O-W, N71°27'55"E, a distance of 68.13 feet to a brass cap found
in concrete marking N.M.H.D. Sta. 338+50.00;

THENCE, continuing along said R-O-W, N59°42'36"E, a distance of 358.03 feet to a brass cap found in concrete marking N.M.H.D. Sta. 342+00.00;

THENCE, continuing along said R-O-W, N71°46'26"E, a distance of 169.97 feet to a brass cap found in concrete marking N.M.H.D. Sta. 343+70.00;

THENCE, continuing along said R-O-W, N71°46'54"E, a distance of 1011.69 feet to a the northeast corner of the parcel herein described;

THENCE, leaving said R-O-W, S00°19'12"E, a distance of 3,116.99 feet to the Point of Beginning containing 98.399 acres or 4,286,281 square feet of land, MORE OR LESS.

SUBJECT TO THE FOLLOWING 25 FEET WIDE EASEMENT FOR UTILITIES AND FOR PRIVATE INGRESS/EGRESS FOR THE BENEFIT OF SUCH PARCELS AS IDENTIFIED IN SEPARATE EASEMENT AGREEMENTS.
A certain 0.861 acre parcel of land being a portion of Section 18, T. 28 S., R. 3 E. as shown on the Plat of Survey of Township 28 South, Range 3 East prepared by the United States Government Land Office (U.S.G.L.O.) under the Department of the Interior, accepted February 20, 1935, situated northwest of Santa Teresa, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:

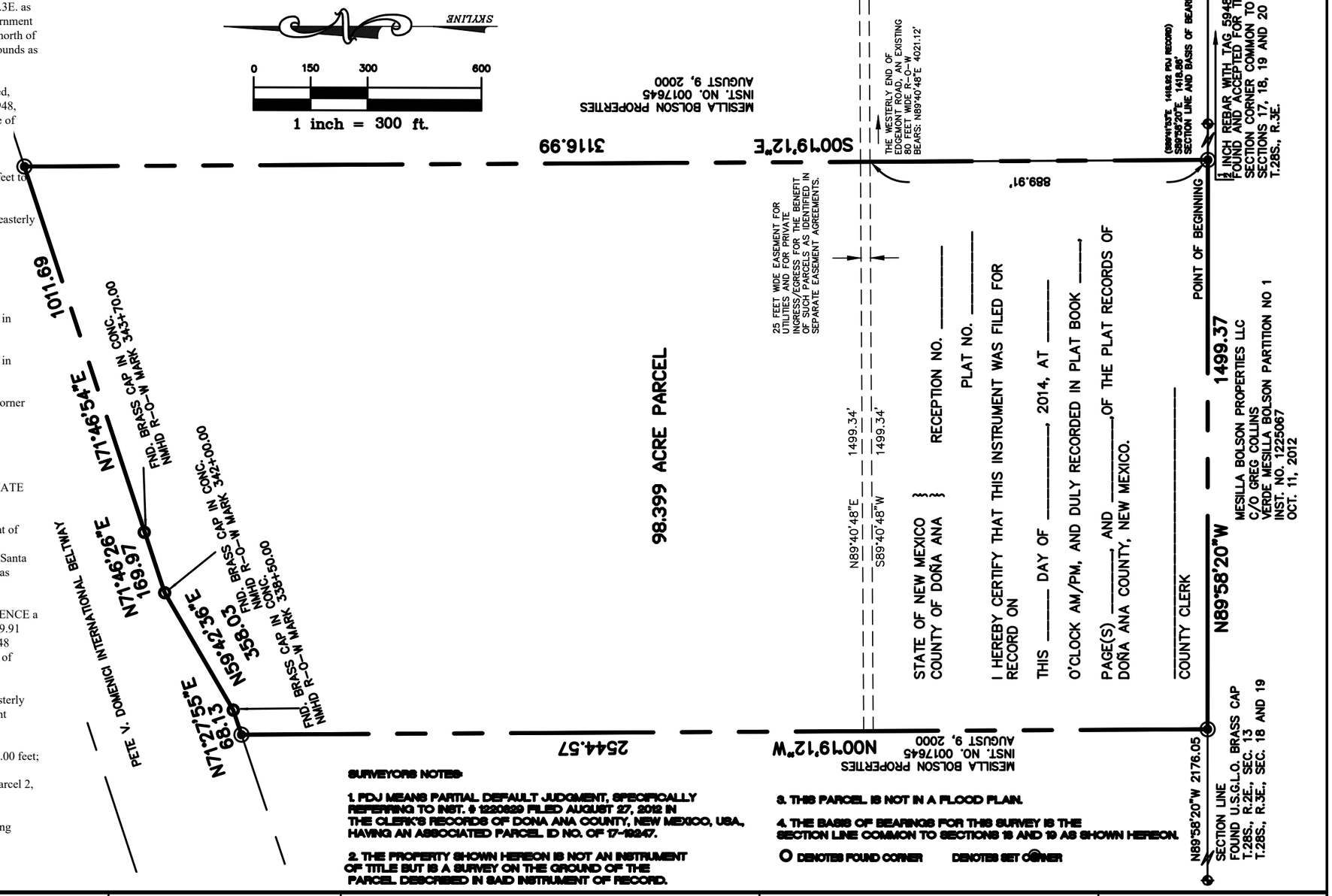
BEGINNING at point on the easterly boundary line common of a parcel known as Este Parcel 2, WHENCE a 5/8 inch rebar found for the southeast corner of said Este Parcel 2 bears S00°19'12"E, a distance of 889.91 feet, said rebar being on the south line of Section 18, and WHENCE from there a ½ rebar with tag 5948 found and accepted as the corner common to Sections 17, 18, 19 and 20 bears S89°58'20"E a distance of 1,418.86 feet (said Section line is the Basis of Bearing for the parcel herein described);

THENCE, from the Point of Beginning, S89°40'48"W, a distance of 1,499.34 feet to a point on the easterly boundary of a parcel known as Teresa Paseo Parcel 3, said point being the western end of the easement described herein;

THENCE, along said easterly boundary of said Teresa Paseo Parcel 3, N00°19'12"W, a distance of 25.00 feet;

THENCE, N89°40'48"E, a distance of 1,499.34 feet to a point on the easterly boundary of said Este Parcel 2, said point being the eastern end of the easement described herein;

THENCE, along said easterly boundary, S00°19'12"E, a distance of 25.00 feet to the Point of Beginning containing 0.861 acres or 37,483 square feet of land, MORE OR LESS.



SURVEYORS NOTES:

1. PDJ MEANS PARTIAL DEFAULT JUDGMENT, SPECIFICALLY REFERRING TO INST. # 1220629 FILED AUGUST 27, 2012 IN THE CLERK'S RECORDS OF DONA ANA COUNTY, NEW MEXICO, USA, HAVING AN ASSOCIATED PARCEL ID NO. OF 17-19247.
2. THE PROPERTY SHOWN HEREON IS NOT AN INSTRUMENT OF TITLE BUT IS A SURVEY ON THE GROUND OF THE PARCEL DESCRIBED IN SAID INSTRUMENT OF RECORD.
3. THIS PARCEL IS NOT IN A FLOOD PLAIN.
4. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SECTION LINE COMMON TO SECTIONS 18 AND 19 AS SHOWN HEREON.

O DENOTES FOUND CORNER DENOTES SET CORNER

P R O J E C T N A M E

BOUNDARY SURVEY of ESTE PARCEL 2

98.399 ACRES OF LAND
BEING A PORTION OF SECTION 18,
TOWNSHIP 28 SOUTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN OF THE U.S.G.L.O. SURVEYS
NORTH-WEST OF SANTA TERESA, DONA ANA COUNTY, NEW MEXICO

SCALE:	1" = 300'
JOB NO.:	806-001
DWG:	806-001 ESTE PARCEL 2 FINAL
FIELD:	RB, MD
COMP. BY:	TM
DRAWN BY:	TM
CHECKED BY:	RK
DATE:	OCT./02/2017

C E R T I F I C A T E :

I hereby certify that the foregoing survey was made under my supervision from actual field work and that it is true and correct to the best of my knowledge and belief. I further certify that this plat meets the minimum requirements of the standards for land surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors.

Ronald W. King
Registered Land Surveyor and
New Mexico P.E. License No. 5948

Date

SKYLINE ENGINEERING Est. SKYLINE 1983 SURVEYING CONSTRUCTION
P.O. BOX 20 SANTA TERESA, N.M. 88008
FAX (575) 589-0477 Phone (575) 589-5481

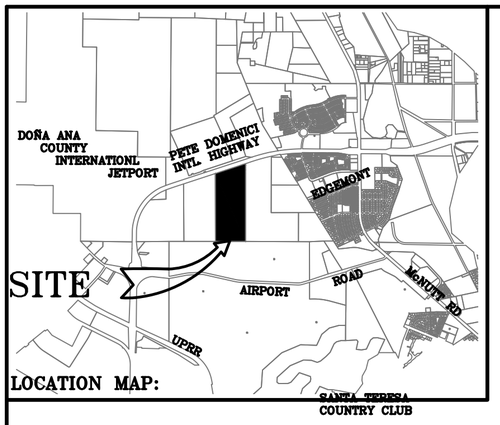
SHEET TITLE

BOUNDARY SURVEY ESTE PARCEL 2

Sht. 1 Of 1

ALTA/NSPS LAND TITLE SURVEY

110.422 ACRES PARCEL BEING DOÑA ANA COUNTY PARCEL ID 17-19626 SITUATE WITHIN SECTION 18 TOWNSHIP 28 SOUTH, RANGE 3 EAST NEW MEXICO PRINCIPAL MERIDIAN DOÑA ANA COUNTY, NEW MEXICO



SKYLINE

500 0 250 500 1000

1 inch = 500 ft.

FILING:

STATE OF NEW MEXICO }
COUNTY OF DOÑA ANA }

RECEPTION NO. _____

PLAT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS _____ DAY OF _____, 2017, AT _____ O'CLOCK AM/PM, AND DULY RECORDED IN PLAT BOOK _____, PAGE(S) _____, AND _____,OF THE PLAT RECORDS OF DOÑA ANA COUNTY, NEW MEXICO.

_____
COUNTY CLERK

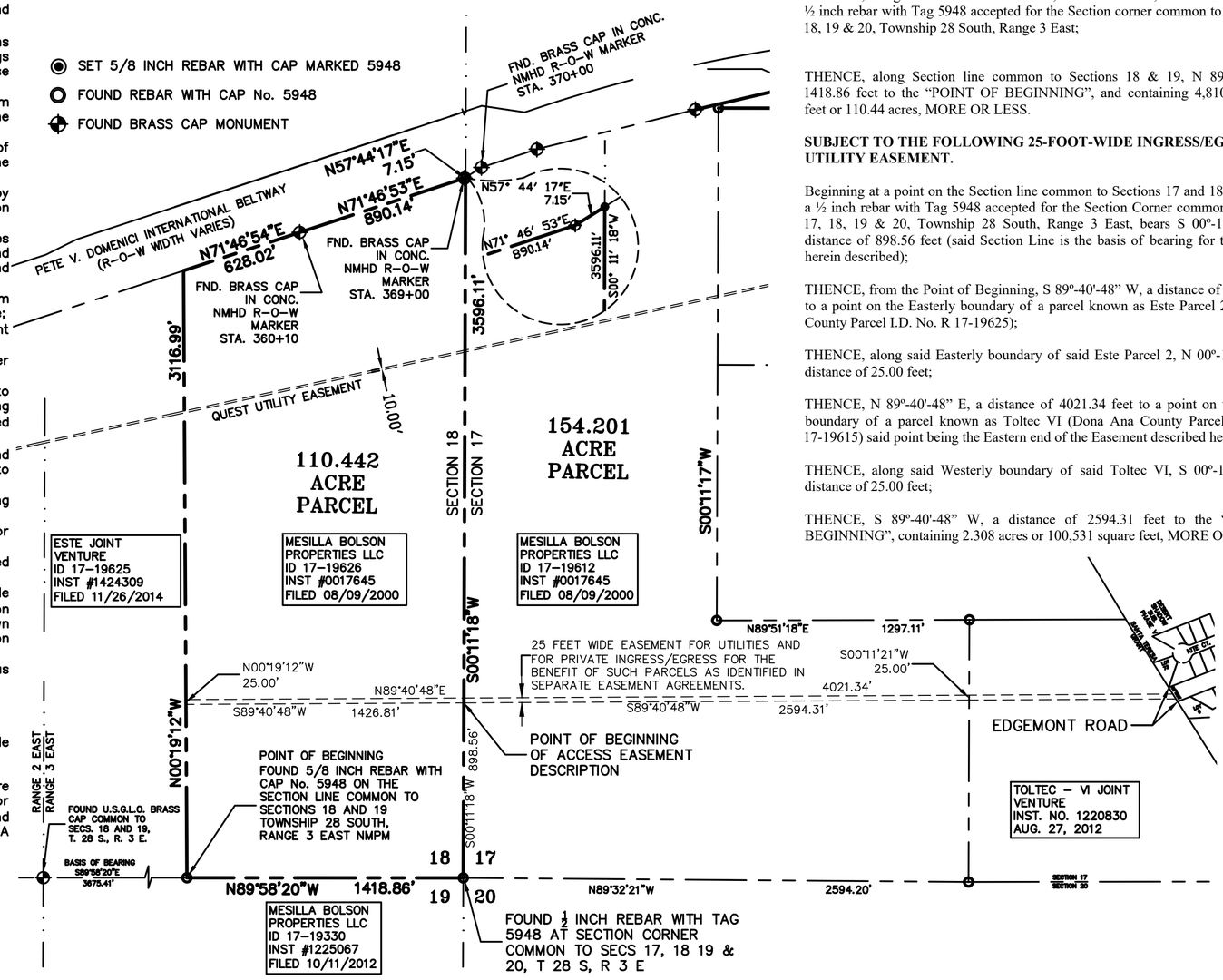
GENERAL NOTES

(1) The accompanying survey ("Survey") represents a true and correct survey made by me on October 16, 2017 of the land herein and the improvements located thereon particularly described;
(2) The Survey and the information, courses and distances shown thereon are correct;
(3) The title lines and lines of actual possession are the same;
(4) The land described in the Survey is the same as described in the title insurance commitment described below;
(5) The area of the subject property and size, location and type of buildings and improvements and any other matters situated on the subject property are a shown and all buildings and improvements are within the boundary lines and applicable set-back lines of the property (unless otherwise noted);
(6) The undersigned is not aware of any violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings and improvements and all matters of zoning have been plotted or otherwise noted on the Survey;
(7) There are no apparent easements or uses affecting this property appearing from a careful physical inspection of the same, other than those as shown on the Survey;
(8) There are no encroachments on adjoining properties, street, or alley by any of said buildings, structures or other improvements, other than shown on the Survey;
(9) There are no party walls or visible encroachments on said described property by streets, alleys of buildings, structures or other improvements situated on adjoining property, except as shown on the Survey;
(10) Utility services shown for the operation of the premises either enter the premises through adjoining public streets, or the Survey shows the point of entry and location of any utilities that pass through or are located on the adjoining land via a private easement;
(11) The Survey shows the location and direction of all visible above ground storm draining systems for the collection and disposal of all roof and surface drainage;
(12) All storm runoff produced by a "100 year storm" on this parcel and adjacent streets must be retained on site.
(13) Any visible above ground evidence of discharge into streams, rivers or other conveyance system is shown on the Survey.
(14) The parcel described in the Survey lies within flood zone "X", an area subject to a less than a 0.2% annual chance of experiencing a 100 year flood according to National Flood Insurance Agency (FEMA) Map Panel 35013C1900 G dated 07/06/2016.
(15) The subject property has direct and legal ingress, egress and access to and from public roads via the platted 25 foot wide easement shown therefrom to Strauss Road, with no gaps or gores thereto;
(16) There is no evidence of recent earth moving, building construction or building additions found on the site;
(17) The subject property does not serve any adjoining property for utilities, or ingress, or egress unless shown on plat;
(18) The record description of the subject property forms a mathematically closed figure.
(19) The undersigned has received and examined a copy of First American Title Insurance Company's Commitment No. 5011635-2226551 DA06 and the location of any matter shown thereon, to the extent it can be located, has been shown on this Survey with the appropriate recording reference or otherwise noted on the Survey, if it is blanket in nature.
(20) The parties listed below are entitled to rely on the Survey and this certificate as being true and accurate.

To LANESTONE I, LLC, First American Land Title Insurance Company and Dona Ana Title Company, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6, 7, 8, 9, 11, 12, 13, 14, 16, 17, 19 and 20 of Table A thereof. The fieldwork was completed on October 16, 2017.

_____ _____ _____
Ronald W. King Date:
Registered Professional Land Surveyor
New Mexico License No. 5948



LEGAL DESCRIPTION

A certain 110.442 Acre Parcel of land situate within Section 18, Township 28 South, Range 3 East, New Mexico Principal Meridian, Doña Ana County, New Mexico, being Dona Ana County Parcel I.D. No. R-1719626, being more particularly described by metes and bounds as follows:

Commencing at a found U.S.G.L.O. Brass Cap located on the Range line between Ranges 2 East and 3 East, marking the Section line common to Sections 18 and 19, Township 28 South, Range 3 East;

THENCE, S 89º-58'-20" E, (BASIS OF BEARING FOR THIS PARCEL DESCRIPTION) 3675.41 feet to a found 5/8-inch rebar with yellow Cap No. 5948, marking the Southwest corner and "TRUE POINT OF BEGINNING" of the parcel herein described;

THENCE, N 00º-19'-12" W, a distance 3116.99 feet to a point on the Southeasterly Right-of-Way, (R.O.W.) line of the Pete V. Domenici International Beltway (PCN 2850), NM Project No. NM-136-1 (1), marking the Northwest corner of the herein described parcel;

THENCE, along the Southeasterly R.O.W. line the following 3 calls:

N 71º-46'-54" E, 628.02 feet to a found Brass Cap in concrete marking N.M.S.H.D. Station 360+10.00;

N 71º-46'-53" E, 890.14 feet to a found Brass Cap in concrete marking N.M.S.H.D. Station 369+00;

N 57º-44'-17" E, 7.15 feet to a found 5/8-inch rebar with yellow cap No. 5948, marking the Intersection of the Southeast R.O.W. line with the Section line common to Sections 17 & 18, Township 28 South, Range 3 East;

THENCE, along the common Section Line, S 00'-11'-18" W, 3596.11 feet to a found ½ inch rebar with Tag 5948 accepted for the Section corner common to Sections 17, 18, 19 & 20, Township 28 South, Range 3 East;

THENCE, along Section line common to Sections 18 & 19, N 89º58'-20" W, 1418.86 feet to the "POINT OF BEGINNING", and containing 4,810,833 square feet or 110.44 acres, MORE OR LESS.

SUBJECT TO THE FOLLOWING 25-FOOT-WIDE INGRESS/EGRESS AND UTILITY EASEMENT.

Beginning at a point on the Section line common to Sections 17 and 18, WHENCE, a ½ inch rebar with Tag 5948 accepted for the Section Corner common to Sections 17, 18, 19 & 20, Township 28 South, Range 3 East, bears S 00º-11'-18" W, a distance of 898.56 feet (said Section Line is the basis of bearing for the Easement herein described);

THENCE, from the Point of Beginning, S 89º-40'-48" W, a distance of 1426.81 feet to a point on the Easterly boundary of a parcel known as Este Parcel 2 (Dona Ana County Parcel I.D. No. R 17-19625);

THENCE, along said Easterly boundary of said Este Parcel 2, N 00º-19'-12" W, a distance of 25.00 feet;

THENCE, N 89º-40'-48" E, a distance of 4021.34 feet to a point on the Westerly boundary of a parcel known as Toltec VI (Dona Ana County Parcel I.D. No. R 17-19615) said point being the Eastern end of the Easement described herein;

THENCE, along said Westerly boundary of said Toltec VI, S 00º-11'-21" W, a distance of 25.00 feet;

THENCE, S 89º-40'-48" W, a distance of 2594.31 feet to the "POINT OF BEGINNING", containing 2.308 acres or 100,531 square feet, MORE OR LESS.

REFERENCES

SCALE: 1" = 500'
JOB NO.: 404-067a
FIELD BK.: GPS
PAGE(S): GPS
SURVEY BY: RB/MD
DRAWN BY: TA
CHECKED BY: RK
DATE: 11/09/2017

PROJECT NAME

ALTA/NSPS LAND TITLE SURVEY
110.422 ACRES PARCEL BEING DOÑA ANA COUNTY PARCEL ID 17-19626
SITUATE WITHIN SECTION 18 TOWNSHIP 28 SOUTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
DOÑA ANA COUNTY, NEW MEXICO

SKYLINE Est. 1983
P.O. BOX 20 SANTA TERESA, N.M. 88008
FAX (575) 589-0477 Phone (575) 589-5481

SHEET TITLE

ALTA/NSPS LAND TITLE SURVEY

Sht. 1 Of 1

EXHIBIT "B"

ANNEXED PROPERTY

CITY OF SUNLAND PARK

Case No: 25-093

ANNEXATION PETITION FORM

Parcel Information

Project Description including acreage: 533.822-acres of land situated within Section 18, Township 28 South, Range 3 East, New Mexico

Address or County Parcel ID No: The parcels, as defined by the County of Dona Ana, are R1719624, R1702832, R171415, R1716212, R1718139, R1719625, R1719626, R1719614, R1719615, R1717064 and R1714915

Current Zoning: D1-L and C3 Existing Overlay: N/A

Does a Development Plan accompany this Application? [X] Yes [ ] No

Property Owner Information

Name: CG7, LLC, Mesilla Bolson Properties, LLC, Lenmark Construction, Inc and Marcos Rivera

Address: PO Box 741, Santa Teresa, NM 88008

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Applicant / Agent Information (if different from owner)

Company Name: CG7, LLC

Name: BILL HAGAN

Address: PO Box 741, Santa Teresa, NM 88008

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Correspondence Directed to: [ ] Owner [ ] Agent [X] Both

I, CG7, LLC, Mesilla Bolson Properties, LLC, Lenmark Construction, Inc and Marcos Rivera *am the owner of the property described in this application and hereby authorize* BILL HAGAN *to act on my behalf on matters pertaining to this application.*

Property Owner's Signature: Attached Signature Page Date: 7/8/25 7/9/2025

Submittal Checklist

- [x] Fee: REFERENCE DEVELOPMENT FEE SCHEDULE (ATTACHED)
- [x] 1 DIGITAL COPY
- [x] Annexation package including initial zoning request, Master Plan, annexation Plan.
- [x] Posting Fee: **$25**
- [x] Map **clearly** showing the current and proposed boundaries of the city including any annexation of adjacent right of way, such as roads (per New Mexico State Statutes 3-7-17)

Approval Criteria

The Sunland Park Code Section 10-4-5-F states that, "Zoning Of Annexed Land: At such time as territory may hereafter be annexed to the City, it shall continue to be zoned and subject to such land use restrictions as prior to such annexation. Provided, however, if such territory is not subject to zoning or land use restrictions, the City Council shall, as a condition of such annexation, zone such territory."

Section 11-1-3 of the Code states that, "The land subdivision regulations shall be applicable to all of the territory within the present Municipal boundary of the City, and all territory within three (3) miles of such present Municipal boundary and shall be under the jurisdiction of the Planning and Zoning Commission and the Governing Body. If annexation of land to the City should occur, these regulations automatically apply to the annexed land and that land lying up to three (3) miles therefrom."

See the following page for an excerpt of the New Mexico State Statutes Section 3-7-17 (Annexation).

Signature

I hereby certify that the documents submitted for review and consideration by the City of Sunland Park have been prepared to meet the minimum standards outlined in the Sunland Park Code of Ordinances. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: _____ Date: _____

Approval Criteria (continued)

New Mexico State Statutes Section 3-7-17: Annexation

A. Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition:

(1) seeks the annexation of territory contiguous to a municipality;

(2) is signed by the owners of a majority of the number of acres in the contiguous territory;

(3) is accompanied by a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality; and

(4) is presented to the governing body, the governing body shall by ordinance express its consent or rejection to the annexation of such contiguous territory.

B. If the ordinance consents to the annexation of the contiguous territory, a copy of the ordinance, with a copy of the plat of the territory so annexed, shall be filed in the office of the county clerk. After the filing, the contiguous territory is part of the municipality. The clerk of the municipality shall also send copies of the ordinance annexing the territory and of the plat of the territory so annexed to the secretary of finance and administration and to the secretary of taxation and revenue.

C. Within thirty days after the filing of the copy of the ordinance in the office of the county clerk, any person owning land within the territory annexed to the municipality may appeal to the district court questioning the validity of the annexation proceedings. If no appeal to the district court is filed within thirty days after the filing of the ordinance in the office of the county clerk or if the court renders judgment in favor of the municipality, the annexation shall be deemed complete.

CITY OF SUNLAND PARK

Case No: _____

ANNEXATION PETITION FORM

Parcel Information

Project Description including acreage: 533.822-acres of land situated within Section 18, Township 28 South, Range 3 East, New Mexico

Address or County Parcel ID No: The parcels, as defined by the County of Dona Ana, are R1719624, R1702832, R171415, R1716212, R1718139, R1719625, R1719626, R1719614, R1719615, R1717064 and R1714915

Current Zoning: D1-L and C3 Existing Overlay: N/A

Does a Development Plan accompany this Application? [X] Yes [ ] No

Property Owner Information

Name: CG7, LLC, Mesilla Bolson Properties, LLC, Lenmark Construction, Inc and Marcos Rivera

Address: PO Box 741, Santa Teresa, NM 88008

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Applicant / Agent Information (if different from owner)

Company Name: CG7, LLC

Name: BILL HAGAN

Address: PO Box 741, Santa Teresa, NM 88008

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Correspondence Directed to: [ ] Owner [ ] Agent [X] Both

I, CG7, LLC, Mesilla Bolson Properties, LLC, Lenmark Construction, Inc and Marcos Rivera *am the owner of the property described in this application and hereby authorize* BILL HAGAN *to act on my behalf on matters pertaining to this application.*

Property Owner's Signature: Attached Signature Page Date: _____

PETITION REQUESTING THE CITY OF SUNLAND PARK

TO ANNEX A CERTAIN TERRITORY

Pursuant to NMSA 1978, 1978, §3-7-17.1 the undersigned petitioners request that the City of Sunland Park, by ordinance, grant this petition and annex approximately 407.77 acres of territory contiguous to Its boundary. The parcels, as defined by the County of Dona Ana, are R1719624, R1702832, R171415, R1716212, R1718139, R1719625, R1719626, R1719614, R1719615, R1717064 and R1714915 (Petition Parcels). Attached to this Petition as **Exhibit "A"** is a map depicting the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed and the boundary of the City of Sunland Park. Attached to this Petition as **Exhibit "B",** the undersigned petitioners own a majority of the number of acres in the area proposed for annexation.

(1) Mesilla Bolson Properties, LLC

A New Mexico limited liability company
Name of Entity

Signature of Representative

Gregory W. Collins, Manager
Name of Authorized Representative

Manager
Title of Authorized Representative

(2) CG7, LLC

A New Mexico limited liability company
Name of Entity

Signature of Representative

Bill Hagan
Name of Authorized Representative

Manager
Title of Authorized Representative

(3) Lenmark Construction, Inc

A New Mexico Corporation
Name of Entity

Signature of Representative

MARCOS RIVERA
Name of Authorized Representative

Vice President
Title of Authorized Representative

(4) Marcos Rivera

Signature

Any person knowingly providing or causing to be provided any false information on the petition, forging a signature or signing this petition knowing he or she is not an owner of real property within the territory proposed to be annexed is guilty of a fourth-degree felony.

Pursuant to §3.1.5 NMSA 1978 (Repl. Pamp. 1987) the City Clerk approves the form of this petition.

_____, City Clerk
City of Sunland Park, NM

Submittal Checklist

- [x] Fee: REFERENCE DEVELOPMENT FEE SCHEDULE (ATTACHED)
- [x] 1 DIGITAL COPY
- [x] Annexation package including initial zoning request, Master Plan, annexation Plan.
- [x] Posting Fee: **$25**
- [x] Map **clearly** showing the current and proposed boundaries of the city including any annexation of adjacent right of way, such as roads (per New Mexico State Statutes 3-7-17)

Approval Criteria

The Sunland Park Code Section 10-4-5-F states that, "Zoning Of Annexed Land: At such time as territory may hereafter be annexed to the City, it shall continue to be zoned and subject to such land use restrictions as prior to such annexation. Provided, however, if such territory is not subject to zoning or land use restrictions, the City Council shall, as a condition of such annexation, zone such territory."

Section 11-1-3 of the Code states that, "The land subdivision regulations shall be applicable to all of the territory within the present Municipal boundary of the City, and all territory within three (3) miles of such present Municipal boundary and shall be under the jurisdiction of the Planning and Zoning Commission and the Governing Body. If annexation of land to the City should occur, these regulations automatically apply to the annexed land and that land lying up to three (3) miles therefrom."

See the following page for an excerpt of the New Mexico State Statutes Section 3-7-17 (Annexation).

Signature

I hereby certify that the documents submitted for review and consideration by the City of Sunland Park have been prepared to meet the minimum standards outlined in the Sunland Park Code of Ordinances. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: _____ Date: _____

Approval Criteria (continued)

New Mexico State Statutes Section 3-7-17: Annexation

A. Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition:

(1) seeks the annexation of territory contiguous to a municipality;

(2) is signed by the owners of a majority of the number of acres in the contiguous territory;

(3) is accompanied by a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality; and

(4) is presented to the governing body, the governing body shall by ordinance express its consent or rejection to the annexation of such contiguous territory.

B. If the ordinance consents to the annexation of the contiguous territory, a copy of the ordinance, with a copy of the plat of the territory so annexed, shall be filed in the office of the county clerk. After the filing, the contiguous territory is part of the municipality. The clerk of the municipality shall also send copies of the ordinance annexing the territory and of the plat of the territory so annexed to the secretary of finance and administration and to the secretary of taxation and revenue.

C. Within thirty days after the filing of the copy of the ordinance in the office of the county clerk, any person owning land within the territory annexed to the municipality may appeal to the district court questioning the validity of the annexation proceedings. If no appeal to the district court is filed within thirty days after the filing of the ordinance in the office of the county clerk or if the court renders judgment in favor of the municipality, the annexation shall be deemed complete.

PROPOSED PROJECT:

SOUTH OF PETE V. DOMENICI INTERNATIONAL BELTWAY (ANNEXATION)

RONALD W, KING – NEW MEXICO P.E. & L.S. NO. 5948

P.O. BOX 20 SANTA TERESA, N.M. 88008
FAX (575) 589-0477 Phone (575) 589-5481

FILE: /Drawings/Proj/806-001 STIMSON/806-001 ANNEX_CITY OF SP

SCALE 1" = 500'

TERESA PASEO II JOINT VENTURE
114.09 Ac.
ID 17-19621
INST# 1424311
FILED 11/26/2014

CHECKPOINT GINGER LLC.,
57.48 Ac.
ID 19-11431
INST# 2127403
FILED 08/24/2021

8.393 ACRE PARCEL

EXISTING CITY LIMITS

PETE V. DOMENICI INTERNATIONAL BELTWAY (R-O-W WIDTH VARIES)

VILLA VALENCIA SUBDIVISION PHASE III

SECTION 18 / SECTION 17

32.305 ACRE PARCEL

DONA ANA COUNTY AIRPORT
U.S.A. PATENT TO DONA ANA COUNTY
PATENT N.M. 54817
FILED BOOK 275, PAGE 625
REC SEPT. 7, 1982

T.28S., R.2E. SECTION 13 / T.28S., R.3E. SECTION 18

110.442 ACRE PARCEL
MESILLA BOLSON PROPERTIES LLC
ID 17-19626
INST #0017645
FILED 08/09/2000

98.399 ACRE PARCEL
CG 7, L.L.C.,
PARCEL ID#
4-014-165-237-194
INST# 25113967
FILED 07/01/2025

98.568 ACRE PARCEL
CG 7, L.L.C.,
PARCEL ID#
4-013-165-107-293
INST# 25113968
FILED 07/01/2025

CHECKPOINT GINGER, LLC
ID 17-19612
INST. # 2426161
FILED 11/26/2024

150.00 ACRE PARCEL

EXISTING CITY LIMITS

BOARD OF EDUCATION GADSDEN
ID 17-17064
INST.# 0229184
FILED 09/19/2002

12.03 ACRE PARCEL

51.203 ACRE PARCEL
RIVERA MARCOS
ID 17-19614
INST #2408877
FILED 04/17/2024

38.029 ACRE PARCEL
LENMARK CONST., INC.
ID 17-19615
INST #2134808
FILED 10/28/2021

0.62 ACRE PARCEL
LAMPHERE LACEE L. TRUSTEE
ID 17-14915
INST #2427669
FILED 12/19/2024

18 / 17

19 / 20

EXISTING CITY LIMITS

54.82 ACRE PARCEL
PASEO DEL NORTE LLC
ID 17-02832
INST. 1330894
REC 12/23/2013

266.71 ACRE PARCEL

CGDP2, LLC
ID 17-19330
INST. # 2426157
FILED 11/26/2024

AVILA GONZALO PINEDO
30.398 Ac.
ID 17-13563
INST# 2401350
FILED 01/09/2024

GADSDEN INDEPENDENT SCHOOL DISTRICT
8202953
APRIL 4, 1982

AIRPORT ROAD

AIRPORT ROAD 20.09 ACRES

25.683 ACRE PARCEL

3.33 ACRE PARCEL

45.3567 ACRE PARCEL

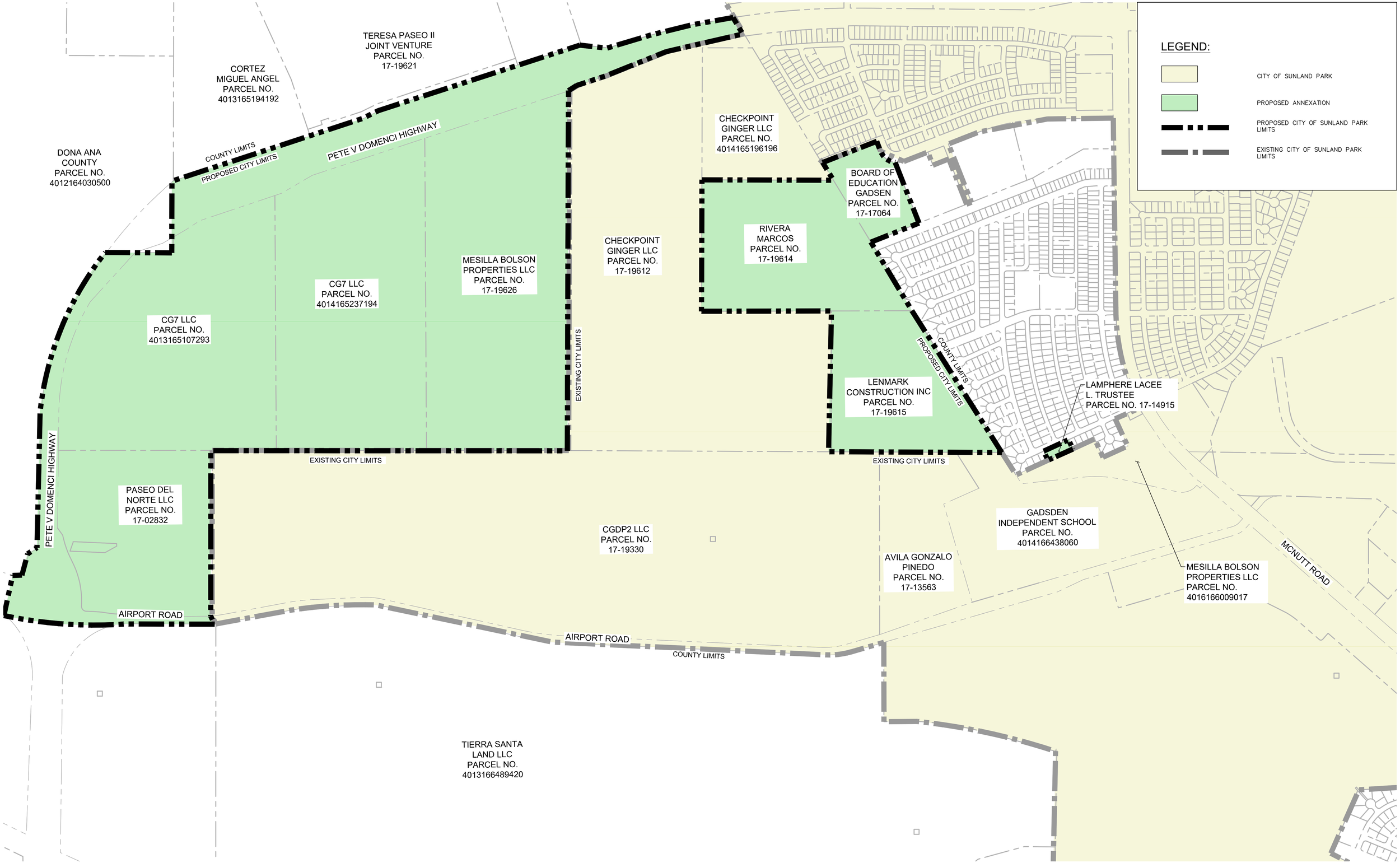
TIERRA SANTA LAND LLC,
730.610 Ac.
ID 17-19332
INST# 1225909
FILED 10/19/2012

SECTION 19 / SECTION 20

533.822 Acs. PROPOSED ANNEXATION

CITY LIMITS CITY OF SUNLAND PARK

Sheet 1 of 1
JULY-2, 2025



Kimley»Horn

RANCHO SANTA TERESA - UNITS 9-12 PROPOSED ANNEXATION

7/2/2025

0 200 400 800 1200

NORTH

Parcel Number	Entity Name	Authorized Representative	DAC Acct #	Parcel #	Acreage
1	CG7, LLC	BILL HAGAN	R1719624	4013165107393	**98.568**
2	CG7, LLC	BILL HAGAN	R1719624	4013165107393	**98.399**
3	PASEO DEL NORTE LLC		R1702832	4013166080100	54.82
4	PASEO DEL NORTE LLC		R1712415	4013166050100	
5	PASEO DEL NORTE LLC		R1716212	4013166100200	
6	Dona Ana County		Road Section - Airport Road (3.33)	Road Section - Airport Road	3.33
7	MESILLA BOLSON PROPERTIES LLC	GREG COLLINS	R1719626	4013165440345	**110.442**
8	MARCOS RIVERA	MARCOS RIVERA	R1719614	4014165235327	51.203
9	LENMARK CONSTRUCTION INC	MARCOS RIVERA, VP	R1719615	4014165343461	38.029
10	GADSDEN INDEPENDENT SCHOOL		R1717064	4014165300270	12.03
11	NMDOT		Road Section - Pete Dom. Hwy 136 (8.393+32.305+25.683)	Road Section - Pete Dominici Hwy 136	66.381
12	LACEE L LAMPHERE & BILLIE E LAMPHERE 2012 LIVING TRUST		R1714915	4014165486526	0.62
				Total Acreage	**533.822**

SIGNATURE ACREAGE	**396.641**
% TOTAL ACREAGE	**74.30%**

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST

CG7, LLC, Mesilla Bolson Properties, LLC, Lenmark Construction, Inc and Marcos Rivera currently own the majority of the 533.822 acres of land which is being petitioned for annexation into the City of Sunland Park. The parcels, as defined by the County of Dona Ana, are R1719624, R1702832, R171415, R1716212, R1718139, R1719625, R1719626, R1719614, R1719615, R1717064 and R1714915 (Petition Parcels). CG7, LLC and Mesilla Bolson Properties, LLC (Developers) are, in conjunction with the proposed annexation, seeking to develop their 307.4-acres of land within the City of Sunland Park jurisdictional limits. The parcels, as defined by the County of Dona Ana, are R1719624, R1719625, and R1719626, (The Property). The Property is currently located within the jurisdictional limits of Dona Ana County. The information within this report is to supplement the request for annexation for the future development to be called by the name Rancho Santa Teresa Units Nine, Ten, Eleven and Twelve (Development) and to provide some general principles and guidelines for the development.

The Development is located South and East Pete Dominici and North of Airport Road immediately outside the current limits of the City of Sunland Park. The Developers are proposing a 307.4-acres of mixed use developments consisting of single family, multi-family, commercial uses.

The intent of the Development is to augment the current growth in the City of Sunland Park and to contribute to the tax base of the City. The Development will provide multi-family, commercial uses, and single-family detached residential uses with paved streets, utility lines, and quality of life amenities such as open space and parkland areas.

1.2 Relationship to City of Sunland Park proposed Master Plans

The current Dona Ana County zoning for the Property is D1-L (**Low Density Residential — Limited) Zone permits single-family site-built homes and manufactured homes** and C3 (**Regional Commercial) Zone permits a wide range of regional commercial activities**

generating large amounts of employment and traffic, serving a wide region on the County. The Development proposes to provide a few mixed residential lots varying from 4,500 sf to 6,000 sf. The residential density for the Development varies from 3.25 units/acre to 4.7 units/acre but with an overall density of 4.14 units/acre. The Development also contemplates commercial 82.5 acres; Ponds/Parks 13.9 acres; and Open Space 18.2 acres. In the opinion of the Developer, the Development meets the goals to augment the growth of the City of Sunland Park and provide for adequate housing types for the residents of the City. The Development will provide quality of life amenities to the residents of the proposed development by providing parkland areas and preserving open spaces. With the cooperation of the City of Sunland Park, the Development will enhance the mobility of the residents by, subject to the approval of the State of New Mexico, connecting Airport Road to Pete Dominici via a newly constructed NM 136 intersection.

1.3 Annexation Plat

Exhibit 1.1

1.4 Location and Relationship to Surrounding Properties

The Petition Parcels are located within the Dona Ana County jurisdictional limits. The Development will consist of 307.4-acres of mixed-use development and is located between Pete Dominici and Airport Road. The Development is partially abutted by existing developments such as Valencia Subdivision. All of the Petition Parcels are contiguous to the City of Sunland Park. The Development abuts the existing City of Sunland Park jurisdictional limits via its southerly border to Rancho Santa Teresa Subdivision Units Five, Six, Seven and Eight.

1.5 Existing Site Conditions

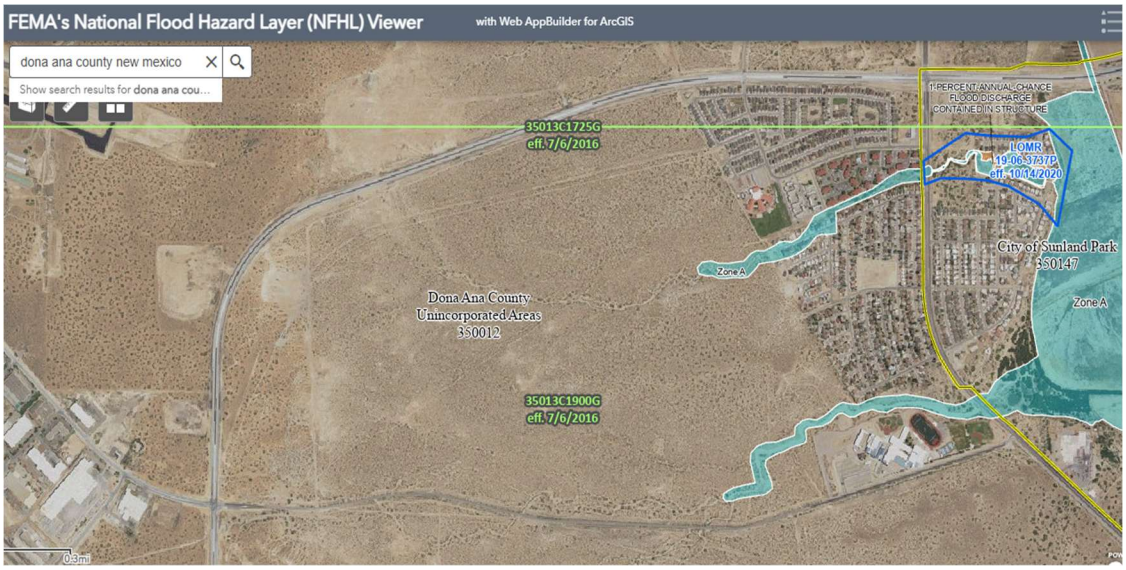
The Development project site is currently vacant, and the area is proposed to be developed into a mixed-use development consisting single-family residential units, multi-family, and commercial uses. The project site will have access to streets to be constructed within Rancho Santa Teresa Subdivision Units Five, Six, Seven and Eight.

.

DRAINAGE:

The Property drains in a south-westerly to a north-easterly direction with gentle slopes. The existing roadway improvements do not have any type of drainage infrastructure to convey developed or undeveloped runoff from the adjacent properties. As detailed on the FEMA website, the majority of the Development area is not part of any Special Flood Hazard Area (SFHA). The SFHA limits are constrained to two existing natural drainage historic channels and the existing flood zones, which lie east of the Development parcels, are identified on FEMA Map 35013C1900G, dated July 6, 2016.

Much of the property drains into two historic drainage channels. As shown, these two channels flow into two flood zones which are not located within the Development.



EASEMENTS/INFRASTRUCTURE

The property has a series of communication lines and power lines (Lines)within the limits of the Development. The existing lines provide service to the surrounding area.

1.6 Public Facilities

The Development is in proximity to multiple public facilities within the area. The Development will be serviced by the Gadsen Independent School District and elementary, middle and high school facilities are within 3 miles from the Development area. The Development will be serviced by the City of Sunland Police Department and the Fire Department for emergency calls within the Development area. The Development is located within five miles from the City of Sunland Park Sports Complex.

1.7 Infrastructure

The Development is within the limits of existing infrastructure to service the project with utilities and roadway improvements. The project will be serviced by El Paso Electric Company for electric service, New Mexico Gas for natural gas service and the Camino Real Regional Utility Authority (CRRUA) for water and wastewater service. The Development is within the limits to extend the required services to serve the demands of project site. The Developer will be responsible for extending service lines to provide service to the Development area.

Currently, CRRUA is experiencing organizational issues with its stakeholders, Dona Ana County and the City of Sunland Park. Further, CRRUA has limited capacity to service the Development, but the utility is in negotiation to facilitate expanding the capacity of the North Wastewater Treatment Plant. In addition, CRRUA, in conjunction with the City of Sunland Park, is planning significant upgrades to the Water Treatment Plants to improve the water quality of the distribution water.

The Development is surrounded by existing roadway network that will assist in traffic circulation and dispersing the generated traffic throughout the roadway links to the City of Sunland Park, Dona Ana County, the City of El Paso and Mexico. The surrounding roadway network consists of Airport Road, McNutt Road, Pete Dominici, and the to be constructed roadways which are part of Rancho Santa Teresa Subdivision Units Five, Six, Seven and Eight.

2.0 PROPOSED DEVELOPMENT

2.1 Overall Project Description

The steady growth and low property taxes of the City of Sunland park continues to attract residents to the area. The intent of the Development is to provide quality community design and options to the residents of the City of Sunland Park for a variety of housing types. The Development is designed to provide good development and to assist the City of Sunland Park to sustain the growth of the city. The intent of the Development is to meet and exceed the goals and expectations of the City of Sunland Park. The Development provides the following goals:

- A variety of residential housing types.
- An increase in tax base for the development area.
- Generation of taxes for the City on construction materials, furniture and fixtures as well as an increase in gross revenue.
- Assist to sustain the growth of the City of Sunland Park.
- The Development provides a well laid out community.
- The Development enhances the quality of life for the area with park and open space land.
- Enhances and compliments the existing surrounding developments.
- Provides a mix-use development with residential, commercial and light industrial uses.

2.2 Conceptual Land Use Plan

The following is a breakdown of the proposed project land uses.

Lot ID	No. of Sites	Area (acres)
Residential	952	132.8
Commercial	2	82.4
Streets/pavement	0	60.1
Parkland/Ponds	n/a	13.9
Ponds	n/a	18.2
TOTAL	n/a	307.4

Residential Development

The land study consists of single-family residential development intended to accommodate the needs of the growing area of the City of Sunland Park. The single-family residential dwellings will consist of approximately 952 residential units on 132.8 acres. The type of residential dwellings being proposed in this project will be lots with minimum depths of 106 feet and lot areas of 4,500 square feet to over 6,000 square feet. This diverse distribution of lot sizes will encourage a variety of housing options throughout the development.

The integrated street network and lot configuration will support driving, walking, and bicycling to-and-from the park sites and will promote walkability within the neighborhood. Furthermore, a focal "eyes on the park" is created by the surrounding park residential lots and street configuration, maintaining visual awareness to the park sites and prioritizing the safety of the users. The continuity of the street network to the surrounding existing streets will improve circulation within the community and disperse traffic.

Park Site

As part of the annexation report, park, pond and open space sites have been identified in the Development area. The first proposed site is approximately 13.9 acre and located for convenient access to the residents within this development and as a buffer to the adjacent subdivision. The proposed open space sites are approximately 18.2 acres and disbursed throughout the Development to utilize easement and drainage areas for the benefit of the residents. Additionally, this community resource will have frontage along one of the residential streets. The total parkland and open space area is 32.1 acres.

Alternative Design Considerations

Considerations to alternative design characteristics for this development will consist of several factors: open space corridor, mixed use developments, variety of housing types, and hike/bike trail.

As part of the development, an open space corridor will be preserved due to natural and existing drainage features within the north-west quadrant of the Development.

The majority of this portion of the property is located within various easement and drainage features. Some other open space areas are identified in the development. These types of open spaces will provide an area for the nearby residents to enjoy an open air atmosphere within walking distance from their homes.

As a part of the open space corridor, a trail system will be incorporated that will enhance the quality of life for the residents of the Development. The trail will provide access to residents by encouraging the trail system's use and interconnecting to other accessible roadways and to points of activity such as commercia$ uses. The trail will consist of a six (6') foot wide asphalt walk/bike surface.

Drainage Considerations

The Development is located outside of the Special Flood Hazard Area (SFHA) as shown in the FEMA FIRM Panel 35013C1900G, Revised Date of July 6, 2016. The existing water runoff flows on an easterly direction. The development will include proposed retention basins where the intent is to capture the runoff and provide a positive impact to the downstream properties. The Development's drainage improvements will consist of storm sewer system and inlets to capture the runoff and safely convey the flows to the appropriate retention basin.

2.3 Conceptual Zoning Plan

The Development proposes adopting the land uses of the City of Sunland Park as part of the annexation request. The zoning land uses being proposed will consist of RCPUD (Residential Commercial Planned Unit Development District – Title 10, Chapter 17 of the Municipal Code). In accordance with 10-17-3, Rancho Santa Teresa will incorporate a Special Use Permit (SUP) Application into the initial zoning to define the Zone Districts for Residential and Commercial lots. For purposes of simplicity within this report, the residential lots shall conform to the Zone District R-2 (Single Family Residential Medium Density District), and the Commercial Zones will conform to the Zone District C-2 (Commercial District). Further, in accordance with 10-17-3, Rancho Santa Teresa will incorporate a Special Use Permit Application to modify 10-17-2B3, 11-4-3, 11-4-4. The R-2 Zoning District will provide affordable housing needs for the residents of the City of Sunland Park and will meet a modified

minimum lot size requirement of 4,500 sf. The C-2 commercial parcels will provide light commercial uses to service the neighborhood and the surrounding communities. For purposes of reference to the Special Use Permit, it is contemplated that the application will be a virtual copy of SUP 25-071, dated June 6, 2025.

2.4 Conceptual Roadway Circulation Plan

The Development will consist of extending the roadways of Rancho Santa Teresa Subdivision Units Five, Six, Seven and Eight from their future terminus to the north to provide access to the most southerly portion of the overall development area. Airport Road is an arterial roadway with intentions to collect the surrounding traffic from the residential streets and convey the traffic to McNutt Road or to the other nearby arterial streets. The roadway circulation for the development consists of several access points to Airport Road to disperse the traffic loads generated to the various ingress/egress points to minimize overloading any single point of access.

The Development assumes the cooperation of the City of Sunland Park for the extension of the 2040 Road Plan from NM 136, Pete Dominici to Airport Road and from there through the property to the south and finally ending up with a new connection to NM 273, McNutt Road. This road and newly constructed interchange is critical to the development of the commercial properties within the Development. Therefore, the City's cooperation and support with NMDOT is going to be the deciding factor in extending the 2040 road.

2.5 Conceptual Phasing Plan

The Development will be constructed throughout several years. The Development is proposed to be phased into four (4) phases. The continuation of the next phase is based on utility serviceability and sales projections. The Development will be constructed in phased and efficient manner to minimize disturbance and impacts to the adjacent existing developments. The first phase of the project is expected to start construction in late 2030.

2.6 Population Growth

The Development proposes a total of 952 residential units with the annexation limits into the City of Sunland Park. based on the United States Census Bureau statistics for the City of Sunland Park, the typical household is 3.67 per unit. The expected population to have an impact to the City of Sunland Park for the Rancho Santa Teresa Subdivision Units Nine through Twelve annexation petition is approximately 3,494 people. The median household income for Sunland Park, New Mexico in 2023 was $52,855, as reported by the United States Census Bureau. The financial impact to the overall economy in the City of Sunland Park will be approximately $50,317,950.

The expected student population to have an impact on the Gadsen Independent School District will be based on the school aged student per household to be 0.9. Based on discussion with school districts in the surrounding areas, the distribution of the school aged children is as follows: 70% for elementary school, 10% middle school and 20% for high school. The total expected student impact because of Rancho Santa Teresa Units Nine through Twelve is approximately 856 students. The distribution to the three-tiered schools is as follows: 599 students for elementary school; 86 students for middle school and 171 students for high school.

2.7 Financing Improvement Districts

The Rancho Santa Teresa Development proposes to implement, subject to the final approval by the City of Sunland Park, a Tax Increment Development District (TIDD) and a Public Improvement District (PID) within the project boundaries within the Development area.

Tax Increment Development District

Tax Increment Development Districts (TIDD) are mechanisms to support economic development and job creation by providing gross receipts tax financing and property tax financing for public infrastructure. The primary purpose of the TIDD district is to provide a source of funding for the construction of the 20/40 main road which will connect NM 136 to Airport Road, and beyond. Assuming the corporation of the City, the creation of the two large commercial locations within the Development should provide a new source of New Mexico Gross Receipts Taxes. This new commercial district and the trend toward home delivery of purchases should allow for the construction of a new 20/40 major road construction within the City of Sunland Park.

Public Improvement District

A Public Improvement District (PID) is a taxing entity which can finance, construct and maintain public improvements. A PID is typically formed to address any type of public improvements or services for a certain area. The PID has the authority to issue debt and to impose a tax against real and personal property within the district boundaries. Refer to appendix titled "PID Summary Plan" for a more detailed description of the PID plan for the Development.

The implementation of a PID begins with a plan for the proposed improvements, the cost of construction and the cost of maintenance. The pian also identifies how the project(s) is to be financed. Finally, the improvement plan identifies the cost to each of the property owners who will benefit from the proposed improvements. The plan also serves as the basis for a petition requesting that the district be formed. Property values benefit where districts are formed for the purpose of constructing, improving and maintaining various public improvements. Each district has a board of volunteers who work with staff to establish priorities for the work that needs to be done. The PID revenues generated are kept in a fund separate from other funds. It can only be used for the established purpose of the PID.

The PID's special levy proceeds would be used to pay principal, interest, and other costs associated with bonds, loans, advances, and other indebtedness of the PID, to reimburse directly for costs of public improvements, and/or to fund other costs of the PID including administrative and formation costs.

Requests

The developers for Rancho Santa Teresa Development are seeking an Annexation and Development Agreement from the City of Sunland Park as to the consideration of a Public Improvement District ("PID") and Tax Increment Development District (TIDD) for the Development area. The developer understands the establishment of a PID and TIDD will require City Council action and approval. The developer will work with the City of Sunland Park staff to provide the framework for the financial models being proposed. The developers wish to advise the City of Sunland Park that the Property Improvement District ("PID") and

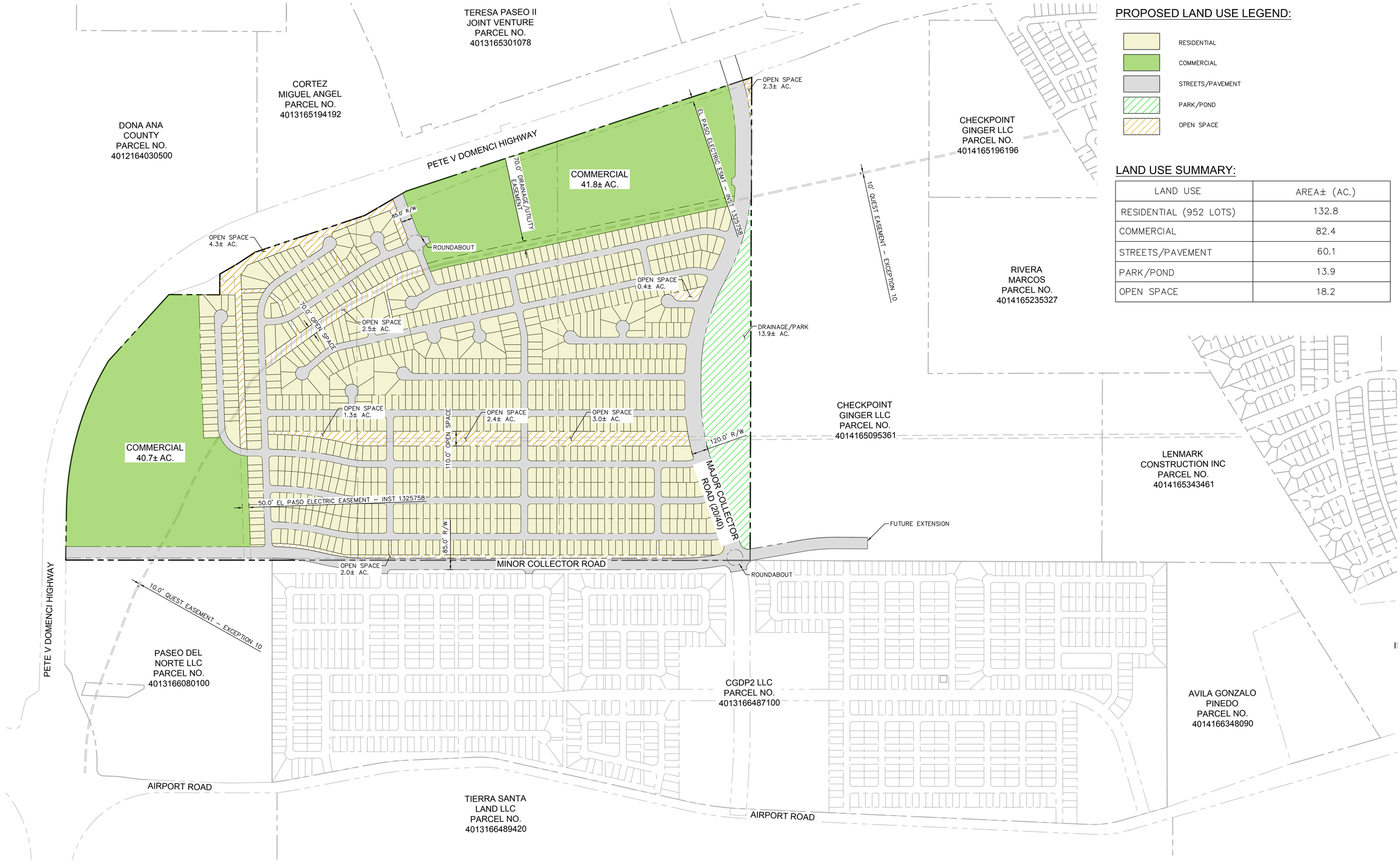
Tax Increment Development District (TIDD) is an integral part of its Rancho Santa Teresa annexation and subdivision plans. **Therefore, if for any reason the City of Sunland Park does not foresee the approval of the PID application it is respectfully requested that the City of Sunland Park not accept the petition for annexation as described herein**.

3.0 CONCLUSION

Based on the proposed development plan and the consideration of the establishment of a Public Improvement District (PID) and Tax Increment Development District (TIDD) for the proposed Annexed area for Rancho Santa Teresa Development, the City of Sunland Park will have minimal impact to the cost of public facilities within the annexed area. The Development will provide the necessary housing needs for the ever-growing City of Sunland Park with a potential increase of $50,317,950 in income for the area. The intent of the Development is to provide affordable and quality housing needs for the residents of the City of Sunland Park and improve the quality of life by providing parks and open spaces for the active and passage recreational users. In addition, the Development will increase the property values and the tax base for the City of Sunland Park. The overall financial impact of the Rancho Santa Teresa Development to the City of Sunland Park will create a positive impact to the City and the residents of the City of Sunland Park.

EXHIBIT "C"

MASTER PLAN



PROPOSED LAND USE LEGEND:

- RESIDENTIAL
- COMMERCIAL
- STREETS/PAVEMENT
- PARK/POND
- OPEN SPACE

LAND USE SUMMARY:

LAND USE	AREA± (AC.)
RESIDENTIAL (952 LOTS)	132.8
COMMERCIAL	82.4
STREETS/PAVEMENT	60.1
PARK/POND	13.9
OPEN SPACE	18.2

Kimley»Horn

RANCHO SANTA TERESA - UNITS 9-12 MASTER PLAN

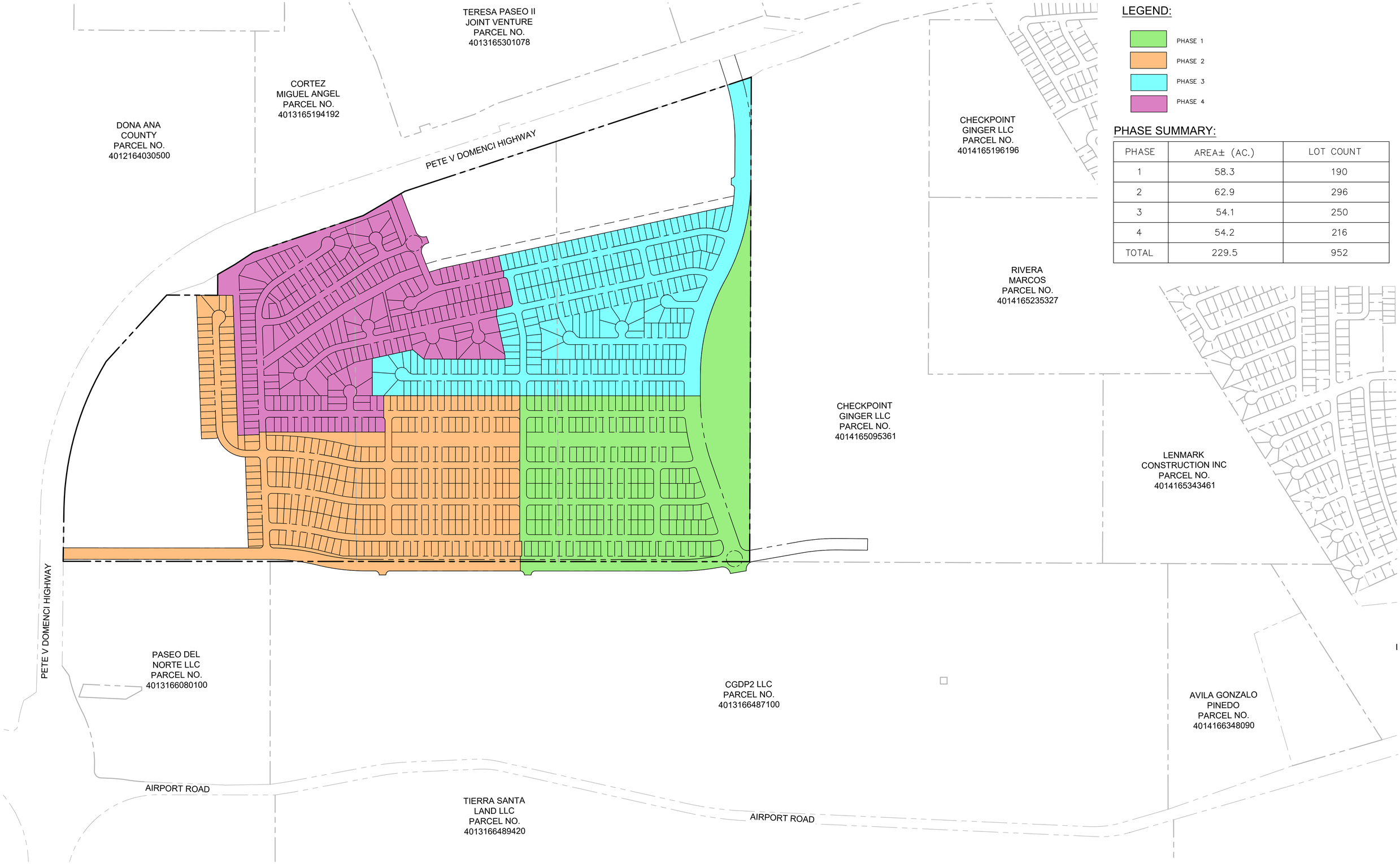
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NORTH

EXHIBIT "D"

PHASING PLAN



LEGEND:

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

PHASE SUMMARY:

PHASE	AREA± (AC.)	LOT COUNT
1	58.3	190
2	62.9	296
3	54.1	250
4	54.2	216
TOTAL	229.5	952

Kimley»Horn

RANCHO SANTA TERESA - UNITS 9-12 PHASING PLAN

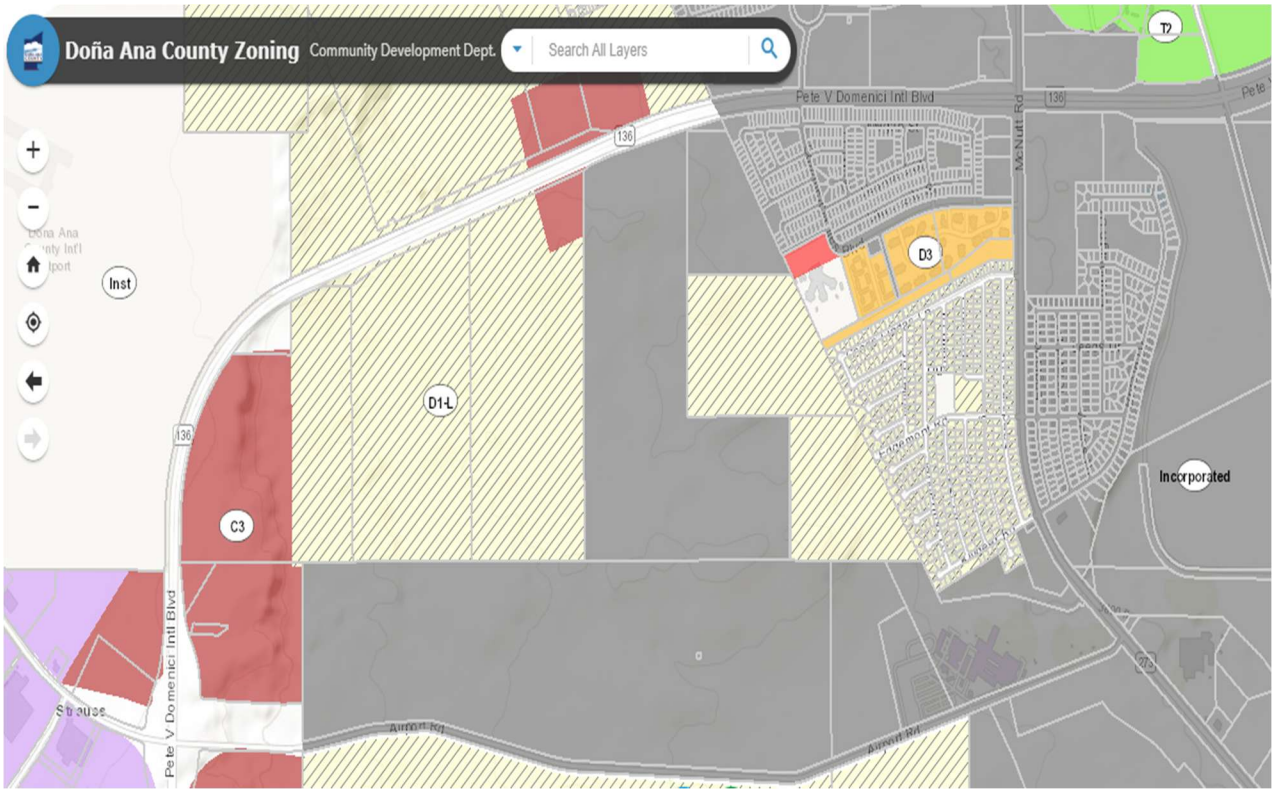
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NORTH

EXHIBIT "E"

CURRENT ZONING PLAN



D1-L: (Low Density Residential — Limited) Zone permits single-family site-built homes and manufactured homes.

C3: (Regional Commercial) Zone permits a wide range of regional commercial activities generating large amounts of employment and traffic, serving a wide region on the County.

EXHIBIT "F"

APPLICATION FOR CHANGE OF ZONING

CITY OF SUNLAND PARK

Case No: _____

REZONING APPLICATION

Parcel Information

Project Description: 307.4-acres of land situated within Section 18, Township 28 South, Range 3 East, New Mexico

Address or County Parcel ID No: The Property parcels, as defined by the County of Dona Ana, are R1719624, R1719625, and R1719626

Current Zoning: DAC D1-L and C-3 Existing Overlay: _____

Does a Development Plan accompany this Application? [x] Yes [ ] No

Property Owner Information

Name: CG7, LLC, and Mesilla Bolson Properties, LLC

Address: PO Box 741, Santa Teresa, NM 88008

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Applicant / Agent Information (if different from owner)

Company Name: _____

Name: Bill Hagan

Address: PO Box 12122, El Paso TX 799912

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Correspondence Directed to: [ ] Owner [ ] Agent [X] Both

I, CG7, LLC, and Mesilla Bolson Properties, LLC *am the owner of the property described in this application and hereby authorize* Bill Hagan *to act on my behalf on matters pertaining to this application.*

Property Owner's Signature: _____ Date: 7/8/2025

9/9/2025 BH

Submittal Checklist

- [x] **Fee:** REFERENCE DEVELOPMENT FEE SCHEDULE ATTACHED
- [x] **Posting Fee: $25**
- [x] **1 DIGITAL COPY**
- [ ] **Map clearly showing the current and proposed boundaries of the city including any annexation of adjacent right of way, such as roads (per New Mexico State Statutes 3-7-17)**
- [x] **Annexation package including initial zoning request, Master Plan, annexation Plan.**

Approval Criteria

The Sunland Park Code Section 10-4-5-F states that, "Zoning Of Annexed Land: At such time as territory may hereafter be annexed to the City, it shall continue to be zoned and subject to such land use restrictions as prior to such annexation. Provided, however, if such territory is not subject to zoning or land use restrictions, the City Council shall, as a condition of such annexation, zone such territory."

Section 11-1-3 of the Code states that, "The land subdivision regulations shall be applicable to all of the territory within the present Municipal boundary of the City, and all territory within three (3) miles of such present Municipal boundary and shall be under the jurisdiction of the Planning and Zoning Commission and the Governing Body. If annexation of land to the City should occur, these regulations automatically apply to the annexed land and that land lying up to three (3) miles therefrom."

See the following page for an excerpt of the New Mexico State Statutes Section 3-7-17 (Annexation)

Signature

I hereby certify that the documents submitted for review and consideration by the City of Sunland Park have been prepared to meet the minimum standards outlined in the Sunland Park Code of Ordinances. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: _____ Date: 7/8/2025
9/9/2025

CITY OF SUNLAND PARK

Case No: _____

REZONING APPLICATION

Parcel Information

Project Description: 307.4-acres of land situated within Section 18, Township 28 South, Range 3 East, New Mexico

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Current Zoning: DAC D1-L and C-3 Existing Overlay: _____

Does a Development Plan accompany this Application? [x] Yes [ ] No

Property Owner Information

Name: CG7, LLC, and Mesilla Bolson Properties, LLC

Address: PO Box 741, Santa Teresa, NM 88008

Phone: (915) 288-7589 E-mail Address: Billhagan70@gmail.com

Applicant / Agent Information (if different from owner)

Company Name: _____

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Correspondence Directed to: [ ] Owner [ ] Agent [X] Both

I, CG7, LLC, and Mesilla Bolson Properties, LLC *am the owner of the property described in this application and hereby authorize* Bill Hagan *to act on my behalf on matters pertaining to this application.*

Property Owner's Signature: _____ Date: _____

Submittal Checklist

- ☐ Fee (provide receipt): See Fee schedule
- ☐ 1 Digital Copy
- ☐ Existing Uses on Property
- ☐ Legal Lot of Record or Warranty Deed
- ☐ Posting Fee: **$25**
- ☐ 1 Site Plan with dimensions meeting the following requirements:
  - landscape locations with dimensions
  - garden wall location, dimensions, and material type
  - trash enclosure location, dimension, and material type
  - outdoor lighting location, dimension, and type
  - truck loading bays location, dimension and turning radius
  - outdoor storage areas location, dimension and type of enclosure
  - parking space location, dimension, and count
  - ponding area size, calculations, location, and perimeter wall

Approval Criteria

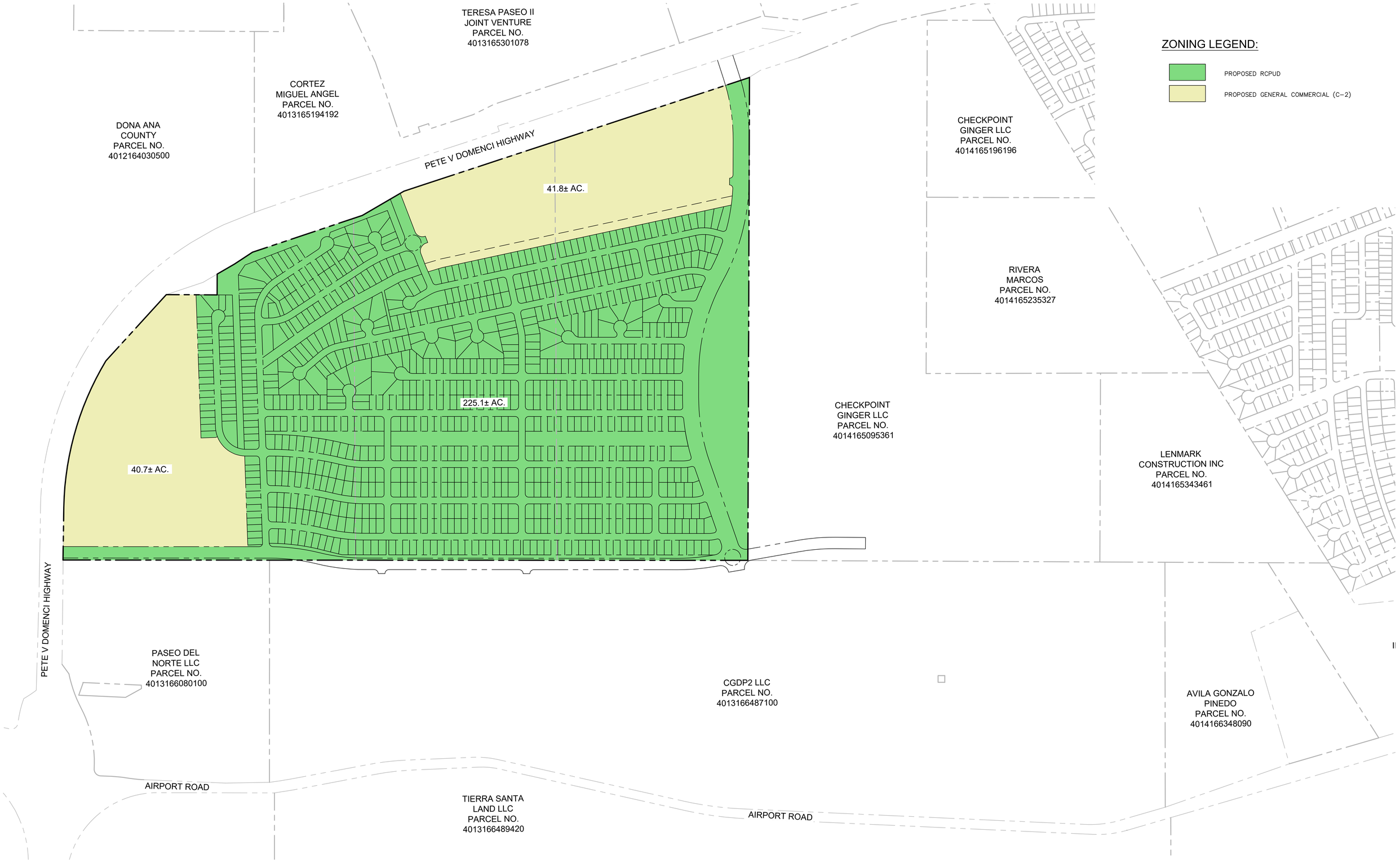
Provide a description of the consistency of the proposed zoning with the City of Sunland Park 2040 Comprehensive Plan.

The Sunland Park Code Section 10-4-1-C states that, “Amendment Of Map: If, in accordance with the provisions of this Title and New Mexico Statutes Annotated section 3-21-1 et seq., changes are made in district boundaries or other matter portrayed on the Official Zoning Map, such changes shall be entered on the Official Zoning Map promptly after the amendment has been approved by the City Council, with an entry on the Official Zoning Map as follows: “On (date), by official action of the City Council, the following (change) changes were made in the Official Zoning Map: (brief description of nature of change)”, which entry shall be signed by the Mayor and attested by the City Clerk-Treasurer. No amendment to this Title which involves material portrayed on the Official Zoning Map shall become effective until after change and entry has been made on said Map.”

Signature

I hereby certify that the documents submitted for review and consideration by the City of Sunland Park have been prepared to meet the minimum standards outlined in the Sunland Park Code of Ordinances. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City’s Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City’s zoning requirements.

Signature: _____ Date: _____



Kimley»Horn

RANCHO SANTA TERESA - UNITS 9-12 ZONING PLAN

7/1/2025

0 150 300 600 900

NORTH

CITY OF SUNLAND PARK

Case No / Caso No.: _____

SPECIAL USE PERMIT FORM
SOLICITUD DE PERMISO DE USO ESPECIAL

Parcel Information / Información del Terreno o Parcela

Project Description/Descripción del Proyecto: 307.4 - ACRES of Land within Section 18, Township 28 South, Range 3 East NMPM, New Mexico

Address or County Parcel ID No. /Dirección o Número de Identificación de Parcela del Condado: The Property Parcels R1719624, R1719625, R1719626 DAC Tax Records

Current Zoning/Zonificación actual: DAC - D1-L and C 3

Existing Overlay/Superposición Existente: _____

Does a Development Plan accompany this Application? / ¿Acompaña esta Solicitud un Plan de Desarrollo? ☑Yes/ Sí ☐No/No

Property Owner Information / Información del dueño de la propiedad

Name/Nombre: C.G.7, LLC and Mesilla Bolson Properties LLC

Address/Dirección: PO Box 741 Santa Teresa NM 88008

Phone/Teléfono: 915-288-2529 E-mail/Correo Electrónico: billhagan70@gmail.com

Applicant / Agent Information (if different from owner)
Información del solicitante/agente (si es diferente del dueno)

Company Name / Nombre de la Compañía: _____

Name / Nombre: Bill Hagan

Address / Dirección: ~~PO Box~~ PO Box 12122 El Paso TX 79912

Phone / Teléfono: 915-288-2529 E-mail / Correo Electrónico: billhagan70@gmail.com

Correspondence Directed to / Correspondencia Dirigida a: ☐ Owner/Dueño ☐ Agent / Agente ☐ Both/ Ambos

I, C.G.7, LLC and Mesilla Bolson Properties LLC *am the owner of the property described in this application and hereby authorize* Bill Hagan *to act on my behalf on matters pertaining to this application.*

Yo, _____ *soy el(la) dueño(a) de la propiedad descrita en esta solicitud y por la presente autorizo a* _____ *para actuar en mi nombre en asuntos relacionados con esta solicitud.*

Property Owner's Signature/ Firma del dueño de la propiedad: Bill Hagan C.G.7, LLC

Date/Fecha: 7/9/25 9/9/2025 Bill Hagan C.G.7, LLC

Submittal Checklist / Lista de Control para la Presentación de Planos

REFERENCE SPECIAL USE PROCEDURES SHEET ATTACHED

- ☐ Fee (provide receipt) / Tarifa (proporcionar recibo): **$600.00**
- ☐ Posting Fee / Tarifa de Publicación: **$25**
- ☐ 1 Digital Copy / 1 Copia Digital
- ☐ Landscape Plan / Plan de paisaje (arboles, plantas, arbustos, áreas verdes)
- ☐ Existing Uses on Property / Usos existentes en la propiedad
- ☐ Legal Lot of Record or Warranty Deed/ Lote legal de registro o escritura de garantía
- ☐ Vicinity Map / Mapa de alrededores
- ☐ Building Elevations/ Elevaciones de edificios
- ☐ 1 Site Plan with dimensions meeting the following: / 1 Plano de Sitio con dimensiones que cumplan con lo siguiente:

☐ landscape locations with dimensions	☐ ubicaciones de paisajes con dimensiones
☐ garden wall location, dimensions, and material type	☐ ubicación de la pared del jardín, dimensiones y tipo de material
☐ trash enclosure location, dimension, and material type	☐ ubicación, dimensión y tipo de material del recinto de basura
☐ outdoor lighting location, dimension, and type	☐ ubicación, dimensión y tipo de iluminación exterior
☐ truck loading bays location, dimension and turning radius	☐ ubicación, dimensión y radio de giro de los muelles de carga de camiones
☐ outdoor storage areas location, dimension and type of enclosure	☐ ubicación de las áreas de almacenamiento al aire libre, dimensión y tipo de recinto
☐ parking space location, dimension, and count	☐ ubicación, dimensión y número de plazas de estacionamiento
☐ ponding area size, calculations, location, and perimeter wall	☐ tamaño del área de estanque, cálculos, ubicación y muro perimetral

Approval Criteria / Criterios de Aprobación

See the following pages for an excerpt of the Sunland Park Code Section 10-10-2.

Consulte las siguientes páginas para obtener un extracto de la Sección 10-10-2 del Código de Sunland Park.

Signature / Firma

I hereby certify that the documents submitted for review and consideration by the City of Sunland Park have been prepared to meet the minimum standards outlined in the Sunland Park Code of Ordinances. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Por la presente certifico que los documentos presentados para revisión y consideración por parte de la Ciudad de Sunland Park han sido preparados para cumplir con los estándares mínimos descritos en el Código de Ordenanzas de Sunland Park. El incumplimiento de estos estándares puede resultar en el rechazo de mi solicitud. También certifico que me he reunido con el personal de Planeación Actual de la Ciudad en una reunión previa a la solicitud para verificar que la propuesta adjunta cumple con los requisitos de zonificación de la Ciudad.

Signature/ Firma: _____

Date/ Fecha: 7/12/25 9/5/2025

PROPOSED - SAMPLE

LETTER OF STATEMENT OF REASONS

SPECIAL USE PERMIT

CITY OF SUNLAND PARK

CASE NO:_____

The purpose of this Special Use Permit ("SUP") application is to modify the Development Agreement entered by the City of Sunland Park ("City") and CGDP3, LLC and GBL Properties LLC ("Applicant"). This document is to be appended to the Application for Zoning Change. As a part of the annexation of the property by the City, the 307 +/- acres RCPUD, as defined in Title 10, Chapter 17 of the Municipal Code ("Zoning").

Under the RCPUD zone (10-17-3), the Applicant may apply for and the City Council may grant, under recommendations of the planning and zoning commission, a SUP to modify sections of the Municipal Code to facilitate the development of the project. Subsequently, the Applicant and the City will modify the development agreement to incorporate the changes to the master plan for Rancho Santa Teresa Subdivision Units 9, 10, 11 and 12. It with this intent that the Applicants present this application.

REQUESTED MODIFICATIONS – SPECIAL USE PERMIT – Residential Lots

It is the purpose of this SUP application to rectify the historic oversight by the Applicant and the City of the necessity to have requested a SUP. Therefore, the Applicant formally requests the following modifications to Title 10 Chapter 17 of the Municipal Code:

1) Minimum Distance between structures: Minimum distance between structures that are separated by a side lot line and do not share a common wall: ten feet (10') for single and two (2) stories. 10-17-3b(5)
2) Rear Setback: Fifteen Feet (15) for a house - 10-17-3b(6), all other provisions of this section remain as cited.
3) Two story homes with windows facing the adjacent property: Delete 10-17-3b(7) - Two (2) story residences with windows facing the adjacent property shall have a minimum ten-foot (10') side yard setback (second story only) and a minimum twenty foot (20') rear yard setback from the adjacent property line.
4) Minimum Lot Size: 4,500 Square Feet, unless otherwise approved by the City Engineer. 10-17-5

5) Width to Depth: Waiver of the provisions of the requirement that Lot dimensions shall conform to the requirements of the City of Sunland Park Zoning Ordinance; provided, that the depth of a lot shall not exceed three (3) times the width, unless otherwise approved by the City Engineer." (11-4-4 ARRANGEMENT OF LOTS) for all Cul-de-Sac and Heel lots to allow Applicant to identify lot specific waivers with the submission of each subdivision plat wherein a lot depth exceed the with by a factor of 3 times.
6) Minimum Front Footage: The minimum lot width shall be measured at the front setback line and shall not be less than forty-five (45) feet, unless otherwise approved by the City Engineer. (11-4-3 ARRANGEMENT OF LOTS)

COMMERCIAL LOTS - Rancho Santa Terresa Subdivision – Units Nine, Ten, Eleven and Twelve

Rancho Santa Terresa Subdivision has two commercial lots which are to be defined on the plat filed of record with the clerk of Dona Ana County. These lots shall be zoned C-2 and require a separate Special Use Permit upon development.

SPECIAL USE PERMIT – COMMERCIAL RESTRICTIONS

The Applicant hereby requests that the commercial lots, as defined within any preliminary or final plat approved by the City of Sunland Park, be subject to the zoning restrictions defined in **Chapter 6, Article B, General Commercial District**. The purpose of this Zone is to allow those commercial activities that serve the general community on a day-to-day basis. (Ord. 1985-03, 4-16-1985) – 10-6B-1. Any use which is compatible with the general nature and patterns of permitted residential uses as outlined in Chapter 5, Articles A through F of this Title. (Ord. 1985-03, 4-16-1985) – 10-6B-2. As noted within 10-6B-3, a Conditional Use Permit is required for the approval of any commercial use and thus retains the authority of the City of Sunland Park to review the development plans for each of the proposed commercial uses within Rancho Santa Teresa Subdivision Units One through Eight, inclusive.

EXHIBIT "G"

PID PLAN (TO BE ATTACHED AFTER APPROVAL OF THE ANNEXATION)

EXHIBIT "H"

TIDD PLAN (TO BE ATTACHED AFTER APPROVAL OF THE ANNEXATION)

EXHIBIT "I"

COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RANCHO SANTA TERESA SUBDIVISION UNITS NINE THROUGH TWELVE
SUNLAND PARK, NEW MEXICO

PART A. PREAMBLE

GBL PROPERTIES, LLC, a New Mexico limited partnership ("Declarant"), being the owner of the following described property in Dona Ana County, New Mexico:

> All of RANCHO SANTA TERESA SUBDIVISION UNITS NINE THROUGH TWELVE, an Addition to the City of Sunland Park, Dona Ana County, New Mexico, as the same is shown and designated on the plat of said addition recorded in the office of the Clerk of Dona Ana County, New Mexico (the "Property").

does hereby establish restrictive covenants on the Property as follows:

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED SINGLE FAMILY RESIDENTIAL AREA. The Single-Family Residential Area Covenants in Part C, in their entirety, shall apply to all Lots and Blocks in RANCHO SANTA TERESA SUBDIVISION UNITS NINE THROUGH TWELVE, except those noted in Parts B-2, B-3, B-4, and B-5.

B-2 COMMERCIAL AREA. _____, is reserved for commercial use. The commercial/apartment use covenants described in Part D shall apply to this Lot.

B-3 PONDING AREAS. _____, are ponding areas for flood water and are restricted to such use by the City.

B-4 PARK AREAS_____, are reserved for park use.

B-5 OPEN SPACE. _____, are reserved for open space and are restricted to such use by these covenants.

PART C. SINGLE FAMILY RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. No structure shall be erected, altered, or placed or be permitted to remain on any of said Lots, or any part thereof, other than one detached Single Family Dwelling Unit. All Dwelling Units are not to exceed two stories in height, together with a private garage, carport or other form of off-street parking and other customary appurtenances to private Dwelling Units.

C-2 PARKING RESTRICTIONS. No vehicles shall be parked or stored in the front yard of any Lot, except on designated driveways. This includes, but is not limited to, cars, trucks, motorcycles, recreational vehicles (RVs), trailers, boats, all-terrain vehicles (ATVs), utility task vehicles (UTVs), and other motorized or non-motorized vehicles. Driveways shall be the only permitted location for vehicle parking in the front yard area. Driveways must be properly maintained and kept clear of debris to ensure a neat appearance. Temporary parking for loading, unloading, or cleaning vehicles is permitted for a period not exceeding 24 hours. Vehicles must be moved to an appropriate parking area (garage, designated driveway, or street parking where allowed) immediately thereafter. These restrictions are designed to maintain the aesthetic quality and safety of the community. All Owners and residents are expected to comply with these regulations to ensure a pleasant living environment for all.

C-3 PROHIBITED USES. At no time shall any Lot or Dwelling Unit be used for the purpose of carrying on any trade, profession or business nor shall any Lot or Dwelling unit be rented, leased, licensed or subject to any other temporary use and no Owner shall offer or permit the offering for the rent, lease, license, or any other temporary use for a term shorter than twelve (12) months, except that home remote/telework shall be permitted so long as it does not constitute a nuisance to the neighborhood. Use of a Lot or Dwelling Unit as a hotel, motel, bed and breakfast, transient housing, short-term rental (e.g., Airbnb, VRBO etc.), or temporary housing of whatsoever kind or nature is expressly prohibited. Sales commonly known as "garage sales" are expressly prohibited.

C-4 DWELLING SIZE. SINGLE FAMILY RESIDENTIAL. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story Dwelling Unit, and the combined living area of a 1½ or 2 story Dwelling Unit shall not be less than 1200 square feet for up and downstairs. However, in no event shall the ground floor of a 1½ or 2 story Dwelling Unit be less than 800 square feet. The Architectural Control Committee ("ACC") shall be empowered to grant individual waivers not to exceed 12% of the above minimum area requirements, provided the proposed Dwelling Unit shall in general reflect credit to the neighborhood.

C-5 LOT AREA AND WIDTH. No Dwelling Unit shall be erected or placed on any Lot having an average width of less than forty-five (45) feet, nor shall more than one (1) Dwelling Unit be erected or placed on any Lot. No Lot shall be re-subdivided.

C-6 TEMPORARY STRUCTURES. No structure of a temporary character (trailer, basement, tent, shack, garage, barn, or other outbuilding) shall be used on any Lot at any time as a residence, either temporarily or permanently. During the period of construction within the subdivision and until all Dwelling Units constructed thereon have been sold, the use of temporary construction trailers, completed homes or model homes may be used as sales offices and construction and/or administrative offices for the builders. Upon completion and sale of all Dwelling Units in the subdivision, all such use will terminate, and any temporary construction trailers will be removed from the subdivision. All boats, camping trailers, recreational vehicles, or mobile homes shall be placed or parked in the rear yard.

C-7 FENCES AND GARDEN WALLS. A four (4) foot minimum side yard and six (6) foot rear yard masonry, or masonry equivalent product approved by the ACC and the City, fence shall

be erected on the side and rear property lines. On the front yard, on any Lot where the finished grade, as shown on the grading plan, is more than eighteen (18") inches above or below the adjacent lot, an 18-inch minimum to 30-inch maximum height wall shall be erected along the side property line and continue up to the front building line. This provision shall not preclude any necessary retaining walls.

C-8 LANDSCAPING. All front yards (area between the home and the sidewalk) and parkways (area between the curb and sidewalk) abutting each Lot shall be landscaped prior to the completion of structures. Landscaping plans are subject to the approval of the ACC and shall comply with the City standards.

C-9 COMPLETION OF STRUCTURES. A Dwelling Unit once commenced shall be completed as to exterior in accordance with the provisions of these restrictions in not more than 180 days from the date of commencement.

C-10 SIDEWALKS & RAMPS. Every person constructing a residence on any Lot shall also place a sidewalk across the entire length of the front of the Lot. Sidewalks shall also be placed alongside yards of corner Lots and along backyards in the case of double frontage Lots. All sidewalks and ramps shall meet all State of New Mexico and City accessibility requirements and corner Lots shall provide accessible ramps from the sidewalks to the street right-of-way meeting the requirements of the Americans with Disabilities Act and all State of New Mexico and City rules, regulations, and design standards.

C-11 GARAGES. It is required that every Dwelling Unit in the subdivision shall have at least a double car garage.

C-12 PARK MAINTENANCE. In cooperation with the City, any Residential Lot Owner which shares a common property line with a municipal park is encouraged to remove any litter, trash and/or weeds which may from time to time be found within the Park adjacent to the Lot. To the extent supplemental water may from time to time be required, any adjacent Lot Owner, in consideration for the protection of their property value, is encouraged to provide said water to the Park.

PART D. COMMERCIAL AREA COVENANTS

D-1 No metal buildings (excluding a motor fuels canopy) shall be erected within the Commercial Area.

D-2 No premises or building in the Commercial Area shall be used for any purpose or use other than retail, office, commercial or warehousing purposes.

D-3 No portion of the Commercial Area may be used for any purpose or use which would constitute a nuisance, including, but not limited to, emission of fumes from a motor vehicle or any light or heavy industrial or construction equipment.

D-4 No building shall ever be erected within the Commercial Area which shall violate any set-back requirement of the City, in effect on the date that construction is commenced.

D-5 No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying all or any portion of the Commercial Area shall be permitted. All billboards or advertising signs shall be constructed in accordance with applicable rules and regulations of the City in effect on the date that any such billboard or advertising sign is erected.

D-6 No accessory building or use shall be constructed to permit the keeping of articles, goods or materials in the open or exposed to the public view, except for display of products for sale. When necessary to store or keep such materials in the open, the area shall be screened from public view by a solid masonry / masonry filled wall of not less than six (6) feet nor more than eight (8) feet in height. Said screening wall must be located behind any required landscaping.

D-7 Building sites in the Commercial Area shall not be used for any of the following purposes: any residential use, any industrial use, the manufacture of paper, outside storage of junk or second hand materials, storage of building materials (except building materials to be incorporated into permanent improvements being constructed thereon), public blacksmith, public stable, iron foundry, butane or propane, automobile wrecking or for the manufacture of explosives.

D-8 Off-street parking facilities shall be provided by each building site with adequate space for customers, employees and tenants of the business on said sites.

D-9 All loading docks shall be located at least fifty (50) feet from the front property line of the site.

D-10 Objectionable noises, due to intermittence, beat frequency or shrillness shall be muffled so as not to become a nuisance to properties in or outside the Commercial Area.

D-11 Those portions of any setback area not used for parking areas or surfaced with permanent concrete or asphaltic paving shall be landscaped and maintained in compliance with City standards.

PART E. COVENANTS APPLICABLE TO ALL LOTS

E-1 ARCHITECTURAL CONTROL. No structure, building, sign or other improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. After such location with respect to topography and finish grade elevation has been approved and the finish grade of

the Lot has been completed, such finish grade shall not be altered, changed, or disturbed. Approval shall be as provided in Part F.

E-2 BUILDING LOCATION. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines required for these Lots as set forth on the Plat or in the City Zoning Ordinance, whichever is more restrictive.

E-3 LOT DRAINAGE. All Lots within the subdivision, whether vacant, with buildings under construction or with completed buildings (occupied or unoccupied) shall be designed and constructed to provide positive Lot drainage as required by the pertinent governmental authorities at the time from the rear of the Lot to the street in front of the Lot. This positive Lot drainage to the street in front of each Lot must be maintained at all times by the Owner. Driveways, patios, walks, landscaping (including without limitation, grass, bushes, trees, brick, rock or other materials), and all other portions of each Lot shall be constructed, installed and maintained to drain away from the main building structure, and swaled, sloped or slanted through the rear, side and front yards so as to drain to the street in front of the Lot. If necessary, roof drainage will be collected in gutters and diverted toward the front of the Lot. Walls or other structures shall not be placed along the side of any Dwelling Unit in a manner that would block or impair drainage from the rear of the Lot to the street. Any variance from this drainage requirement shall only be made with the express written approval of the ACC. FAILURE BY AN OWNER (INCLUDING BUILDERS) TO MAINTAIN THE PROPER DRAINAGE CAN RESULT IN DAMAGE TO THE IMPROVEMENTS (FOUNDATIONS, GARDEN AND/OR RETAINING WALLS, POOLS, WALKS, ETC.) FROM SETTLING AND/OR EROSION ON THE SUBJECT LOT AND ON SURROUNDING LOTS.

E-4 SLOPE CONTROL. As determined by the pertinent governmental agencies, some Lots may have a designed, sloped area within the Lot located to the side or rear of the Lots. Soil conditions and/or storm drainage requirements, as stated by pertinent governmental authorities at the time, may dictate that the sloped areas be secured by a slope stabilization treatment and/or retaining walls. IT SHALL BE THE SOLE RESPONSIBILITY OF THE LOT OWNER WHOSE PROPERTY INCLUDES A SLOPED AREA(S) TO MAINTAIN AND/OR STABILIZE THE SLOPED AREA(S). Drainage of sloped area shall typically be controlled within the Lot and drain to the street in front of the Lot. However, if rear or side yard drainage easements are provided across adjoining Lots connecting to subdivision streets or drainage rights of way, then the slope drainage may be diverted to flow through the easements to a connecting street or drainage right of way. Each property Owner shall be responsible for maintenance of that portion of any private drainage easement within their property. FAILURE BY THE OWNER TO MAINTAIN OR STABILIZE THE SLOPE AND/OR DRAINAGE EASEMENT, IF ANY, FOR PROPER DRAINAGE MAY RESULT IN DAMAGE TO IMPROVEMENTS (FOUNDATIONS, GARDEN AND/OR RETAINING WALLS, POOLS, WALKS, ETC.) ON THE SUBJECT LOT AND ON SURROUNDING LOTS.

Storm drainage, landscape irrigation, swimming pool drainage or overflow or any other water flow on or over the Lots SHALL FLOW TO THE STREET ONLY AND NOT OVER

SIDE OR REAR SLOPED AREAS WHETHER SAID SLOPES ARE WITHIN THE PROPERTY LINES OF THE LOT OR NOT. All surface drainage of the flat buildable areas of the Lot shall be controlled and maintained as provided in paragraphs E-3 and E-4 herein.

Landscaping of the sloped areas at the side or rear of the Lots may be permitted within the use of regional desert plants that can survive on the natural rainfall upon the slope. LANDSCAPE IRRIGATION OF ANY TYPE IS EXPRESSLY FORBIDDEN ON THE SLOPED AREAS OF THE LOTS.

E-5 EASEMENTS.

(A) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(B) No Owner shall erect, construct, place or permit any building or structure of a permanent nature or other use which obstructs access to or safe clearance from an easement holder's equipment, lines or poles to remain on or over any easement including, but not limited to, any pool, garage or other permanent structure. Excavation or digging over any easement is prohibited without the prior written consent of the easement holder.

E-6 NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No Owner shall operate or allow to be operated on any Lot or tract any electronic transmission or receiving device or equipment which interferes with normal radio, television, telephone or other electronic transmission or receiving devices or equipment of any other Owners or residents in the subdivision. No Owner shall erect, construct, place or permit to remain on any Lot any tower, antenna or similar structure which is higher than 10 feet above the highest part of the roof of the Dwelling Unit on that Lot. Any satellite receiving dish or similar structure shall not be visible from the street.

E-7 SIGHT DISTANCE AT INTERSECTIONS. No hedge or shrub planting which obstructs sight lines at an elevation higher than 36 inches above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

E-8 EXTERIOR NOISE.

A. No Lot Owner shall create any noise or suffer, allow or permit the creation of any noise on a Lot owned, leased, occupied or otherwise controlled by such Person, which causes the noise level on any Lot to exceed:

1. The noise standard for a cumulative period of more than thirty minutes in any hour; or

2. The noise standard plus five dB(A) for a cumulative period of more than fifteen minutes in any hour; or

3. The noise standard plus ten dB(A) for a cumulative period of more than five minutes in any hour; or

4. The noise standard plus fifteen dB(A) for a cumulative period of more than one minute in any hour; or

5. The noise standard plus twenty dB(A) for any period of time.

B. The following noise standards shall apply:

Noise Zones	Time Interval	Allowable Exterior Noise Level
Residential Area	10:00 p.m. to 7:00 a.m. 7:00 a.m. to 10:00 p m.	50 dB(A) 55 dB(A)
Commercial Area	10:00 p.m. to 7:00 a.m. 7:00 a.m. to 10:00 p m.	60 dB(A) 65 dB(A)

Each of the noise limits specified shall be increased by five dB(A) for impulse or simple tone noises consisting of speech or music; provided, however, that if the ambient noise level exceeds the resulting standard, the ambient shall be the standard. In the event the City adopts an ordinance regulating noise that is more restrictive than the foregoing standards, the City noise standard shall apply.

E-9 MISCELLANEOUS. The use of portable toilets during construction shall meet all State of New Mexico and City requirements, rules and regulations. No signboard may be placed upon any Lot, other than one 18 inch by 24 inch sign pertaining to the sale of Lots or the builder's signs which may be placed upon the Lots during the construction of improvements and sales of the Lots. Marketing and directional signs pertaining to the sale of Dwelling Units may also be placed on Lots other than those on which Dwelling Units are being constructed. No excavations shall be conducted on the said Property for the purpose of obtaining sand, rock, clay, dirt, coal, or gravel, whether for profit or otherwise.

E-10 ANIMALS. The keeping of ordinary household pets shall be permitted. The term “ordinary household pets” means domesticated animals, such as dogs, cats, birds, rodents (including

rabbits), fish, or turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes. "Ordinary household pets" do not include reptiles (except turtles). If this definition conflicts with any applicable state or local law or regulation defining the pets that may be owned or kept on the Property, the state or local law or regulation shall apply. When off the Owner's Lot, such pets must be kept leashed or properly restrained and shall not be permitted to run at large. No livestock (e.g., cattle, sheep, goats, horses, donkeys, mules), fowl, or poultry (e.g., chickens, turkeys, peacocks) of any kind shall be raised, bred or kept on the Property, whether for commercial purposes or otherwise.

E-11 PROHIBITION OF DUMPING BULK MATERIALS. In addition to any applicable City governing ordinance and authority over which the City may have, the dumping, depositing, or spilling of rocks, stones, gravel, sand, soil, or any other bulk materials onto any street, sidewalk, or public right-of-way within the community is strictly prohibited. Lot Owners and residents are responsible for ensuring that any bulk materials delivered to their property are properly contained and managed to prevent spillage onto streets or sidewalks. Contractors and service providers must also comply with this prohibition, and Lot Owners are responsible for informing them of these rules. In the event of accidental spillage, the responsible Lot Owner or resident must immediately clean up and remove the bulk material from the street, sidewalk, or public right-of-way and fully repair any and all damages including surface / finish to new construction standards and condition. Failure to promptly address accidental spillage that results in taking necessary action to clean up the materials, will result in all costs incurred charged to the responsible Lot Owner. This prohibition is designed to maintain the cleanliness and safety of our community streets and public areas and may be enforced by other damaged Owners in the subdivision

E-12 PROHIBITION ON NON-ACC APPROVED STORAGE CONTAINERS AND SHEDS. No Lot owner shall construct or place any permanent storage containers or sheds on their property without prior approval from the Architectural Control Committee (ACC). All storage containers and sheds must conform to the style of the Lot Owner's residence and the neighborhood, such that any such storage container or shed shall be of the same or similar construction in the same or complementary colors of the main dwelling unit, as well as adhere to and comply with any applicable City governing ordinance. Any unauthorized structures will be subject to removal at the Owner's sole cost. The ACC may establish guidelines to provide to Owners such that a permanent storage container or shed, if constructed to placed upon a Lot in conformity with such guidelines, shall be deemed approved without submission. The ACC shall reserve the right to notify a Lot Owner of non-compliance if a permanent storage container or shed is non-conforming.

E-13 HUNTING. Hunting of any animals, the discharge of firearms, the use of archery equipment, and all similar activities are expressly prohibited on the Property.

E-14 SWPPP REQUIREMENTS. Each builder engaged in construction activity on the Property shall comply with federal, state, and City regulations regarding the Storm Water Pollution Prevention Program (SWPPP) and any other applicable environmental or similar regulations.

PART F. ARCHITECTURAL CONTROL COMMITTEE

F-1 MEMBERSHIP. The ACC is composed of Lacee L. Lamphere, Ryan J. Stubbs, and Greg Collins. A majority of the ACC may designate a representative to act for it. In the event of the death or resignation of any member of the ACC, the remaining members of the ACC shall have full authority to designate a successor. None of the members of the ACC, nor their designated representatives shall be entitled to any compensation for service performed pursuant to this covenant. In the event that all members of the ACC have died or have resigned, the then record Owners of a majority of the Lots shall have the power through a duly written recorded instrument to elect the membership of the ACC or reduce or restore to it any of its powers and duties.

F-2 PROCEDURE. The ACC's approval or disapproval as required in this Declaration shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after they have been submitted to it, or if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

F-3 MEMBERS COMPENSATION AND LIABILITY. None of the members of the ACC or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. Architectural control of construction, as provided herein, being largely subjective in nature, the action or non-action by the members of the ACC shall not subject any member of the ACC to personal liability nor shall the members of the ACC be charged with the responsibility of enforcing the provisions of this Declaration, including without limitation, the requirement for submitting plans and specifications. The enforcement of architectural control provisions under this Declaration by any aggrieved party shall be as provided in Section G-3 below and shall be pursued solely against the person or persons allegedly violating or attempting to violate the provisions and standards specified in this Declaration. The members of the ACC shall not be proper parties to such action.

F-4 NON-LIABILITY AND RELEASE. The Declarant, its partners, and the shareholders, officers, directors or members of any such partner; and any member of the ACC, or any agent, employee or other party providing architectural consulting services to the ACC (the "Released Parties") shall not be liable for damages to anyone submitting plans and specifications for approval by the ACC, any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, and each Owner or other person submitting plans represents, by submission of such plans and specifications, that he will not bring any action or suit against any of the Released Parties to recover damages as above described, including, without limitation, to recover damages arising out of or in connection with flooding, natural disaster or soil conditions, or failure to comply with the applicable federal, state and municipal zoning or building ordinances, including without limitation the provisions of the zoning code of the City which governs the construction, use, repair and maintenance of any Lot improvement (collectively called the "Applicable Laws"). Approval by the Declarant or the ACC shall not be deemed to be a representation or warranty that the Owner's plans and specifications (i) are free from defects (design, construction or otherwise),

(ii) are free from hazards, such as flooding, natural disaster or adverse soil conditions, or (iii) comply in whole or part with applicable governmental ordinances or regulations, including, but not limited to, the Applicable Laws. It shall be the sole responsibility of each Owner, or other person submitting plans and specifications to the ACC or performing any construction of Lot improvements to comply with all such ordinances, regulations and codes including without limitation the Applicable Laws. Each Owner understands that due to the location and condition of the Owner's Lot there may be certain inherent risks and specific requirements including, but not limited to, those related to flooding and soil conditions. Each Owner agrees for himself, his family, guests and invitees (the "Releasing Parties") to release the Released Parties, from any and all liability arising from any damage or injury to the person or property of the Releasing Parties arising out of or in connection with each of the aforesaid matters.

PART G. GENERAL PROVISIONS

G-1 TERM. This Declaration and the covenants contained herein shall run with the land and shall be binding on all parties of all Persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, unless amended as hereinafter provided in Paragraph G-2 after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

G-2 AMENDMENT. Subject to the provisions of G-3 below, the undersigned expressly reserves the right to amend these restrictions at any time as to any remaining land owned by them at such time, and such amendment shall in no way serve to release, modify, or affect these protective covenants as to any land theretofore conveyed.

G-3 ENFORCEMENT. This Declaration shall run with the land in favor of and shall be enforceable by the Declarant and any Owner of any Lot (or portion thereof) within the subdivision or the holder of any first lien mortgage of any such Lot or portion thereof. Enforcement shall be by procedure at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to cover damages. In such event the person violating or attempting to violate any covenant shall be charged with all cost of suit, including reasonable attorney's fee. The authority to seek enforcement of this Declaration is limited to the Declarant, Owners of Lots and the City. Failure or delay to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

G-4 SEVERABILITY. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

G-5 ZONING. Nothing contained in this Declaration shall supersede the applicable zoning laws of the City.

G-6 NO WAIVER OR OBLIGATION TO ENFORCE. No delay or failure on the part of Declarant or any other aggrieved party to invoke any available right, power, or remedy in

respect to a breach of this Declaration shall be held or deemed to be a waiver by the party (or estop that party from asserting) any right, power or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach. Declarant or its officers shall not be under any obligation to take any action to enforce the terms hereof and no waiver shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by Declarant or any other aggrieved party shall operate or be construed as a waiver for any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

G-7 FURTHER ASSURANCES. Each Owner agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Declaration, so long as any of the foregoing do not materially increase any Owner's obligations hereunder or materially decrease any Owner's rights hereunder.

G-8 GOVERNING LAW. This Declaration shall be governed and constructed in accordance with the law of the State, without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State).

G-9 SUBMISSION TO JURISDICTION. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with, this Declaration or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the United States District Court for the District of New Mexico (or, if such court lacks subject matter jurisdiction, in any court of the State, sitting in Dona Ana County), so long as one of such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Declaration shall be deemed to have arisen from a transaction of business in the State. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection it may now or hereafter have to the laying of the venue of any suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the Lot address shall be effective service of process for any suit, action, or other proceeding brought in any such court.

G-10 ATTORNEY'S FEES. If any action is brought by any party against another in connection with or arising out of this Declaration or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonably attorney's fees, incurred in connection with the prosecution or defense of such action.

G-11 WAIVER OF JURY TRIAL. EACH OWNER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR

PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OWNER MAY HAVE TO A TRIAL BY JURY.

PART H. DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows:

H-1 "Applicable Laws" shall have the meaning ascribed to it in Part F-4.

H-2 "City" means the City of Sunland Park, New Mexico.

H-3 "Commercial Area" means _____.

H-4 "Declaration" means this instrument as may be, from time to time, amended.

H-5 "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for the use and occupancy as a residence by a Single Family.

H-6 "Lot" means each parcel designated as a numbered Lot on the subdivision plat for RANCHO SANTA TERESA SUBDIVISION Units Nine through Twelve and any improvements located thereon which will also include any parcel of real property under single ownership consisting of all or portions of two or more contiguous platted Lots on which a single Dwelling Unit is or may be constructed with the written approval of the ACC.

H-7 "Lot Owner" means one or more Persons who are alone or collectively the record Owner of fee simple title to a Lot, including Declarant, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation.

H-8 "Person" means an individual, corporation, partnership, limited liability company, trust or other legal entity, and their respective heirs, successors and assigns.

H-9 "Released Parties" shall have the meaning ascribed to it in Part F-4.

H-10 "Releasing Parties" shall have the meaning ascribed to it in Part F-4.

H-11 "Single Family" means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not also related, together with their household workers, who maintain a common household.

EXECUTED this _____ day of _____, 202_.

GBLPROPERTIES, LLC,

a New Mexico limited partnership

By: _____
Name:_____
Tile:_____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20__ by _____, _____ of GBL PROPERTIES, LLC, a New Mexico limited liability company, on behalf of said company.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF _____

EXHIBIT “J”

COST SHARING AGREEMENT

COST SHARING AGREEMENT

THIS COST SHARING AGREEMENT (the **"Agreement**") is entered into as of the __ day of _____, 2025 by and between the City of Sunland Park, a New Mexico Municipal Corporation (the **"City"**), and **MESILLA BOLSON PROPERTIES, LLC**, a New Mexico limited liability company; and **CGDP3, LLC,** a New Mexico limited liability company (MESILLA BOLSON PROPERTIES, LLC and CGDP3, LLC collectively being the **"Holding Companies"**), and **GBL PROPERTIES, LLC,** a New Mexico limited liability company (the **"Developer"**) and together with Holding Companies are collectively the **"Developers"**. The City and Developers are at times referred to herein individually as a **"Party"** and collectively as the **"Parties"**).

A. WHEREAS, Developers are the owners of record of three parcels of land consisting of approximately 307.4 acres of land, referred to as Este Parcel 2, Teresa Paseo Parcel 3 and 110.442 acre parcel, situated within Section 18, Township 28 South, Range 3 East, New Mexico Principal Meridian, Doña Ana County, New Mexico as shown on the Plat of Survey of Township 28 South Range 3 East prepared by the United States Government Land Office (USGLO) under the Department of the Interior, accepted February 20, 1935, filed in the office of the County. The three (3) separate parcels of real property being contiguous to the corporate limits of the City (the "**Property**"), and legal descriptions and maps of the Property are attached to this Agreement as Exhibit "A". The Property parcels, as defined by the County of Doña Ana, are R1719624, R1719625, and R1719626; and

B. WHEREAS, the Developers have submitted a petition for annexation for said **Property**; and

C. WHEREAS, the City and Developers recognize the subject property and other surrounding undeveloped parcels, are subject to City Ordinance **11-5-1: PRELIMINARY PLAT**; and

D. WHEREAS, the Preliminary Plat sets forth that all requirements of the New Mexico Department of Transportation (NMDOT) for traffic impact analysis and access as required by 18.31.6.16 NMAC are met; and

E. WHEREAS, the City and Developers recognize that Airport Road, which connects to the Property via NM 273/Pete V. Domenici International Highway, is functionally classified as a minor arterial roadway in the Sunland Park 2040 Comprehensive Master Plan; and

F. WHEREAS, the City will in good faith, collaborate with NMDOT and the El Paso Metropolitan Planning Organization (MPO), to qualify Airport Road, from NM 273 to NM 136, under the NMDOT Statewide Transportation Improvement Program (STIP); and

G. WHEREAS, the STIP qualification provides the City access for state and federal funding, such as the NMDOT Local Government Road Fund (LGRF), Federal Highway Administration (FHWA) Highway Safety Funds, FHWA Congestion Mitigation Air Quality (CMAQ) Funds, other state and federal fund programs; and

H. WHEREAS, the City will in good faith, apply for such eligible state and federal funding programs to cost share with the Developers for the planning, design, and construction of Airport Road, from NM 273 to NM 136; and

I. WHEREAS, both the City and Developers agree that they will share the costs of the Airport Road project by equally splitting the local match to any awarded state or federal grant; and

J. WHEREAS, both the City and Developer agree that any other developer that files a development or annexation petition, causing similar requirements and compliance to the City Ordinance **11-5-1: PRELIMINARY PLAT,** shall be responsible for the same financial obligations of this Agreement, thereby further dividing the Developers' cost among future developers (i.e. others).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Background Information and Exhibits. The Background Information and Exhibits are incorporated into the body of this Agreement.

2. Sharing of Costs. The Parties agree to share costs relating to the development of Airport Road as follows:

    a. The Developers will pay fifty percent (50%) of any local match associated with a state or federal grant for the planning, design, and construction of Airport Road, from NM 273 to NM 136.

    b. The Developers will pay fifty percent (50%) of any local match associated with a state or federal grant for the planning, design, and construction of Airport Road/NM 273 Signalized Intersection.

    c. Upon receipt of a fully executed state or federal grant agreement demonstrating award of funds and identifying the amount of the local match, the Developers will issue payment to the City for fifty percent (50%) of such local match.

    d. The City will lead the design for Airport Road, from NM 273 to NM 136, ensuring that the **Tribal/Local Public Agency (T/LPA) Handbook** guide is followed in successfully navigating the planning, design, and implementation of federally-funded transportation projects.

3. Representations and Warranties.

3.1 The City hereby makes the following representations and warranties:

a. Upon approval by the City's council, the City will have the full power and authority to enter into this Agreement and will have taken all action necessary to approve this Agreement.

b. This Agreement is enforceable against the City in accordance with its terms.

c. The signing of this Agreement by the City and performance hereunder does not create any violation of any federal, state, county, municipal, or other governmental statutes, ordinances, laws, codes and regulations.

3.2 Developer hereby makes the following representations and warranties:

a. Developer has the full power and authority to enter into this Agreement and has taken all action necessary to approve this Agreement.

b. This Agreement is enforceable against Developer in accordance with its terms.

c. The signing of this Agreement by Developer and performance hereunder does not create any violation of any federal, state, county, municipal, or other governmental statutes, ordinances, laws, codes and regulations.

4. Cooperation in the Event of Legal Challenge. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of any of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense.

5. Notices. Written notices, demands or requests hereunder may be made in person, by courier, overnight mail, private carrier or United States Mail Service. Such notice shall be provided as follows:

If to the City: Mario Juarez-Infante, PE
City Manager
City of Sunland Park
1000 McNutt Road
Sunland Park, NM 88063

With a copy to: Modrall Sperling Law Firm

c/o Spencer L. Edelman
P.O. Box 2168
Albuquerque, NM 87103-2168

If to Developers: CGDP3, LLC and GBL PROPERTIES, LLC
PO BOX 741
SANTA TERESA NM 88008

With a copy to: Beasley Legal, P.C.
Attn: J. David Beasley, Esq.
P.O. Box 1620
Las Cruces, NM 88004

6. General Provisions

a. This Agreement is effective upon its approval by the City of Sunland Park City Council, the date of which approval shall be inscribed in the first paragraph of this Agreement (the **"Effective Date"**).

b. This Agreement sets forth the entire agreement by and between the Parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or written, by and between the parties or their agents shall be valid or enforceable to add to or to alter any term or provision hereof unless expressly set forth herein.

c. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

d. Developer may assign this Agreement to any entity that purchases or otherwise acquires substantially all of the Property, only with the City's express written consent, which consent may not be unreasonably withheld. Effective on the date such assignment becomes effective Developer is relieved of all liability and obligations under this Agreement.

e. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the Parties herein.

f. If any term or conditions of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

g. The headings and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe

the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement.

h. This Agreement may be executed in counterparts that together will be but one instrument. After execution of such counterparts, this document shall be deemed a fully executed document as though all signatures are made on one single document.

i. This Agreement constitutes a contract between two Parties dealing in an arm's-length transaction. This Agreement shall not create or be construed to create a partnership or joint venture, nor shall it create or be construed to create a fiduciary, agency or employer-employee relationship.

j. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

k. As soon as practicable, a replat of the final property lines shall be recorded.

l. This Agreement and any amendments thereto shall be recorded with the Doña Ana County Clerk.

IN WITNESS WHEREOF, this Agreement is executed by the Parties, effective as of the Effective Date.

[*signatures and acknowledgments follow this page*]

CITY OF SUNLAND PARK

A New Mexico municipal corporation

By:_____

Name: _____

Title: _____

Approved as to form

_____

City Attorney

ACKNOWLEDGEMENT OF CITY OF SUNLAND PARK

STATE OF NEW MEXICO)

) ss.

COUNTY OF DOÑA ANA)

This instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of the City of Sunland Park, a New Mexico municipal corporation.

My commission expires:

_____ Notary Public

MESILLA BOLSON PROPERTIES, LLC,

A New Mexico limited liability company

By:_____

Name: Gregory W. Collins

Title: Manager

ACKNOWLEDGEMENT OF MESILLA BOLSON PROPERTIES, LLC

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2025 by Gregory W. Collins, as Manager of MESILLA BOLSON PROPERTIES, LLC, a New Mexico limited liability company.

My commission expires:

_____ Notary Public

CGDP3, LLC,

A New Mexico limited liability company

By:_____

Name: Billy R. Hagan

Title: Manager

ACKNOWLEDGEMENT OF CGDP3, LLC

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2025 by Billy R. Hagan, as Manager of CGDP3, LLC, a New Mexico limited liability company.

My commission expires:

_____ Notary Public

GBL PROPERTIES, LLC,

A New Mexico limited liability company

By:_____

Name: Billy R. Hagan

Title: Manager

ACKNOWLEDGEMENT OF GBL PROPERTIES, LLC

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2025 by Billy R. Hagan, as Manager of GBL Properties, LLC, a New Mexico limited liability company.

My commission expires:

_____ Notary Public

Exhibit 'A' – Project Location Map

(insert)

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks **Initiating Department**	October 14, 2025 **Meeting Date**
Robert Herrera, Facilities & Services, Director **Contact Person**	28 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE A RESOLUTION TO ADOPT THE POLICY FOR NAMING AND RENAMING COUNTY FACILITIES AND PROPERTIES

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The County has informally followed New Mexico statute when naming or renaming buildings. The County desires to formalize and officially adopt standards for the naming or renaming of facilities or properties to ensure consistency, transparency and equity.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution Adopting Policy and the Policy Attachment

SUMMARY OF FINANCIAL IMPACT

N/A

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 10/6/2025
Robert Herrera, Facilities & Services, Director	Approved - 10/8/2025
Asma Dawood, Finance Director	Approved - 10/8/2025
Deborah Weir, Assistant County Manager	Final Approval - 10/9/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: A Resolution to Adopt the Policy for Naming and Renaming Doña Ana County Facilities and Properties

Type of Action: Approve Resolution

Fiscal Impact: N/A

Strategic Plan Alignment: Belonging and Civic Muscle

Overview:

Doña Ana County has informally followed State statute regarding naming and renaming of facilities and properties; however, a formal policy had not been adopted by the Board of County Commissioners. The County desires to formalize and officially adopt standards for the naming or renaming of facilities or properties to ensure consistency, transparency and equity.

The proposed policy provides guidelines and criteria for qualifying names as well as a procedure to rename a facility or property. The procedure includes a process by which a community member(s) may request that a facility or property be renamed and includes parameters to ensure transparency and the opportunity for public input prior to renaming a County property or facility.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and adopt the naming and renaming policy
- **Vote "NO" =** This will reject the resolution and the associated policy
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION No. 2025- _____

A RESOLUTION TO ADOPT THE POLICY FOR NAMING AND RENAMING DOÑA ANA COUNTY FACILITIES AND PROPERTIES

WHEREAS, Doña Ana County lacks a formal policy and consistent set of guidelines for approving naming and renaming opportunities; and

WHEREAS, an approved policy will ensure consistency, transparency, and equity when offering and formalizing naming rights; and

WHEREAS, Doña Ana County owns various facilities and properties; and

WHEREAS, Doña Ana County supports a policy which establishes the process for naming or renaming of County facilities and public lands.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Doña Ana County hereby adopts the attached policy (Exhibit A) for naming or renaming County facilities and properties.

APPROVED AND ADOPTED this 14th day of October, 2025 by the Board of County Commissioners of Doña Ana County, State of New Mexico.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Gloria Gameros, District 2	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

_____
Amanda López Askin, Ph.D.
County Clerk

EXHIBIT A

POLICY FOR NAMING AND RENAMING DOÑA ANA COUNTY FACILITIES AND PROPERTIES

1. **Purpose**
   - **a.** The purpose of this policy is to establish uniform guidelines for naming and renaming of public assets owned and operated by Doña Ana County. The policy will guide the process as it applies to County facilities and properties. The policy will ensure that naming or renaming of properties will best serve the interests of the County. No naming shall be permitted that would detract from the County's values, dignity, integrity, or reputation, lead to an actual or perceived conflict of interest, or imply in any way a political, ideological, commercial, or religious endorsement, nor shall any naming be permitted that could violate any state or federal law, rule, regulation, or constitutional provision.
2. **Application**
   - **a.** This policy applies to all public facilities and properties owned, managed, and under the control of Doña Ana County, which Doña Ana County has authority to name.
3. **Definitions**
   - **a.** "County" means Doña Ana County.
   - **b.** "The Board" means the Doña Ana County Board of County Commissioners.
   - **c.** "The Committee" means the Naming Review Committee established when a request for naming or renaming a Doña Ana County facility or public land is received by the County Manager.
   - **d.** "Public facility" means buildings or other real property under the control of the County.
   - **e.** "Public land" means land which is owned by the County for the long-term benefit of the community. Public lands include, but are not limited to developed and undeveloped land, parks, open space and plazas.
   - **f.** "Public officer" means a person elected to public office or any person appointed or employed by the County, State, or Federal government or a political subdivision of the County, State, or Federal government.
   - **g.** "Renaming" means the selection and approval by the County Commissioners for changing the name of existing County assets previously named
   - **h.** "Doña Ana County employee" means an individual that is or has been employed by the County for a minimum of 30 business days.
   - **i.** "Resident of Doña Ana County" means a person whose primary residence is within the boundaries of Doña Ana County during the 30 days immediately

preceding the date that such person signed a petition requesting the change of name of a public facility.

j. "Agreement" means an agreement between the County and an Applicant outlining the terms and conditions of approval in the granting of naming rights.

k. "Commemorative Naming" means a naming opportunity granted to an individual, group of individuals, family foundation, or a non-profit community organization in recognition of significant philanthropy, or as an honor and generally without financial consideration.

4. **Guidelines and Criteria for Qualifying Names**

a. The following factors represent some but not all of the factors to consider when naming or renaming a County facility or property:

i. The complete name proposed must have no more than 3 (three) words, where a person's full name shall be considered 1 (one) word.

ii. Geographical location of the facility including descriptive names.

iii. An outstanding feature of the area. (example: hill, river, vegetation, fauna)

iv. Commonly recognized subjects of historical significance such as an event, person (nonliving), group, culture, or place.

v. A person (non-living) or group who significantly contributed to the acquisition or development of the County-owned property or facility.

1. If the person's next of kin object to naming the public facility or land after the person, naming after the person is not recommended.

vi. An individual (non-living) who provided an exceptional service in the interest of the community as a whole.

vii. Naming may be considered based on the provision of significant funding that underwrites the cost of renovation or construction of County-owned facility. Financial underwriting shall be broadly defined as substantial monetary contributions that completely or significantly enable County projects such as parks, buildings or property acquisition to occur. This may include monetary gifts and/or grants that leverage federal, state and local funding for such projects or complete donation of land.

viii. Parks and facilities that are donated to the County may be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the County Board of Commissioners.

ix. Naming may include amenities, buildings, parks, and related public property.

x. Naming should not conflict with grant funding policies established by local, private, state and/or federal grant funding programs.

5. **Exclusions:**

a. Naming associations with smoking or vaping products, alcohol, contraceptives, religious organizations, political candidates, or partisan organizations.
b. The dedication of small park amenities with an identifiable lifespan and not intended to be permanent such as fixed park benches, litter stations and tables which shall be addressed under a separate policy.
c. Naming after a living person.

6. **Procedure**
   a. The initial name of a building will be recommended by the department subject to approval by the County Manager.
   b. Any Doña Ana County employee may submit an application to rename a public facility or public land.
   c. Only a resident of Doña Ana County may submit an application to rename a public facility or public land. The application shall have a minimum of 600 signatures of Doña Ana County residents in support of the renaming proposal. All signatures must be on a form provided by the County which clearly states the signature is in support of renaming the subject facility and the proposed name. The form shall list printed names along with corresponding signatures, dates of signatures, addresses, and phone numbers of residents who have signed the petition. Background information regarding the rationale for the request shall be submitted as part of the petition.
   d. If the name change request is submitted by an organization, the organization must have a registered agent that is a resident of Doña Ana County. The registered agent shall complete the application as the requestor.
   e. Application fee
      i. Requests for changing the name of a building shall be submitted in writing to the County Manager, along with a non-refundable fee of $150. Application fees do not apply to proposals made by a member of the governing body or by a County employee.
   f. Requestor Must Agree to Pay the First $2,000 in Costs.
      i. The requestor shall enter a written agreement with the County, contingent upon approval of the proposed renaming by the Board, to pay the first $2,000 in costs associated with the renaming to go toward signage, brochures, publications, and administrative fees. The County shall bear the cost of the renaming costs. The County Manager shall not modify the $2,000 contribution in a way.
   g. Action by County Manager
      i. Upon receipt of application and fee, if required, and a request complying with the provisions of this Policy, the County Manager shall establish the Naming Review Committee which will include:

1. The County Attorney or designee
2. The Community Development Director, Chief Planner or designee
3. The Economic Development Director or designee
4. The Finance Department or designee
5. The Public Works Director or designee
6. A Law enforcement representative
7. The County Manager or designee

h. Committee Action

i. Once established, the Committee shall review the application, background information and signatures submitted as support to assess the validity of the request and compliance with this Policy.

ii. The Committee shall prepare a recommendation which shall be submitted to the County Manager within 30 days of the Committee acknowledge receipt of the request.

iii. Upon receipt of the recommendation from the Committee, the County Manager shall have the item placed on the agenda for Board consideration. The County Manager shall also post a public notice on the Doña Ana County website. The public notice shall indicate the existing and proposed names, along with the date, time, and location of the Board meeting at which the proposal will be reviewed. The notice shall be posted for a minimum of 15 days before the Board meeting.

i. Board Action

i. The Board, after consideration, by motion and majority vote may:

1. Formally approve a naming proposal

2. Formally deny a naming proposal; or

3. Conduct a special public hearing at a future meeting date.

ii. If the Board votes to conduct a special public hearing, the public hearing must be at least 30 days after the Board votes to conduct the hearing. Public hearing notification shall be posted on the Doña Ana County website for at least 10 days in advance of the hearing. The purpose of the public hearing is to allow additional public input directly to the Board. After the public hearing, the renaming will be placed on the agenda for the next Board meeting where the Board may either:

1. Formally approve a naming proposal; or

2. Formally deny a naming proposal.

iii. The Board shall have final approval and the absolute discretion to grant or deny a request for any reason or no reason.

iv. Upon a vote to confirm the naming or renaming of a County-owned facility, or public land by resolution, the Board may negotiate an Agreement memorializing terms and conditions of granting naming rights.

j. Notification of Decision and Payment of Costs

i. The County Manager or designee shall notify requestor, in writing, of the final decision of the Board. Written notification shall be sent within 30 days of formal adoption or denial of the request. If renaming is approved, the notification will include the due date for payment of the $2,000 fee.

ii. If the payment is not tendered within 30 days of the due date specified in the written notification of the County Manager, the request will be considered abandoned, and no further action will be taken on the request by the County. The Board approval of the name change will be ineffective as the payment contingency was not met. The requestor will not be able to continue with the abandoned request but is required to begin the name change request process with a new application, including signatures and supporting documentation.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Economic Development Office	October 14, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	29
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD A SOLE SOURCE CONTRACT TO MESILLA VALLEY ECONOMIC DEVELOPMENT ALLIANCE (MVEDA) FOR ECONOMIC DEVELOPMENT SERVICES IN AN AMOUNT NOT TO EXCEED $300,000

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board is asked to approve a sole-source contract with the Mesilla Valley Economic Development Alliance (MVEDA) for economic development services for the County. MVEDA provides a regional approach to economic-based job creation, recruits new companies into the region, and works towards retaining and expanding companies and attracting new dollars into Doña Ana County. A sole-source justification was posted on the County's website, and no protests were received in the required 30-day period. Staff recommends that the Board approve a Sole-Source contract with MVEDA for FY26 and delegate signature authority to the County Manager for all related contract documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
FY26 Funding Request
Sole Source Procurement Justification and Determination
Sole Source Contract FY26

SUMMARY OF FINANCIAL IMPACT

$300,000 has been included in the FY26 budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 10/4/2025
Denisse Carter, Economic Development Administrator	Approved - 10/4/2025
Asma Dawood, Finance Director	Approved - 10/6/2025
Michael Perez, Purchasing Manager	Approved - 10/6/2025
Scott Andrews, County Manager	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date:	October 14, 2025
Agenda Item Title:	Award a sole source contract to Mesilla Valley Economic Development Alliance for economic development services in an amount not to exceed $300,000.
Type of Action:	Approval
Fiscal Impact:	$300,000 included in the FY26 budget
Strategic Plan Alignment:	**Goal three:** Enhance Economic Opportunity.

Overview:

MVEDA is a 501 (c3) economic development organization that provides local businesses and those considering relocating and expanding in the Doña Ana County area with the information and resources needed to succeed. MVEDA focuses on the creation of economic-based job opportunities for its residents. The services provided by MVEDA include industry attraction, business retention & expansion, capacity building, and coordinating regional economic development efforts to connect new and existing businesses with the local and state incentives necessary to promote economic prosperity in the region.

The Board is asked to approve a Sole Source contract with the Mesilla Valley Economic Development Alliance (MVEDA) for economic development services for Doña Ana County. A Sole Source justification was posted on the County's website, and no protests were received in the required 30-day period. Staff is recommending that the Board approve a Sole Source contract to MVEDA for **FY26** and delegate signature authority to the County Manager for all related contract documents.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and _____
- **Vote "NO" =** This will reject the resolution and _____
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

FY 2025-26 FUNDING REQUEST

DOÑA ANA COUNTY

PURPOSE: MVEDA is requesting a budget increase from $300k to $350k beginning FY 2025-'26. The purpose of this request is to adjust to the inflationary pressures and cost increases and allow MVEDA to continue providing the high-level economic development services that we offer.

MVEDA Value Proposition

VALUE PROPOSITION

MVEDA is a full-service 501(c)(3) economic development organization. MVEDA has established relationships with the public sector, private sector, & educational sector, consolidating and housing critical site selection information on sites, policy, regulations, incentives, and more, which enables us to provide one-stop-shop services for industry attraction and recruitment.

- Diverse Public & Private Board Leadership
- 40+ Years of Staff Experience in ED
- Leveraged Public-Private Funding-$1.1 Million
- MOUs with State & Regional EDO's
- Established Private-Public Network
- Not Restricted by State's Anti-donation Clause
- Consistent & Positive ROI to Tax Payer
- Averaged 644 jobs & $112M CapX per year over the last 10 years.

Direct Inflation Pressures Impacting MVEDA

over Last 5 Years

TEAM

WAGE GAP -$78,000*

TOOLS

- TRADITIONAL MARKETING 29% (Expansion Solutions)
- DIGITAL MARKETING 30% (searchengineland.com)
- DATA TOOLS 10% (JobsEQ)

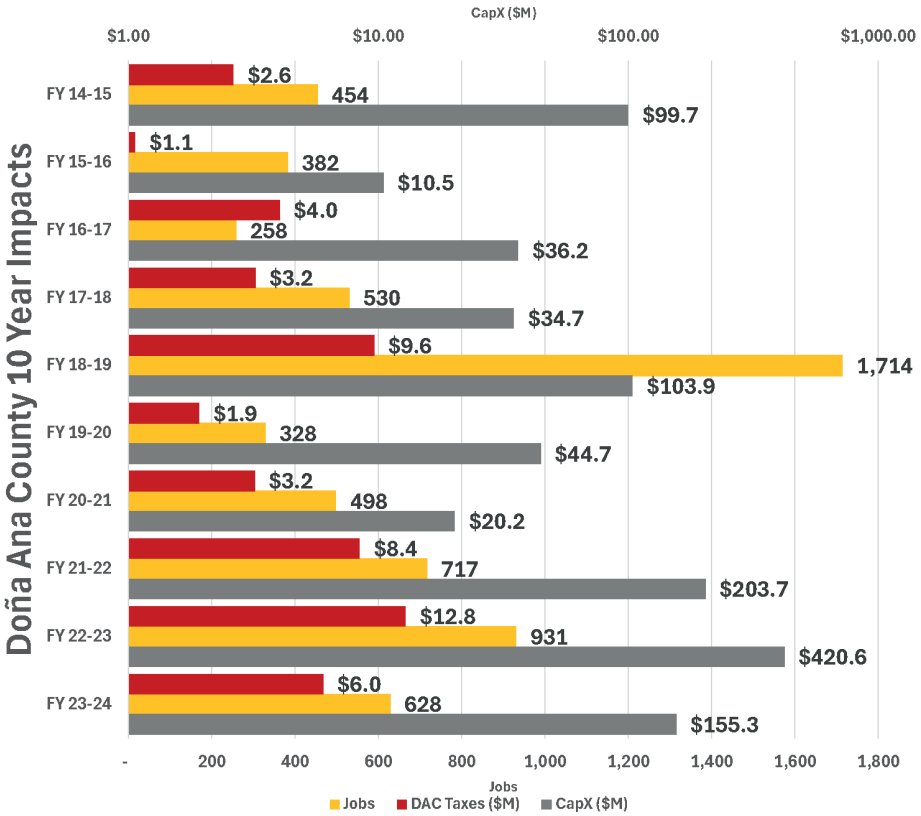
TRAVEL

- TRADE SHOWS 7% (TSNN.com)
- CAR RENTALS 20-30% (BCD Travel)
- LODGING 25% (Deloitte)
- AIR 25% (CNBC)

MVEDA Continues To Add Services And Programs Over Time



*Based on analysis of economic development salaries at the City of Las Cruces and Doña Ana County TEDC 2024 Survey.



COUNTY'S ROI IN MVEDA

BREAK EVEN **$300K**

44 Jobs

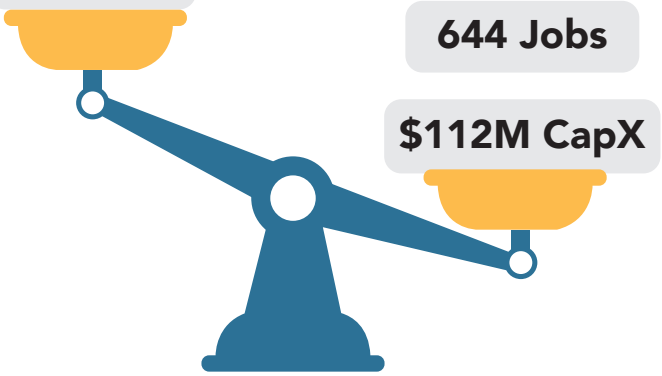
$2.8M CapX

AVERAGE NEW REVENUE **$6.3M****

2,000% ROI on investment

644 Jobs

$112M CapX



**New revenue is the 5-year estimated tax impact based on an IMPLAN software analysis using MVEDA's 10-year average of 644 jobs, 4 years of wages of $34,902, and a $112M capital investment.

MVEDA
nmborderplex.com
P.O. Box 1299 • Las Cruces, NM 88004

July 8, 2025

Denisse Carter
Economic Development Administrator
Doña Ana County
845 N. Motel Blvd.
Las Cruces, NM 88007

RE: $300,000 DAC Contract FY2026

Dear Ms. Carter:

Thank you for taking the time to consider the Mesilla Valley Economic Development Alliance as a sole source contractor to Doña Ana County for FY 2026. The requested $300,000 contract will be used for the implementation of a turn-key, economic base program which focuses on the (1) marketing and recruitment of economic based companies to the region, as well as (2) the retention and expansion of existing companies in the region. As you are aware, we have been servicing the Doña Ana County region exclusively in this area for over 20 years and as a result there is not another entity in Doña Ana County and in the Borderplex Region that has the depth of localized and institutional knowledge, spanning the multiple target industry target clusters from aerospace to value added agriculture to border related logistics and manufacturing, which we have obtained to perform this economic based attraction and retention effort. The definition of economic base is rooted in attracting new dollars into the local economy in order counteract the flow of dollars leaking out of our economy. As such, we feel our mission and experience is uniquely aligned with the economic development needs of Doña Ana County and its residents. Today more ever before it is critical to attract a wider diversity of industry into Dona Ana County, creating less reliance on federal government, and developing a new tax base that balances out revenues lost due to reductions in federal funding. We feel our economic base strategy is key to this strategy.

Our uniqueness of service is further rooted in our program implementation and the partnerships we have already in place to further the objectives of the Comprehensive Plan. These include:

1. MVEDA is the only EDO or entity in Doña Ana County which focuses on and has experience in economic-based, job creation strategies to include business attraction and retention & expansion.

U.S. Bank Tower
277 E. Amador, Suite 304
PHONE 575.525.2852
TOLL FREE 800.523.6833
FAX 575.523.5707
mveda.com

MESILLA VALLEY ECONOMIC DEVELOPMENT ALLIANCE

2. MVEDA is the only economic development agency (EDO) in Doña Ana County entrusted by the New Mexico Partnership (the State of New Mexico's economic development marketing arm) to respond to lead generation and to manage project implementations on their behalf.
3. MVEDA, through a signed MOU, is the sole representative for lead generation and projects brought to Doña Ana County on behalf of the Borderplex Alliance.
4. MVEDA is the sole designated agent entrusted to manage leads and projects identified by the Border Industrial Association (BIA).
5. MVEDA is the only EDO with a historical successful track record of economic-based job creation in Doña Ana County.
   (Refer to MVEDA Contract History and Scope of Work with Doña Ana County Government)
6. Finally, and most recently, MVEDA has been entrusted by the Southern New Mexico Community Foundation and the El Paso Electric Economic Development Fund to provide project funding recommendations and follow-up for the NMBorderplex Closing Incentive which focuses specifically on investments into economic based projects and job creation.

In addition to the above unique features of our organization and service, MVEDA has regional partners and board members from the public sector, educational sector and private sector who come together to focus solely on economic based strategies and implementation, dedicating hundreds of volunteer hours and financial resources to this effort to attract more dollar flow into the region. Their investment leverages Doña Ana County Government's investment 4 to 1, with the entire investment to focus on Dona Ana County, not other regions of the State or Country. There is no other economic-base focused agency providing this leverage to Dona Ana County for the purposes of an economic development services contract. We believe this directly benefits the taxpayers in Doña Ana County.

We thank you for your consideration.

Davin Lopez
President/CEO

"SOLE SOURCE" PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Economic Development Department

1. **Name of product or service:** Economic-based, Marketing & Recruitment, Retention & Expansion, Economic Development Program
2. **Name of product manufacturer:** Mesilla Valley Economic Development Alliance (MVEDA)
3. **Name of "sole" product supplier or service provider:** Mesilla Valley Economic Development Alliance (MVEDA)
4. **Describe in general terms the product/service you are requesting and the intended application.**

   For the purposes of enhancing the economic vitality of Doña Ana County, and in accordance with the Economic Objectives of the Doña Ana County Comprehensive Plan for attracting more money and investment into the local economy, we require a seasoned vendor who has local knowledge along with local, regional, and state economic development partnerships to implement an economic-based, job creation strategy to attract, retain and expand businesses, provide support to the Regional Infrastructure Accelerator project and the Foreign Trade Zone.

5. **Describe the unique features/capabilities/characteristics that distinguish it from other products/services.**

   MVEDA is the only economic development organization in Doña Ana County that provides a regional approach to economic based, job creation efforts, with the mission of attracting new dollars into the local economy. In addition, the NM Economic Development Department works through MVEDA as a unique central point of contact providing site selection services and assistance to industries considering relocating and expanding into the area. Furthermore, they are the only entity entrusted by the New Mexico Economic Development Partnership, the Borderplex Alliance, and the Border Industrial Association to manage client recruitment leads and projects brought into Doña Ana County. Based on MVEDA's local knowledge and their economic development partnership contacts, they are the only vendor capable of providing Doña Ana County with a turnkey economic based service. In addition, because MVEDA brings matching

private sector funding support to the program for the sole benefit of Doña Ana County, the ability to leverage dollars are in the best interest of the taxpayer.

6. **How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).**

Through the creation of the Doña Ana County Comprehensive Plan and the Border Area Economic Development Strategy (BAEDS), both developed through 3rd Party Consultants, and the Regional Leadership Committee, MVEDA was identified as a unique and critical partner in attracting new investment into the local economy. The BAEDS plan specifically referred to "MVEDA works "on the ground" to pursue and develop leads for new business." (P21 BAEDS). No other entity was called out in this plan as conducting this activity.

Additionally, although local chambers work on business advocacy and educational needs, MVEDA is the only entity that has experience with and is actively engaged in economic based marketing and business attraction efforts. As also noted in the BAEDS plan, the Border Industrial Association (BIA) "works at the state level to support economic development policy initiatives."

7. **What product supplier or service provider has your Department used until now to satisfy similar requirements?**

In the past, Doña Ana County Government has used MVEDA exclusively to provide economic based job creation, retention & expansion services.

Denise Carter 7/17/25

Signature of Department Head Date

(Attach Quote and Use Additional Sheets as Necessary)
**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met. Completing this form does not guarantee approval of this type of procurement.

Thank you for your submission.
The procurement will be reviewed by one of our buyers.
In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

- if the parties to the proposed contract change;
- if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and
- if the contract amount changes.

Print

Agency :	C0009 - DONA ANA COUNTY
Procurement Number :	60-C0009-25-CP415
Next Step :	REVIEW
Uploaded Files :	Sole Source Determination: Mesilla Valley Economic Development Alliance_Sole Source_Request.pdf
Completed date :	Tuesday, August 19, 2025 4:34 PM
Completed by :	Michael Perez



Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Tuesday, August 19, 2025 4:35 PM
To: Michael Perez
Subject: State of New Mexico :: Sole Source / Emergency Submission

Greetings,

Your Sole Source/Emergency Procurement request has been SUCCESSFULLY SUBMITTED and is pending State Purchasing Division approval for posting to the GSD Website. Once approved, you will receive an email notification advising that your request has been posted. Please keep the document number referenced below in a convenient place. You will need this number to search the Sole Source/Emergency website for status updates to your request.

Document Number ID: 60-C0009-25-CP415

For Sole Sources:

In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

(1) If the parties to the proposed contract change;

(2) if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and

(3) if the contract amount changes.

Please email all inquiries to:GSD.SPDInfo@state.nm.us.

Sincerely,

General Services Department

State Purchasing Division

Michael Perez

From: Martinez, Francine, GSD <Francine.Martinez@gsd.nm.gov>
Sent: Wednesday, August 20, 2025 9:49 AM
To: Michael Perez
Subject: State of New Mexico: Sole Source #60-C0009-25-CP415 - Posted

Greetings,

Your Sole Source/Emergency Procurement has been published to the SPD website.

Procurement #60-C0009-25-CP415

Click here to view this document on the SPD website.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

Michael Perez

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, September 20, 2025 12:01 AM
To: Michael Perez
Subject: Sole Source #60-C0009-25-CP415 - 30 Days

Your Sole Source #**60-C0009-25-CP415** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

CONTRACT #
Effective Date: _____

DOÑA ANA COUNTY CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

Contractor Legal Name: Mesilla Valley Economic Development Alliance

Services Summary Description: Economic Development Services

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: $300,000.00

This Contract complies with New Mexico and County procurement requirements as follows**:** __

☐ RFP # _____, ☐ Under $150,000/yr **or** ☐ BOCC approval date _____

☐ Bid # _____, ☐ Under $150,000/yr **or** ☐ BOCC approval date _____

☐ "Qualified" Professional Service, Under $60,000 annually. Qualifications attached.

☐ Three Written Quotes under $60,000 annually. ☐ Quotes under $20,000 annually.

☑ Other: Revenue; non-financial MOA; or NMSA 13-1-126 Sole Source approved 9/20/2025

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Doña Ana County Government	Contractor: Mesilla Valley Economic Development Alliance
Department: County Manager	ATTN: Davin Lopez
ATTN: Deborah Weir	Title: President/CEO
Street: 845 N. Motel Blvd.	Street: 277 E. Amador, Suite 304
City, State, Zip: Las Cruces, NM 88007	City, State, Zip: Las Cruces, NM 88001
Phone:	Phone: 575-525-2852
Fax:	Fax:
Cell:	Cell: 575-639-1512
Email: deborahw@donaana.gov	Email: davin@mveda.com

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

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For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s or service(s available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence effective date **or date of last signature**, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to NA additional years, not to exceed a total of NA years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made within thirty (30) days upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

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ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603 and the Immigration Act of 1990 (Public Law 101-649 regarding employment verification and retention of verification forms for any individual(s hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202, as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin, 45 CFR Part 84 (relating to handicap, 45 CFR Part 86 (relating to sex, and 45 CFR Part 91 (relating to age.

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

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ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA" in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA.

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all third party claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's negligent, intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s of Insurance, must provide a new current Certificate(s no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 21 - NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no customer or practice of the parties at variance with the terms hereof, not any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

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ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6 years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra.*

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Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

ARTICLE 32 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.

b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

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SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

DOÑA ANA COUNTY:

Mesilla Valley Economic Development Alliance

Scott Andrews
County Manager

Date: _____

Davin Lopez
President/CEO

Date: _____

* * * * * * * *

Contractor's NM Taxation and Revenue Department ID Number:_____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

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Section I, Appendix A
Title VI Plan Compliance

Title VI Policy Statement

Doña Ana County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Doña Ana County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Doña Ana County program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

CONTRACTOR COMPLIANCE:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Doña Ana County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Doña Ana County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Doña Ana County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Doña Ana County to enter into any litigation to protect the interests of Doña Ana County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACTOR COMPLIANCE WITH STATUTES AND AUTHORITIES:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), {prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, {29 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, {29 U.S.C. § 794 *et seq.),* as amended, {prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),*(prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et* seq.

ATTACHMENT A
Mesilla Valley Economic Development Alliance

INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS

I. INSURANCE

Contractor shall provide a current Certificate of Insurance (COI) documenting coverage specified below and naming Doña Ana County (County) as Additional Insured (AI) where applicable. Contractor is required to maintain a current COI on file with the County Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

	Standard Insurance	**Limits Not Less Than**
X	Commercial General Liability (AI)	$1,000,000/$2,000,000
	Automobile Liability	$1,000,000/$2,000,000
X	Worker's Compensation as required by State Law	As required by Law
	Excess/Umbrella	$5,000,000
X	Professional Liability / Errors & Omissions	$1,000,000/$2,000,000
X	Cyber Liability	$1,000,000/$3,000,000
	Property	$5,000,000
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	Specialized Insurance	
	Inland Marine	$1,000,000
	Garage Keeper's Liability	$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	$1,000,000
	Pollution	$1,000,000/$3,000,000
	Other / Specify:	

II. SCOPE OF SERVICES

Doña Ana County government enhances the health, safety and quality of life for all residents as determined by law and community interests. Services are provided through innovative leadership and teamwork in a fair, respectful and professional manner.

In support of this mission, Mesilla Valley Economic Development Alliance MVEDA (Contractor) is being awarded a sole source contract for the purposes of enhancing the economic vitality of Doña Ana County, and in accordance with the Economic Objective of the Doña Ana Comprehensive Plan for attracting more money and investment into the local economy, we require a seasoned vendor who has local knowledge along with local, regional, and state economic development partnerships to implement an economic-based, job creation strategy to attract, retain and expand businesses, provide support to the Regional Infrastructure Accelerator project and the Foreign Trade Zone.

A. Description of Services

The Mesilla Valley Economic Development Alliance (MVEDA) is the only economic development organization in Doña Ana County that provides a regional approach to economic based, job creation efforts, with the mission of attracting new dollars into the local economy. In addition, the NM Economic Development Department works through MVEDA as a unique central point of contact providing site selection services and assistance to industries considering relocating and expanding in the area. Furthermore, they are the only entity entrusted by the New Mexico Economic Development Partnership, the Borderplex Alliance, and the Border Industrial Association to manage client recruitment leads and projects brought into Doña Ana County. Based on MVEDA's local knowledge

and their economic development partnership contacts, they are the only vendor capable of providing Doña Ana County with a turnkey economic based service. In addition, MVEDA brings matching private sector funding support to the program for the sole benefit of Doña Ana County, the ability to leverage dollars are in the best interest of the taxpayer.

B. Deliverables and Reporting Requirements

Industry Attraction & Marketing

- Target Industries: Market to targeted industries, site selectors and corporate executives in industries and geographic markets to which our region offers a competitive advantage.
    - Display and/or attend at industry targeted trade shows across the United States.
    - Identify and outreach to executives and site selectors within target industries.
    - Social media and online advertising to target markets.

- Geographic Regions: Market to specific geographic sectors to include El Paso Texas, with growing industry targets which match Doña Ana County industry targets.
    - Market within specific geographic sectors with growing industry clusters which match our own industry targets (Southern California and Midwest).
    - Market within specific geographic sectors with existing policy challenges (i.e. California).
    - Market into El Paso to assure companies seeking border locations consider Doña Ana County.

- End User: Market outreach to leading site selectors and industrial brokers within the United States.

- Regional Marketing Groups: Leverage relationships with other marketing groups to assure Doña Ana County and target industries are included in strategic outreach. Examples include the New Mexico Partnership, Border Industrial Association, New Mexico Economic Development Department, The Borderplex Alliance, and other regional and national economic development groups.

- Grow and enhance the opportunities for higher wages and skill set growth for the residents of Doña Ana County. Target industries to accomplish this include advanced manufacturing, aerospace, food & life sciences, and medical device manufacturing as examples.

- Regional Infrastructure Accelerator RIA: Support exposure for Doña Ana County's US DOT Regional Infrastructure Accelerator Grant, MVEDA will target growing industries within logistics & distribution, as well as outreach to renewable & automation sectors aligned with objectives of the Grant.

- Foreign Trade Zone 197: Support exposure for Doña Ana County's Foreign Trade Zone 197. Whenever possible MVEDA will market the Foreign Trade Zone to potential operators.

- Online and Print: Market via various media platforms to include print, social media, and direct marketing.

Existing Business Retention and Expansion

- Consultations: Direct one-to-one consultations with economic based companies throughout Doña Ana County to determine growth challenges and opportunities, support programs for job retention or growth, identify new market opportunities for companies, and identify supply chain inputs and outputs to match opportunities with other business within the County.
    - Support economic growth within the rural areas of Doña Ana County, by providing **fifty (50) one-on-one consultations**, of which **at least half (25)** of MVEDA's Retention & Expansion Consultations shall be with companies within rural Doña Ana County, defined as "outside" Las Cruces' city limits.

- Expansion: Assist in the growth of economic based businesses by developing tools to support growth locally.
    - Enhance services and expand canvassing in the rural areas of Doña Ana County.
    - Identify companies that supply a product or service in the region which have potential to become export-based businesses.

Economic Development Advisory Services

- Liaison Services: Serve on state and regional economic development boards, attend economic development planning meetings, and assure the economic development interests of Doña Ana County are represented with respect to policy and strategic decisions.

- Impact Analysis: Generate impact analysis scenarios on projects considering Doña Ana County. Such an analysis may be used by the County to determine or justify an adequate level of support ranging from Internal Revenue Bonds (IRB) to Local Economic Development Act (LEDA) offerings.

- ESRI Analysis: Provide ESRI data to local service-based companies throughout the County helping them analyze location or expansion scenarios.

Capacity Building Services

- Legislative Awareness: Participate and support legislative efforts of the Doña Ana County Legislative Coalition (DACLC). Educate and support appropriate economic development related bills to address workforce development, infrastructure needs, and the lack of capital to support emerging industries.

- Site Readiness: Support data needs for **SB169** Site Readiness Program for targeted industrial areas within Doña Ana County.

- Workforce Identification: Work with local entities such as New Mexico State University, Doña Ana Community College, and the Bridge of Southern New Mexico to identify skill sets required for existing business, recruitment efforts and/or entrepreneurial development.

- Tradeport: Provide efforts to support the NMTradeport initiative, enhance its visibility, and act as a liaison between the County and private sector industry to grow the effort

via integrated marketing efforts.

- Industry Certification Program: Given program funding availability, MVEDA will continue to work with existing industry and educational partners to support workforce development, specifically via support of technology and industry related micro-certifications, called the **AutomateUP** Program.

The matrix below is based on annualized projects to be completed during Fiscal Year 2026: **July 1, 2025 – June 30, 2026.**

MVEDA Performance Objectives FY 2026	
Objectives:	**Target**
Qualified Prospects (Proposals)	60
Retention & Expansion Consultations	50
Site Visits	20
Completed Projects	9
Jobs	550
Payroll	$21,736,000
Capital Expenditure	$70,000,000

MVEDA shall complete the following **deliverables** in coordination with existing County plans:

- Qualified Prospects: Review and assess the likelihood of **sixty (60) Qualified Prospects (QPs)**, with the intent to market to those QPs the viability of expanding their businesses to the County.

- Retention and Expansion Consultations: **Fifty (50) Retention & Expansion Visits** of Qualified Prospects in Doña Ana County, of which **at least half (25)** of MVEDA's Retention & Expansion Consultations shall be with companies **within rural Doña Ana County**, defined as "outside" Las Cruces' city limits. MVEDA shall provide a list of companies they have met with each month to the Economic Development Administrator, as completed.

- Site Visits & completed Projects: MVEDA will complete **twenty (20) Site Visits**. The goal is to have **nine (9) companies expand** operations within the County. MVEDA shall provide a list of encounters to the Economic Development Administrator, monthly. The list shall identify each encounter as a Qualified Prospect, Site Visit and/or completed project.

- Updates: Provide updates to the County Manager and Economic Development Director on progress, via MVEDA's Monthly Board Reporting.

- Presentations: Present updates to the Board of County Commissioners outlining performance objectives and measurements of success of the scope of work for the economic development services on a bi-annual basis or as deemed necessary by the County's Economic Development Director.

- Work Session: Additionally participate in one (1) economic development work session as deemed necessary by the County's Economic Development Director, topic to be determined jointly between MVEDA & County Manager or Economic Development Director.

- Economic Impact Analysis: Generate and submit at the end of the contract Fiscal Year a **cumulative impact analysis** on closed and/or announced projects in Doña Ana County to the County's Economic Development Administrator.

- Jobs: MVEDA shall create **550 jobs**, these positions shall require various levels of education and/or technical training. MVEDA's intent is to bring in higher paying employers and improve opportunities for the residents of Doña Ana County. Wages for companies announced in FY26 will have an **average wage** of **$19.00**, approximately 5% above the 2024 county median wage ($18.57) as reported by the Bureau of Labor Statistics (BLS).

- Payroll: **$21,736,000** will be created from **payroll** made from closed MVEDA projects (Completed Projects) operating in the County. MVEDA shall provide the County with the jobs creation commitments made by the companies. Commitments shall be in various formats including but not limited to press releases, letters and/or emails.

- Capital Expenditure: MVEDA shall deliver **$70,000,000** in **capital expenditure** projects in the County. MVEDA shall provide the County with the capital investment commitments made by the companies. Commitments shall be in various formats including, but not limited, to press releases, letters and/or emails. towards goals via MVEDA's monthly board reports.

Contractor shall submit **monthly progress reports** and **invoices** detailing dates of service, description of service, and cost per unit to the following:

(a) **Denisse Carter, Economic Development Director**
Doña Ana County, Economic Development Dept.
845 N. Motel Blvd
Las Cruces, NM 88007
denissec@donaana.gov
Telephone: (575) 525-6175

Contractor and the County's *Economic Development Director* shall engage in monthly communication regarding projects relevant to the County, or as deemed necessary by both parties. The Economic Development Director will serve as a point of contact to assist with guiding developers through the County's development process.

C. Contract Evaluation

County authorized staff shall monitor the contract and invoices on a regular basis throughout the term of the contract to ensure compliance with established contract requirements and status regarding the use of allocated funds. Contract evaluation shall consist of review of each of the specified deliverables throughout the term of the contract. Periodic review and an annual written evaluation are conducted per County and Purchasing Department policies and procedures.

III. ADDITIONAL TERMS AND CONDITIONS

A. Automated Clearing House: Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.

B. Pre-existing or Proprietary Information: Notwithstanding any other provision of this Agreement between the Contractor and the County or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.

C. Standard of Care:

1. Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The County shall base its determination on the Contractor's fulfillment of the scope of the work in accordance with accepted professional consulting standards.
2. Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The County's acceptance of any of Contractor's professional services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions.
3. The county shall provide written notice to the Contractor of any errors and/or omissions and Contractor shall provide a written response with a plan of action to address the error or omission within 24 hours. County shall, in turn, accept the plan of action or provide further direction to the Contractor for acceptable remedy of the error or omission.

ATTACHMENT B

TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE

I. TOTAL CONTRACT NOT TO EXCEED $ $300,000.00 including applicable Gross Receipts Tax for the period of performance.

II. PAYMENT SCHEDULE

Payments shall be made in accordance with Section I - Article 5 of this Agreement. Payments will be made for services rendered from July 1, 2025, through June 30, 2026.

III. COST PER UNIT OF SERVICE PROCURED:

It is understood and agreed that the Values for Units of Service in this Agreement are for the contracted Vendor and contracted Period of Performance, only, and are subject to negotiation and adjustment by the County in any future contract(s).

Service Description	Approximate % / Time Allocation	Approximate Budget**
Industry Attraction & Marketing	**68%**	**$205,000**
Retention & Expansion	**24%**	**$70,000**
Economic Development Advisory	**3%**	**$10,000**
Capacity Building	**5%**	**$15,000**
TOTAL CONTRACT AMOUNT NOT TO EXCEED		**$300,000**

****Contractor may budget 10 percent across line items based on the various types of services being provided and required for the individual companies / requirements during the period of performance without prior County approval.**

****$50,000 of the budget will be dedicated to business development and marketing activities within target industries in Doña Ana County.**

JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS.

Contracted services are approved as a sole source provider for the period of performance as negotiated by and between the Parties and approved by the Board of County Commissioners on **October 14, 2025**.

ATTACHMENT C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:
"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.
"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.
Name(s) of Applicable Public Official(s) if any: **Board Of County Commissioners: Christopher Schaljo Hernandez, Gloria Gameros, Shannon Reynolds, Susana Chaparro, Manuel Sanchez; Assessor Eugenia "Gina" Montoya Ortega; Clerk Amanda López Askin, Ph.D.; Probate Judge Judith Ann Baca; Treasurer Marisol Richardson; Sheriff Kim Stewart.**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Contribution Made To: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

ATTACHMENT D
RELATED PARTY DISCLOSURE

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes _____ No _____

2. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions to which Doña Ana County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____Date_____

(Print Name and Title): _____

ATTACHMENT E
DEBARMENT CERTIFICATION

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Print Name of Authorized Representative Title

_____

Signature of Authorized Representative Date

ATTACHMENT F
NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF_____)

_____(name) being first duly sworn, deposes and says that he/she is (title)_____of (organization)_____

who submits herewith to the County of Doña Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Doña Ana, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Doña Ana, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By:_____

Title_____

SUBSCRIBED and sworn to before me this_____ day of_____, 20_____.

Notary Public: _____
My Commission Expires:

ATTACHMENT G

INSURANCE CERTIFICATES

(Attach certificates, as required behind this page)

See Attachment A. I. for requirements

ATTACHMENT H

Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:

1. **Current Business License**
2. **Key Staff Curricula Vitae / Resumes**
3. **Professional Registrations**
4. **Professional Licenses -**

ATTACHMENT I
ATTACH PROCUREMENT DOCUMENTATION

Check One

_____ **Professional Service Determination** (Purchasing Issues)

_____ **Sole Source Determination** (Purchasing Issues)

_____ **Written Quotes** (Department Provides)

_____ **RFP #** (See Page 1 Section I)

_____ **Bid # (**See Page 1, Section I)

_____ **Other**

ATTACHMENT J – OTHER

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	October 14, 2025
Initiating Department	**Meeting Date**
Amanda López Askin, County Clerk	30
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

HEARING ON A TRANSFER OF OWNERSHIP OF A DISPENSER LIQUOR LICENSE FOR CIRCLE K INC.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The application to the New Mexico Regulation and License Department, Alcoholic Beverage Control Division (ABC) requesting approval of a transfer of ownership of dispenser liquor license, no. DIS-000189 for Circle K Inc. The location where the license will be used is 1120 Vado Dr. Vado, NM 88072. No protests about the license have been received. Pursuant to NMSA 1978 Section 60-6B-4, the board must hold a public hearing on the application within 45 day of the receipt of the application. The BOCC may disapprove the application if it would be detrimental to the public health and safety of the morals of the residents of the local option district. Disapproval by the BOCC on the public health and safety of morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Application
Notice of Public Hearing
Map

SUMMARY OF FINANCIAL IMPACT

There is not financial impact

ADMINISTRATIVE REVIEW AND APPROVAL

Brandi Delgado, Administrative Assistant	Created/Initiated - 9/26/2025
Asma Dawood, Finance Director	Approved - 9/26/2025
Amanda López Askin, County Clerk	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

August 21, 2025
By Certified Mail No.: 7021 2720 0001 2205 0054 7021 2720 0001 2205 0054

Doña Ana County
Amanda López Askin, Ph.D., Doña Ana County Clerk
Doña Ana County Clerk's Office
845 N. Motel Blvd.
Las Cruces, NM 88007

2025 AUG 25 PM 5:01
DOÑA ANA COUNTY CLERK

Lic. No. /Appl. No.:	DISPENSER LICENSE #DIS-000189
Application No.:	BLA-11438
Name of Applicant:	CIRCLE K STORES, INC.
Doing Business as:	CIRCLE K STORE
Proposed Location:	1120 VADO DR. VADO, NM 88072

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that the governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

- **THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR LICENSE NO. DIS-000189.**

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval, Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165 | Email: tammy.sandoval@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/ approval letter and notices of publication*)

Note: The Zoning Statement was not included since this application is a transfer of ownership only, the premises location has already been established and is not moving.

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: CIRCLE K STORES, INC.
Business Structure: Corporation
State Tax ID Number: XX-XXXXX0-00-0
Business Email: satxlicense@circlek.com

Type of Business: Alcohol;Tobacco
FEIN: XX-XXX9540

Business Phone: 2106922731

Contact Person Information

Contact Person Name: MARGERET LEWIS MEISTER
Contact Person Email: mlm@modrall.com

Contact Person Phone: 5058481823

Business Mailing Address

Mailing Street: 17319 San Pedro Ave. Ste. 400
Mailing State: TX
Mailing Country: US

Mailing City: San Antonio
Mailing Zip Code: 78232

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?
☑ Applicant Business is buying/acquiring licenses from other business
☐ Applicant Business has a Change in Ownership
If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."
Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

Specify the type of transfer you are applying for?
☐Transfer of Ownership and Location
☑Transfer of Ownership

License Number: DIS-000189
License Expiration Date: 6/30/26
Current DBA Name: PIC QUIK STORE #110
Dispenser Type: Full Dispenser

License Type: Dispenser
Current License Owner: PIC QUIK STORES, INC.
Current Lessee:

Current Premises Address

Physical Street: 1120 Vado Dr.
Physical State: NM
Physical County: Dona Ana

Physical City: Vado
Physical Zip Code: 88072
Local Option District: Dona Ana County

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Circle K Store

Ownership

The land and building which is proposed to be the licensed premises is: Other
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Other (provide details): Sublease with current lessee of the property.
Specify Owner(s) of the land and building: RDC LLC, Owner Pic Quik Stores, Inc., Sublessor
Specify Date and Terms of Lease/Operating Agreement: 6-18-2025 Expires June 30, 2027

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	Yes
Explain: Normal violations in other states where they have had to pay fines or stop sales for a certain number of days.	
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States
No records to display.
List of Active Business Licenses in New Mexico

License Number: RET-000064	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000052	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000048	License Type: Retailer	Issuing State:New Mexico

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NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

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REGULATION &
LICENSING DEPARTMENT

License Number: RET-000050	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000039	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000030	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000022	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000019	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000017	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000003	License Type: Retailer	Issuing State:New Mexico
License Number: DIS-000891	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000877	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000866	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000858	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000837	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000836	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000833	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000827	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000792	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000779	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000775	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000768	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000755	License Type: Dispenser	Issuing State:New Mexico

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LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

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License Number: DIS-000732	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000717	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000715	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000708	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000707	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000685	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000608	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000594	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000567	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000563	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000556	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000550	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000548	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000539	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000536	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000535	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000475	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000458	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000454	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000452	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

License Number: DIS-000440	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000413	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000407	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000374	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000354	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000341	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000323	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000298	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000277	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000217	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000206	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000198	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000190	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000178	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000156	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000125	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000121	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000120	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000087	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000070	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

NMRLD
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REGULATION &
LICENSING DEPARTMENT

License Number: DIS-000054	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000051	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000039	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000037	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000012	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000011438

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Marcella Rocha

Date: 06/20/2025

LocaliQ
Texas/New Mexico
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1360320
Customer Name:	Dona Ana County Legals
Customer Address:	Dona Ana County Legals 845 N Motel BLVD # 1-260 Las Cruces NM 88007-8100
Contact Name:	Barbie Segovia
Contact Phone:	
Contact Email:	barbies@donaana.gov
PO Number:	PUBLIC HEARING

Date:	08/27/2025
Order Number:	11617475
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	31.0000
Height in Inches:	2.9900

Print

Product	#Insertions	Start - End	Category
LSN Las Cruces Sun-News	2	08/29/2025 - 09/05/2025	Public Notices
LSN lcsun-news.com	2	08/29/2025 - 09/05/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$51.20
Tax Amount	$4.30
Service Fee 3.99%	$2.21
Cash/Check/ACH Discount	-$2.21
Payment Amount by Cash/Check/ACH	$55.50
Payment Amount by Credit Card	$57.71

Order Confirmation Amount	**$55.50**

Ad Preview

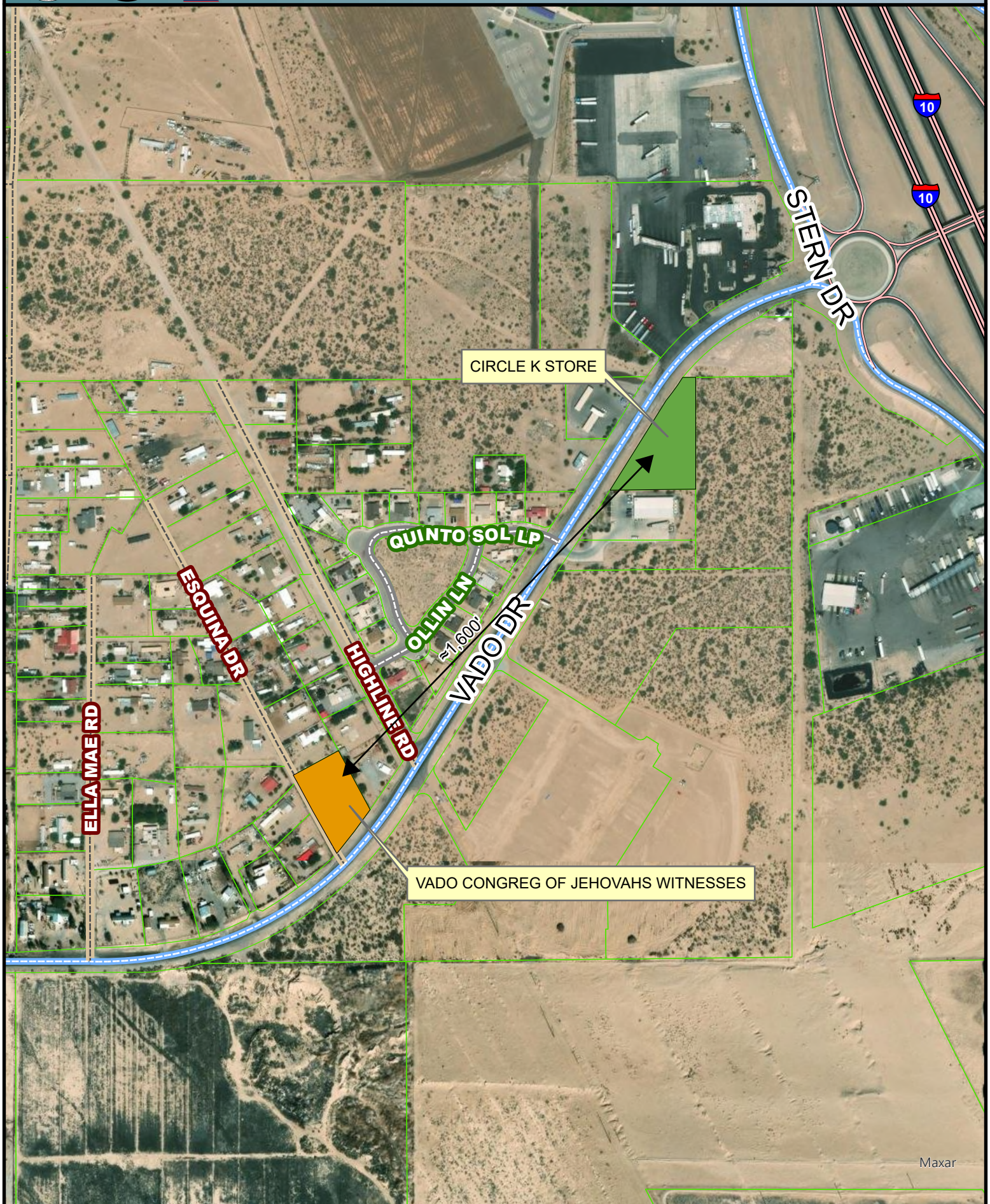
NOTICE OF PUBLIC HEARING

A Public Hearing will be held during the Regular Meeting of the Board of County Commissioner of Doña Ana County at 9:00 a.m., on Tuesday, October 14, 2025, in the Commission Chambers on the 1st floor of the Doña Ana County Government Center, 845 N. Motel Blvd., which has received preliminary approval by the director of the Alcoholic Beverage Control Division (ABC) of the New Mexico Regulation and Licensing Department. The applicant is seeking a transfer of ownership of dispenser liquor license No. DIS-000189. The name of applicant is Circle K Stores, Inc. The proposed location where the license is to be used is 1120 Vado Dr, Vado NM, 88072.
#11617475; 8/29 9/5/2025

Circle K Store

0 0.035 0.07 0.105 0.14 Miles

9/15/2025



SOURCE OF DATA & DISCLAIMER:
1.The data provided is provided as is, without warranty of any kind, either expressed or implied, including but not limited to implied warranties of fitness for a particular purpose. 2. The data provided was digitized from paper maps that were at a variety of scales ranging from 1":100' to 1":1200'. The positional location of the parcels may not be accurate. In no event shall Doña Ana County or any of its employees be liable for damages whatsoever including direct, indirect, incidental, consequential, loss of business profit or special damages, even if Doña Ana County has been advised of the possibility of such damages. Any and all modifications of the data are the responsibility and liability of the purchasers. Resale of hard copy derived from the data must be approved by the issuing agency.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	October 14, 2025
Initiating Department	**Meeting Date**
Amanda López Askin, County Clerk	31
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

HEARING ON A TRANSFER OF LOCATION ONLY OF DISPENSER LIQUOR LICENSE FOR PIC QUIK

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The application to the New Mexico Regulation and License Department, Alcoholic Beverage Control Division (ABC) is requesting approval of a transfer of location only of dispenser liquor license, no. DIS-000484 for Pic Quik Stores, Inc. The location where the license will be used is 8340 NM-478, Vado NM 88072. No protests about the license have been received. Puruant to NMSA 1978 Section 60-6b-4, the board must hold a public hearing on the application within 45 days of the receipt of the application. The BOCC may disapprove the application if it would be detrimental to the public health and safety of the morals of the residents of the local option district. Disapproval by the BOCC on the public health and safety of morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Pic Quik ABC Application
Notice of Public Hearing
Map

SUMMARY OF FINANCIAL IMPACT

There is not financial impact

ADMINISTRATIVE REVIEW AND APPROVAL

Brandi Delgado, Administrative Assistant	Created/Initiated - 9/26/2025
Asma Dawood, Finance Director	Approved - 9/26/2025
Amanda López Askin, County Clerk	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

2025 SEP 10 PM 1:11

September 9, 2025
By Email to: amanda@donaanacounty.org AND Certified Mail No.: 7021 2720 0001 2205 0092

Doña Ana County
Amanda López Askin, Ph.D., Doña Ana County Clerk
County Clerk's Office
845 N. Motel Blvd.
Las Cruces, NM 88007

Lic. No. /Appl. No.:	Dispenser License #DIS-000484 | Application #BLA-11964
Name of Applicant:	PIC QUIK STORES, INC,
Doing Business as:	PIC QUIK STORE #117
Proposed Location:	8340 NM-478 Vado, NM 88072

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that the governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A TRANSFER OF LOCATION ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-000484.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval, Hearing Officer
Alcoholic Beverage Control Division
2550 Cerrillos Rd., 2nd Floor, Santa Fe, New Mexico 87501
Mailing: PO Box 25101, Santa Fe, New Mexico 87504-5101
Phone: (505) 795-4165 | Email: tammy.sandoval@rld.nm.gov

Enclosures:

1. Application *(must be signed and returned w/ Approval Letter and Notices of Publication)*
2. Zoning Statement

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000011964

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: PIC QUIK STORES, INC.
Business Structure: Corporation
State Tax ID Number: XX-XXXXX6-00-7
Business Email: oalaandrade@netscape.net

Type of Business: Alcohol;Tobacco
FEIN: XX-XXX5525

Business Phone: 5756422252

Contact Person Information

Contact Person Name: L. Oscar Andrade
Contact Person Email: oalaandrade@netscape.net

Contact Person Phone: 5756422252

Business Mailing Address

Mailing Street: 2200 Missouri Ave
Mailing State: NM
Mailing Country: US

Mailing City: Las Cruces
Mailing Zip Code: 88001

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000011964

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

License Number: DIS-000484
License Expiration Date: 6/30/26
Current DBA Name: PIC QUIK STORE #117
Dispenser Type: Full Dispenser

License Type: Dispenser
Current License Owner: PIC QUIK STORES, INC.
Current Lessee:

Current Premises Address

Physical Street: 1707 ANTHONY DRIVE
Physical State: NM
Physical County: Dona Ana

Physical City: Anthony
Physical Zip Code: 88021
Local Option District: Dona Ana County

Proposed DBA Name

Do you want to change the license DBA Name? No

Proposed Premises Physical Address

Physical Street: 8340 NM-478
Physical Zip Code: 88072
Physical County: Dona Ana

Physical City: Vado
Physical State: New Mexico

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: MU

Distance from nearest School

Name of School: Vado Elementary School
School City: Vado
School Zip Code: 88072

School Street: 330 Holquin Road
School State: New Mexico
School Country: United States

School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000011964

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Distance from nearest Church

Name of Church: The Life Center Ministries
Church Street: 8424 NM-478
Church City: Vado
Church State: New Mexico
Church Zip Code: 88072
Church Country: United States
Church Distance (in feet): More than 400 but less than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☑A license has never been issued to the location of the proposed premises.
☐A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States

No records to display.

List of Active Business Licenses in New Mexico

License Number: DIS-000682	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000484	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000189	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000011964

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Location	200.00
Total Fee Amount:	**200.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Pic Quik Stores,Inc

Date: 07/02/2025

COMMUNITY DEVELOPMENT DEPARTMENT
Building ▫ Planning ▫ GIS
845 North Motel Boulevard ▫ Las Cruces, New Mexico 88007

(575) 647-7350 ▫ Fax: (575) 525-6131
www.donaanacounty.org

Doña Ana County

June 26, 2025

Jo Ortega
2200 Missouri Ave
Las Cruces, NM 88007

Re: ZV-2025-000014 Zoning Verification Letter for the following Parcels:
Parcel Map Code 4-014-148-114-460 (R1703104) Pending Address 8340 Highway 478 (MU Zone)
Owner: Andrade Properties Hwy 478, LLC

To whom it may concern:

This correspondence confirms that the property at 8340 Highway 478 (pending address), Vado, NM, Parcel Map Code 4-014-148-114-460 (R1703104) Lot 24, 25, 26, 41, 42, 43 is part of Vado Subdivision is within a MU (Mixed Use) Zone.

Pursuant to Chapter §350 of the Doña Ana County Unified Development Code, Table 5.1 Land Use Classification Matrix: the I1 (Light Industrial) Zone permits a range of light industrial uses.

A complete listing of permitted land uses and development standards can be found at https://ecode360.com/32267981. Copies of the County Code can be obtained for $25.00 at the Doña Ana County Community Development Department located at 845 N. Motel Blvd. In the Doña Ana County Government Building. You may also visit the Doña Ana County web site at www.donaanacounty.org to view and print a copy of the Ordinance.

If I can be of any further assistance feel free to contact me at, charlenes@donaana.gov or call me at 575-525-6128.

Please contact me with any further questions.

Respectfully,

Charlene Santistevan
Planner – Community Development

MU (MIXED USE) ZONE

PURPOSE

MU (Mixed Use) Zone permits small-scale commercial activities mixed with residential uses (site-built structures). Commercial and residential uses are allowed within the same structure. It conserves traditional development patterns while allowing for infill and development of new uses that are compatible in scale and intensity with existing development.

DEVELOPMENT REQUIREMENTS

Minimum lot size: 6,000 sq. ft. (min)
Minimum lot width: N/A
Minimum lot depth: N/A
Setbacks Principal Building:

1. Primary Frontage: 15 feet (min)
2. Secondary Frontage: 7 feet (min)
3. Side Setback: 7 feet (min)
4. Rear Setback: 25 feet (min)

Setbacks Accessory Buildings:

1. Primary Frontage: 25 feet (min)
2. Secondary Frontage: 7 feet (min)
3. Side Setback: 7 feet (min)
4. Rear Setback: 5 feet (min)

Building Height:

1. Principal Building Height: 35 feet (max)
2. Accessory Building Height: 35 feet (max)

CANNABIS ESTABLISHMENTS: Refer to § 350-502.G for additional restrictions

MU PERMITTED USES

The following uses are permitted by right in the MU district.

Civic Space

1. Neighborhood Multipurpose Field
2. Playground
3. Community Garden, Small
4. Community Garden, Medium
5. Community Garden, Large

Residential

1. Apartment or condominium complex
2. Duplex
3. Fourplex
4. Home Occupation (see Section 350-510 Home Occupation Permits)
5. Live-Work Unit
6. Single Family Dwelling, Site-built
7. Townhouse
8. Triplex
9. Community Types

Lodging

1. Bed and Breakfast
2. Hotel and Motel

3. Campground
4. Inn

Office

1. Laboratory, Scientific, Ag Research, Office and Service
2. Office, General
3. Office, Small

Retail and Service

1. Commercial Use Not Elsewhere Classified
2. Convenience Store
3. Display Gallery
4. Kiosk
5. Retail Facility, Small, under 5,000 sq. ft.
6. Open Market Building
7. Personal Service
8. Bar, Pub, Tavern, Wine Tasting Room
9. Restaurant, Bakery, Catering Service
10. Mobile Food Vending Truck/Push Cart

Institutional

1. Community Building, Public or Private
2. Convention or Exhibition Hall
3. Cultural Center
4. Exhibition Center
5. Event Center
6. Museum
7. Religious Institution
8. Theater and Like Place of Assembly
9. Sports Stadium

Agriculture: ** Permitted for existing on-site farm operations only; packaging, warehousing and processing of off-site products may be permitted; an SUP is required if not allowed by right.

1. Wine Tasting Room or Winery

Civic Support

1. Animal Hospital, Veterinary Clinic and Kennel, Ag Office and Medical Research

Education

1. Child and Adult Care, Commercially Operated
2. Childcare, Home Occupation

Industrial

1. Utility Building, Wastewater Lift Station and Substation, Minor, Private or Public

MU SPECIAL USE PERMITS

The following uses require a Special Use Permit:

Lodging

1. Recreational Vehicle Park

Retail and Service

1. Cannabis Retailer
2. Gas Station

Institutional

1. Recreation and Sports Facility

Agriculture

1. Aquaculture

2. Cannabis Microbusiness
3. Greenhouse and Nursery, Commercial
4. Research and Education

Education

1. Elementary School
2. High School, Jr. High School, Middle School

Industrial

1. Wireless Communication Facility
2. Renewable Energy Facility

LocaliQ
Texas/New Mexico
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1360320
Customer Name:	Dona Ana County Legals
Customer Address:	Dona Ana County Legals 845 N Motel BLVD # 1-260 Las Cruces NM 88007-8100
Contact Name:	Albert Casillas
Contact Phone:	
Contact Email:	albertc@donaana.gov
PO Number:	

Date:	09/10/2025
Order Number:	11662115
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	30.0000
Height in Inches:	2.9000

Print

Product	#Insertions	Start - End	Category
LSN Las Cruces Sun-News	1	09/14/2025 - 09/14/2025	Public Notices
LSN lcsun-news.com	1	09/14/2025 - 09/14/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$30.40
Tax Amount	$2.55
Service Fee 3.99%	$1.31
Cash/Check/ACH Discount	-$1.31
Payment Amount by Cash/Check/ACH	$32.95
Payment Amount by Credit Card	$34.26

Order Confirmation Amount	**$32.95**

Ad Preview

NOTICE OF PUBLIC HEARING

A Public Hearing will be held during the Regular Meeting of the Board of County Commissioner of Doña Ana County at 9:00 a.m., on Tuesday, October 14, 2025, in the Commission Chambers on the 1st floor of the Doña Ana County Government Center, 845 N. Motel Blvd., which has received preliminary approval by the director of the Alcoholic Beverage Control Division (ABC) of the New Mexico Regulation and Licensing Department. The applicant is seeking a transfer of ownership of dispenser liquor license No. DIS-000484. The name of applicant is Pic Quik Stores Inc. The proposed location where the license is to be used is 8340 NM 478, Vado NM, 88072.
#11662115; 9/14/2025

Pic Quik

0 0.02 0.04 0.06 0.08 Miles

9/15/2025



SOURCE OF DATA & DISCLAIMER:
1.The data provided is provided as is, without warranty of any kind, either expressed or implied, including but not limited to implied warranties of fitness for a particular purpose. 2. The data provided was digitized from paper maps that were at a variety of scales ranging from 1":100' to 1":1200'. The positional location of the parcels may not be accurate. In no event shall Doña Ana County or any of its employees be liable for damages whatsoever including direct, indirect, incidental, consequential, loss of business profit or special damages, even if Doña Ana County has been advised of the possibility of such damages. Any and all modifications of the data are the responsibility and liability of the purchasers. Resale of hard copy derived from the data must be approved by the issuing agency.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Economic Development Office	October 14, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	32
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RED CHILES A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES C, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES D, LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, AND TOGETHER WITH THEIR SUCCESSORS, ASSIGNS AND AFFILIATES, "RED CHILES")] AND YUCCA GROWTH INFRASTRUCTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS, ASSIGNS AND AFFILIATES, "YUCCA GROWTH" AND TOGETHER WITH RED CHILES, THE "COMPANIES") ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT ORDINANCE.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Project Jupiter has requested a building permit fee reduction pursuant to Chapter 166 (Economic Development Plan) of the Doña Ana County Code.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Ordinance
Affidavit of Notice of Publication
PPA *Forthcoming*

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Administrator	Created/Initiated - 9/26/2025
Denisse Carter, Economic Development Administrator	Approved - 10/4/2025
Asma Dawood, Finance Director	Approved - 10/6/2025
Stephen Lopez, Assistant County Manager	Approved - 10/10/2025
Scott Andrews, County Manager	Final Approval - 10/10/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: October 14, 2025.

Agenda Item Title: Approve Red Chiles A, LLC, A Delaware Limited Liability Company, Red Chiles B, LLC, A Delaware Limited Liability Company, Red Chiles C, LLC, A Delaware Limited Liability Company, Red Chiles D, LLC, A Delaware Limited Liability Company (Collectively, And Together With Their Successors, Assigns And Affiliates, "Red Chiles")] And Yucca Growth Infrastructure, LLC, A Delaware Limited Liability Company (Together With Its Successors, Assigns And Affiliates, "Yucca Growth" And Together With Red Chiles, The "Companies") Economic Development Act (LEDA) Project Ordinance.

Overview: Red Chiles A, LLC, A Delaware Limited Liability Company, Red Chiles B, LLC, A Delaware Limited Liability Company, Red Chiles C, LLC, A Delaware Limited Liability Company, Red Chiles D, LLC, A Delaware Limited Liability Company (Collectively, And Together With Their Successors, Assigns And Affiliates, "Red Chiles")] And Yucca Growth Infrastructure, LLC, A Delaware Limited Liability Company (Together With Its Successors, Assigns And Affiliates, "Yucca Growth" And Together With Red Chiles, The "Companies") submitted an application, pursuant to the County's Local Economic Development Act Plan Procedures (Doña Ana County Code Chapter 166), seeking a fee reduction for building permits (as defined in NMSA 1978, Section 5-10-3(K)) to develop The Project.

The project would include the construction, development and acquisition of a hyperscale, artificial intelligence (AI) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the County. The project would be located in an unincorporated portion of the County in the 16 OUT tax district.

DOÑA ANA COUNTY ORDINANCE (No. 2) NO. ____ - 2025

AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT PROJECT FOR RED CHILES A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES C, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES D, LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, AND TOGETHER WITH THEIR SUCCESSORS, ASSIGNS AND AFFILIATES, "RED CHILES") AND YUCCA GROWTH INFRASTRUCTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS, ASSIGNS AND AFFILIATES, "YUCCA GROWTH" AND TOGETHER WITH RED CHILES, THE "COMPANIES") PURSUANT TO THE LOCAL ECONOMIC DEVELOPMENT ACT AND THE DOÑA ANA COUNTY ECONOMIC DEVELOPMENT PLAN; APPROVING ECONOMIC ASSISTANCE TO THE COMPANIES FOR A PORTION OF THE COSTS, IN THE FORM OF A REDUCTION OF CERTAIN BUILDING PERMIT FEES, OF THE ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF (I) A POWER GENERATION, BATTERY STORAGE AND MICROGRID FACILITY AND (II) FOUR DATA CENTER FACILITIES TO BE LOCATED IN DOÑA ANA COUNTY, NEW MEXICO (THE "COUNTY"); AUTHORIZING THE EXECUTION OF A PROJECT PARTICIPATION AGREEMENT AMONG THE COMPANIES AND THE COUNTY (THE "AGREEMENT") TO PROVIDE THE APPROVED ECONOMIC ASSISTANCE TO THE COMPANIES; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, the County of Doña Ana (the "County"), acting through its Board of County Commissioners, is a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State"); and

WHEREAS, Article 9, Section 14 of the State constitution permits counties to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources; and

WHEREAS, pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-17 (the "Act"), no public support for economic development may be provided until the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan; and

WHEREAS, on September 22, 2009, pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance"), now codified as Chapter 166 in the Doña Ana County Code, the County established the Doña Ana County Economic Development Plan (the "LEDA Plan") as the County's economic development plan as required by NMSA 1978, Section 5-10-6; and

WHEREAS, as provided in the Economic Development Plan Ordinance, the County considers an application from Red Chiles A, LLC, a Delaware limited liability company, Red Chiles B, LLC, a Delaware limited liability company, Red Chiles C, LLC, a Delaware limited liability company, Red Chiles D, LLC, a Delaware limited liability company (collectively, and together with their successors,

assigns and affiliates, "Red Chiles") and Yucca Growth Infrastructure, LLC, a Delaware limited liability company (together with its successors, assigns and affiliates, "Yucca Growth" and together with Red Chiles, the "Companies") seeking a fee reduction for building permits (as defined in NMSA 1978, Section 5-10-3(K)) to develop the project. The project will include the construction, development and acquisition of a hyperscale, artificial intelligence data center campus, a collocated energy production and storage microgrid facility, and related infrastructure, all located within the County (the "Project"); and

WHEREAS, the County has determined that the Companies are a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act; and

WHEREAS, the County contributions made to the Companies and the Project pursuant to this Ordinance will be in exchange for certain commitments made by the Companies, all of which shall be memorialized in a project participation agreement by and between the County and the Companies; and

WHEREAS, the County has worked with the Companies to prepare, and has negotiated the terms of, the Project Participation Agreement with the Companies; and

WHEREAS, the total amount of building permit fees reduced in each fiscal year in which the Companies pay building permit fees for the Project pursuant to the Act does not and will not exceed ten percent (10%) of the general fund expenditures of the County in such fiscal year; and

WHEREAS, after having considered the Project and the Project Participation Agreement, the Commission has concluded that the benefits of the Project to the County will be substantial, that it is desirable and necessary at this time to authorize the County to enter into the Project Participation Agreement to provide assistance to the Companies consistent with the Act, and that the County's provision of the assistance contemplated by the Project Participation Agreement will constitute a valid public purpose under the Act;

NOW, THEREFORE, BE IT ORDERED BY THE DOÑA ANA COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Findings. The Commission finds that: (a) the Companies are each qualifying entities as defined in NMSA 1978, Section 5-10-3(L); (b) that under the Project Participation Agreement the Companies will provide substantive contributions for the Project as described in NMSA 1978, Section 5-10-10(B); (c) the Project Participation Agreement complies with the requirements of the Act; (d) the benefits of the Project to the County, in terms of increased tax revenues and other benefits arising from retained and sustained employment, exceed the cost to the County of providing to the Companies the assistance specified in the Project Participation Agreement; and (e) the Project Participation Agreement sets out (i) the contributions to be made by the County and the Companies to the Project, (ii) the security provided to the County by the Companies and the Companies' pledge of financial or material participation and cooperation to guarantee the Companies' performance, (iii) a schedule for project development and completion, including measurable goals and time limits for those goals, and (iv) provisions for performance review and actions to be taken upon a determination that performance is unsatisfactory.

Section 2. Approval of the Project and the Project Participation Agreement. The County hereby approves the Project and the Project Participation Agreement (PPA), pursuant to the Act and Section 5 of the Economic Development Plan Ordinance, in the form presented to the Commission with this Ordinance (No. 2), which provides, among other things, that the County agrees to a reduced fee schedule for County building permits related to the Project as provided below:

Permit Fee Structure

Year	Annual Payment
2025	$500,000
2026	$1,500,000
2027	$1,500,000
2028	$1,000,000
Total Payments to County	**$4,500,000**

In exchange, the Companies will complete the Project and otherwise comply with the terms of the Project Participation Agreement.

Section 3. Authorization. The form, terms, and provisions of the Project Participation Agreement in the form presented to the Commission with this Ordinance, are in all respects approved and authorized, and the County shall enter into such Project Participation Agreement to provide assistance to the Companies consistent with the Act. The Chair or Vice Chair acting in his or her absence, is authorized to execute the Project Participation Agreement, with only such changes as are not inconsistent with this Ordinance (No.2) or such changes as may be recommended by County's legal counsel. The Chair, County Manager and other officers of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance (No.2).

Section 4. Severability. If any section, paragraph, clause or provision of this Ordinance (No.2) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance (No.2).

Section 5. Repealer. All bylaws, ordinances, resolutions, and orders, or parts thereof, inconsistent with this Ordinance (No.2) are repealed by this Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, ordinance, resolution, or order, or part thereof, previously repealed.

Section 6. Effective Date. Upon due adoption of this Ordinance (No.2), it shall be recorded in the book of ordinances of the County kept for that purpose and this Ordinance (No.2) shall be in full force and effect 30 days thereafter, in accordance with law.

ADOPTED this 14th day of October 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
Susana Chaparro, District 4, Vice Chair	For/Against
Gloria Gameros, District 2	For/Against
Shannon Reynolds, District 3	For/Against
Manuel A. Sanchez, District 5	For/Against

ATTEST:

Amanda López Askin, Ph.D. County Clerk

Las Cruces Sun News.

Public Notices

Originally published at lcsun-news.com on 09/14/2025

NOTICE OF PUBLIC HEARING

On September 9, 2025, the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at a regularly scheduled Commission meeting at 9:00 a.m. on October 14, 2025. At the public hearing the Board will determine whether to adopt the Ordinance Approving Project Jupiter, Proposal for a Local Economic Development Act (LEDA) Project, as summarized below.

The public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico. Should you require special accommodations as a result of a disability, please contact County ADA Coordinator at 575-647-7210 (voice), 575-525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd., Las Cruces, New Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 575-525-6163, at least 48 hours prior to the event. Los Servicios de interpretación en español están disponibles por medio de petición. Favor de contactar a la Oficina de Servicios Comunitarios y Constituyentes al 575-525-6163 mínimo 48 horas antes de la reunión.

The official title of the proposed ordinance is: “PROJECT JUPITER ECONOMIC DEVELOPMENT PROJECT ORDINANCE”

GENERAL SUMMARY: Project Jupiter submitted an application, pursuant to the County’s Local Economic Development Act Plan Procedures (Doña Ana County Code Chapter 166), seeking a fee reduction for building permits (as defined in NMSA 1978, Section 5-10-3(K)) to develop “Project Jupiter.” The project would include the construction, development and acquisition of a hyperscale, artificial intelligence (AI) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the County. The project would be located in an unincorporated portion of the County in the 16 OUT tax district.

A copy of the proposed ordinance and Agreements are available for inspection at the Office of the County Clerk, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico during regular business hours.

The public may attend the Doña Ana County Board of County Commissioners meeting via livestream on https://www.donaanacounty.org.

Las Cruces Sun News, September 14, 2025 #11659024

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____ by and among **DOÑA ANA COUNTY, NEW MEXICO** (the "County"), a political subdivision of the State of New Mexico (the "State"), and **Red Chiles A, LLC**, a Delaware limited liability company, **Red Chiles B, LLC**, a Delaware limited liability company, **Red Chiles C, LLC**, a Delaware limited liability company, and **Red Chiles D, LLC**, a Delaware limited liability company (collectively, "Red Chiles") and **Yucca Growth Infrastructure, LLC**, a Delaware limited liability company ("Yucca" and together with Red Chiles, the "Companies").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance"), adopted on September 22, 2009, the County established the Doña Ana County Economic Development Plan (the "LEDA Plan") as the County 's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Economic Development Plan Ordinance, the County considered an application from the Companies, which proposed that the Companies shall receive certain building permit fee reductions pursuant to an agreed upon schedule with the County in connection with the Companies' construction, development and acquisition of a hyperscale, artificial intelligence data center campus, a collocated energy production and storage microgrid facility, and related infrastructure, located within the County (the "Project"). The Companies and their tenant or tenants will construct and occupy the Project, and construction will be completed by December 31, 2029. Notwithstanding, Companies and their tenant or tenants may continue to retire dated personal property and redeploy certain new personal property (e.g., servers) on a periodic basis through 2055.

D. The Project will generate significant construction and long-term operational employment opportunities within the County. The Project commits to creating a minimum of seven hundred fifty (750) new full-time equivalent jobs within the first three years of operations of the Facility.

E. The County has adopted an authorizing Ordinance (No.2) on **October 14, 2025** (the "Project LEDA Ordinance") finding that the Companies are each a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to the County's long-term economic growth and sustainability.

2. **Substantive Contribution from the Companies.**

   a. **Facility.** The Companies will construct a hyperscale, artificial intelligence data center campus and a collocated energy production and storage microgrid facility located within the County at the project site identified in **Exhibit A** attached hereto and incorporated by reference (collectively, the "Facility").

   b. **Investment.** The Companies will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $50,000,000,000 by October 23, 2035.

   c. **Job Creation.** Approximately seven hundred fifty (750) total full-time employees and full-time equivalents are anticipated as being employed at the Project by December 31, 2031 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) attributable to the development of the Project created by the Companies and their tenant or tenants, as well as third-party full-time equivalent contractors, all offering the employee or contractor a full range of benefits. Full–time employees do not include construction employees.

   d. **Sustainability.** Although the Companies intend to have a long-term presence in the County, for purpose of the contractual obligations of this Agreement, the Companies covenant to continue to operate the Project until December 31, 2035.

3. The County Contribution. The County agrees to provide certain building permit fee reductions to the Companies pursuant to an agreed upon schedule with the County in connection with the Companies' construction, development and acquisition of the Project. The building permit fee schedule is as follows with the payment due to the County annually on or before December 31:

Permit Fee Structure

Year	Annual Payment
2025	$500,000
2026	$1,500,000
2027	$1,500,000
2028	$1,000,000
Total Payments to County	**$4,500,000**

4. County Contribution Clawback.

a. Facility Closure. Should Companies' cease operation of the Facility before December 31, 2035, Companies shall, within ninety (90) days of the cessation of operations, pay to the County, in cash, an amount equal to a specified percentage of the amount of the building permit fee reductions received pursuant to this Agreement, with the specific percentage based on the date of cessation of operations in accordance with the following table:

Date of Cessation of Operations	Percent of Public Contributions to be Repaid
On or before December 31, 2029	100%
From January 1, 2030, through December 31, 2032	75%
From January 1, 2033, through December 31, 2035	50%

b. **Performance Clawbacks.** If Companies do not employ at least **90%** of the required number of full-time employees as set forth in Section 2.C herein by January 31, 2031, or by January 31 of any year thereafter through the year 2035, then subject to the remainder of this Section 4.B, Companies will repay to the County, within sixty (60) days of the due date of the annual report referred to in Section 5 below, ten percent (10%) of the total amount of the building permit fee reductions received by Companies pursuant to this Agreement.

5. Reporting

a. Job Reporting. Quarterly, on or before each January 31, April 30, July 31 and November 31, until January 31, 2036, the Companies will provide to the County the Companies' 903A or its equivalent filed with New Mexico's Department of Workforce Solutions for the previous quarter regarding the workforce for the Companies and such other information necessary for the County or its independent contractor to determine whether Companies have met their

obligations under this Agreement.

b. Economic Impact Data Sheet. The Companies shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development Department; completion shall be no later than February 28 of each year beginning in 2027. This will reflect actual economic activity and job creation by the Companies for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year during the time of this Agreement will subject the Companies to a 10% clawback of building permit fee reductions received pursuant to this Agreement.

6. Fees. The Companies will promptly pay or reimburse the County for all reasonable third-party expenses incurred by the County in connection with this Agreement and the Project, provided, however, that the Companies shall not be liable for costs incurred by the County that are the responsibility of the County in the ordinary course of business. Although the County does not anticipate incurring significant third-party expenses during the term of this Agreement, such expenses could include, without limitation, expenses associated with performance reviews or audits with respect to the Project and legal fees for outside counsel in the event of any proposed amendment to this Agreement or any necessary enforcement action with respect to this Agreement.

7. Events of Default and Remedies.

a. **Failure to Comply With Obligations.** Except to the extent otherwise stated, failure by the Companies to comply with any material obligation under this Agreement, including without limitation, the failure to make timely payment of any clawback payment due hereunder, shall be an "Event of Default." Notwithstanding the foregoing, failure to meet employment projections or failure to meet wage and benefit projections shall not be considered an Event of Default; however, the failure to make timely payment of any clawback payment due as a result thereof shall be an Event of Default.

b. **Notice of Event of Default.** If any Event of Default occurs, the County shall notify the Companies in writing specifying the alleged failure's nature and, where appropriate, how the alleged failure may be cured, and the Companies shall have thirty (30) days in which to cure such Event of Default; but if the Event of Default is of a nature requiring more than thirty (30) days to cure, Companies shall have up to an additional sixty (60) days to cure the alleged failure unless the County agrees to provide Companies with additional time to cure the alleged failure. If the Event of Default is not cured within such thirty-day period, the County shall have and may exercise any remedies available at law or in equity.

8. Security. To secure the performance of its obligations under this Agreement, the Companies shall obtain a Letter of Credit, or other mutually agreed form of security, in favor of the County. The Letter of Credit shall be in an aggregate amount of the

anticipated reduction of building fee permits and shall serve as security for the Companies' obligations under this Agreement. The Letter of Credit shall be subject to terms and conditions satisfactory to the County and shall be issued on or about the date of this Agreement. The Letter of Credit shall remain in effect throughout the term of the Agreement, unless otherwise approved by the County.

9. **Termination.** This Agreement shall terminate at the close of business on **November 14, 2035**, or when otherwise terminated by ordinance.

10. **Dispute Resolution.** The parties will work in good faith to resolve any disputes that arise hereunder. In the event of a dispute between the parties, the Chief Executive Officer(s) of the Companies, or his/her designee, and the Director or Deputy Director of the County's Economic Development Department shall meet and attempt in good faith to resolve the dispute. If they are unable to resolve the dispute, the Chief Executive Officer(s) of the Companies and the County Manager shall meet and attempt in good faith to resolve the dispute. Nothing contained in this Agreement constitutes a waiver of any party's right to seek judicial relief.

11. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

12. **Indemnity.** Companies agree to defend, indemnify and hold harmless the County and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by Companies or Companies' agents under this Agreement or by reason of any asserted act or omission, neglect or misconduct of Companies or Companies' agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

13. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all the Parties hereto. Any amendments may be subject to the approval of the County Board of Commissioners.

14. **Governing Law/Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the County. The venue for actions arising out of this Agreement is Doña Ana County, New Mexico.

15. **Miscellaneous.** This Agreement binds and inures to the benefit of the County and the Companies and their respective successors and permitted assigns. This

Agreement may not be assigned without the written consent of the non-assigning parties; provided, however, that with notice to the County, the Companies may assign this Agreement to any affiliate or other member of the Companies that agrees in writing to assume and perform all of the Companies' obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

16. **Further Assurances and Mutual Cooperation.** Each Party agrees to deliver and execute any and all notices, certificates, instruments and other such documents and take any and all actions as any Party hereto reasonably may require to carry out this Agreement and such transactions hereby contemplated, and no Party will take any action that may deprive the other Party of the enjoyment of the rights this Agreement secures. Each Party further agrees to select its own legal counsel and to retain such legal counsel at that Party's expense.

17. **Severability.** If any part or provision of this Agreement is found to be or becomes unenforceable or illegal for any reason, such part or provision may be modified as necessary to render this Agreement enforceable and legal. If such part or provision cannot be modified as such, the part or provision shall be severed from this Agreement, and the remaining parts and provisions of this Agreement shall remain in full force and effect.

18. **Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other parties to this Agreement.

The initial notice addresses for the parties are as follows:

If to the County:
Doña Ana County with copy to the County Attorney
Attention: County Manager
845 North Motel Boulevard
Las Cruces, New Mexico 88007-8100
Tel: (575) 525-5802

If to the Companies:
Peter Kelton
Rodey, Dickason, Sloan, Akin & Robb, P.A.

201 3rd Street NW, Suite 2200
Albuquerque, New Mexico 87102
Tel: (505) 765-5900

Effective Date: November 15, 2025

Attachment:

1. Project Site

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

DOÑA ANA COUNTY, NEW MEXICO

By _____

Name Scott Andrews

Title County Manager

RED CHILES A, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____

RED CHILES B, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____

RED CHILES C, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____

RED CHILES D, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____

YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____

EXHIBIT A

PROJECT SITE

[Parcel IDs may change as a result of Lot Line Adjustments and to read Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development	October 14, 2025
Initiating Department	**Meeting Date**
Christina Ainsworth, Community Development Director	33
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

CONDEMNATION - 1130 W. WICKER

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Ordinance #226-06 established procedures for the identification, abatement, and repair or removal of any ruined or dilapidated buildings, premises, or structures, including mobile homes and manufactured homes, which endanger or present a menace to the life, limb, health, morals, property, safety or welfare of the public or the occupants. The Building Services Division has attempted to notify the property owner of the health and safety issues on their property. Letters of violation have been sent to the property owner of record, and notices have also been placed at the subject property, with no response by the property owner. If approved by the Board of County Commissioners, the Resolution establishes procedures whereby Doña Ana County can require the removal of the structures in question.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution
Inspection Checklist
Certified Letter
Pictures

SUMMARY OF FINANCIAL IMPACT

Estimated approximately $33,000.00

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 9/26/2025
Christina Ainsworth, Community Development Director	Approved - 10/7/2025
Asma Dawood, Finance Director	Approved - 10/7/2025
Scott Andrews, County Manager	Final Approval - 10/8/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: October 14, 2025

Agenda Item Title: Condemnation – 1130 W. Wicker

Type of Action: Approval

Fiscal Impact: $33,000.00

Strategic Plan Alignment: N/A

Overview:

Approval for condemnation / demolition of the following property located within Doña Ana County due to dangerous and unsafe conditions. Doña Ana County zoning enforcement and building services staff conducted investigations around various communities with the county and identified and determined the following structure was dangerous and unsafe throughout the community.
Notification with the property owner was attempted via phone call and certified mailings, much to no availability.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and _____
- **Vote "NO" =** This will reject the resolution and _____
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION

RESOLUTION PURSUANT TO THE CODE OF DONA ANA COUNTY CHAPTER 350§146 DANGEROUS BUILDINGS, DESIGNATING THE PROPERTY AT 1130 W. WICKER, DONA ANA COUNTY, NEW MEXICO, AS A DANGER AND MENACE TO THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC.

WHEREAS, the Board of County Commissioners, pursuant to NMSA 1978, Sections 3-18-5 and 4-37-1 and the code of Dona Ana County Chapter 350§146 Dangerous Buildings, has the authority to adopt a Resolution finding that a particular ruined, damaged, or dilapidated building, structure or premises covered with ruins/rubbish is a danger or menace to the public comfort, health, peace or safety to the citizens of Dona Ana County, and to require the removal of the building, structure, ruins/rubbish; and

WHEREAS, based upon the evidence submitted to the Board of County Commissioners by the staff of Dona Ana County Building Services Division at a regularly scheduled meeting held on October 14, 2025, the Commission finds that the property located at 1130 W. Wicker, in Dona Ana County, New Mexico, is ruined, damaged, and dilapidated, and that the premises are covered with ruins/rubbish, and that the property is a danger and a menace to the citizens.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of County Commissioners hereby declares that the property located at 1130 W. Wicker, in Dona Ana County, New Mexico, including the structures on the property, is a danger and menace to the comfort, health, peace, and safety of the citizens of Dona Ana County.

2. The owner, occupant, or agent in charge of said building is to commence the removal of the building, structure, ruin/rubbish on the premises within ten (10) days of service of a copy of this Resolution, or of the posting and publishing of a copy of this Resolution. In the alternative, within the said (10) days, the owner, occupant, or agent in charge of the property may file a written objection with the County Clerk, asking for a hearing before this Commission.

3. In the event that the owner, occupant or agent in charge of said property fails within the ten (10) days described above to commence removal or file a written objection asking for a hearing, County staff is hereby authorized to follow the enforcement procedures as set forth in NMSA 1978, Section 3-18-5, and the code of Dona Ana County Chapter 350§146 Dangerous Buildings, as well as any other enforcement procedures allowed by law.

STATE OF NEW MEXICO
DOÑA ANA COUNTY

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

Doña Ana County
Community Development Department
Advance Planning ▫ Current Planning ▫ Building Services ▫ GIS
845 N. Motel Blvd. Las Cruces, NM 88007
(575) 647-7350 - FAX (575) 525-6131 - TTY (575) 525-5951
www.donaanacounty.org

DOÑA ANA COUNTY BUILDING SERVICES
INSPECTOR'S FIELD REPORT OF DANGEROUS BUILDING

1130 W. Wickera — Address of Inspection

4-10-25 — Date of Inspection

Subdivision Lot Block

Owner

Mailing Address

NOTICE

This field report is your notice of violations of The Code of Doña Ana County Chapter 350 §146 Dangerous Buildings. Please see attached memo for your rights. Dona Ana County may pursue its options under the Ordinance and proceed with action to condemn this structure.

For the purpose of this Ordinance, any building, structure or mobile/manufactured home which has any or all of the conditions or defects hereinafter described shall be determined by the Board of County Commissioners to be a dangerous building, provided that such conditions or defects are found to exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Doors, aisles passageways, stairways or other means of exit are not sufficient width or size or are not so arranged as to provide safe and adequate means of exit in case of fire or panic. __YES __NO N/A

2. The walking surface of aisles, passageways, stairways or other means of exit are so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire __YES __NO N/A

or panic.

3. The stress in materials, members or portions thereof, due to all dead and live loads, is more than one and one halftimes the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location. ___YES ___NO N/A

4. Any portion of the structure has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location. ___YES ___NO N/A

5. Any portion or member or appurtenance of the structure is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property. ✓YES ___NO

6. A portion of the building, or a member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached, or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings. ✓YES ___NO

7. A portion of the structure has wracked, warped, buckled or settled to such an extent that the walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction. ___YES ___NO N/A

8. The building or structure, or any portion thereof, because of (i)dilapidation, deterioration or decay; (ii)faulty construction; (iii)the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse. ✓YES ___NO

9. The building or structure, or any portion thereof, is materially unsafe for the purpose for which it is being used. ✓YES ___NO

10. The exterior walls or other vertical structural members listed, lean or buckle to such an extent that a plumbline passing through the center of gravity does not fall inside the middle ___YES ___NO N/A

one third of the base.

11. The building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a habor for vagrants, criminals or immoral persons; as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts. ___YES ___NO N/A

12. The building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided in the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings. ___YES ___NO N/A

13. The building or structure which, weather or not erected in accordance with all applicable laws and ordinances, has in non supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location. ___YES ___NO N/A

14. The building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the Building Inspector unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. ✓YES ___NO

15. The building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistive construction, faulty electric wiring, gas connections of heating apparatus, or other cause, is determined by the Building Inspector to be a fire hazard. ✓YES ___NO

16. The building or structure is in such a condition as to constitute a public nuisance pursuant to New Mexico laws and statues. ✓YES ___NO

17. A portion of the building or structure remains on a site after the demolition of destruction of the building or structure. ___YES ___NO N/A

18. The building or structure is abandoned for a period in excess of six

months so as to constitute such building or portion thereof and attractive nuisance or hazard to the public. ___YES ___NO N/A

19. Yard conditions creating hazards:
- ✓ Broken Glass
- ✓ Rusty Nails
- ✓ Excavations
- _____ Depressions
- _____ Other_____

___YES ___NO

20. Structure shows signs of vandalism:
- ✓ Damaged / Missing Doors
- ✓ Damaged / Missing Windows
- ✓ Damaged / Missing Sheetrock / Paneling
- _____ Damaged / Missing Fixtures (Electrical)
- _____ Damaged / Missing Appliances (Kitchen)
- _____ Damaged / Missing Fixtures (Bathroom)
- ✓ Damaged / Missing Floor Covering
- _____ Damaged / Missing Structural Units

___YES ___NO

21. Structure shows exterior hazards or conditions. ✓YES ___NO
Describe:_____

22. Roof covering is deteriorated: ✓YES ___NO
Describe:_____

23. Structure has no footing / foundation: ___YES ___NO N/A
Describe:_____

24. Structure has settled or weakened due to an unsatisfactory foundation: ___YES ___NO N/A
Describe:_____

25. Fire damaged structure is: ___YES ___NO N/A

Exterior: % of damage_____	Interior: % of damage _____
_____ Doors	_____ Doors
_____ Windows	_____ Sheetrock (ceiling / walls)
_____ Siding	_____ Ceiling joist

26. Miscellaneous structural defects or hazards: ___YES ___NO N/A
Type of defect or hazard: _____

Build Inspector recommendations: Jesus Gomez
( ) Demolish; cannot be repaired
( ) Repair or recondition, can be brought to present standards *
( ) Structure needs to be secured

Notes: Trash accumulation, Broken Windows & Doors
Roof caving in

Jesus Gomez
Inspector

4-10-25
Date

Ana County
y Development Department
g • Planning • GIS • Codes
N. Motel Boulevard
s Cruces, NM 88007

CERTIFIED MAIL™

7012 0470 0001 8759 7965

EL PASO TX 798
AUG 2025 AM 2 L

FIRST-CLASS

US POSTAGE™ PITNEY BOWES
ZIP 88007 $ 010.44⁰
02 7W
0008027445 JUL 31 2025

Angelica Morales
7830 Sunny Sands Dr.
El Paso, TX 799[illegible]

NIXIE 799 DC 1 0008/13/25
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 88007810045 *2206-03500-01-15

VAC

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 0.69
Certified Fee	4.85
Return Receipt Fee (Endorsement Required)	4.10
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$9.64

Community Development
Postmark Here
6-17-24

7012 0470 0001 8759 8290

Sent To: Ana Luisa Morales
Street, Apt. No.; or PO Box No. 1130 West Wicker
City, State, ZIP+4 Chaparal, NM 88081

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 0.74
Certified Fee	$5.30
Return Receipt Fee (Endorsement Required)	$4.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$10.44

Community Development
Postmark Here
7-31-25

7012 0470 0001 8759 7965

Sent To: Angelica Morales
Street, Apt. No.; or PO Box No. 7830 Sunny Sands Dr.
City, State, ZIP+4 El Paso, TX 79915

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Angelica Morales
7830 Sunny Sands Dr.
El Paso, TX 799[illegible] 79912

9590 9402 1392 5285 3767 44

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Doña Ana County

June 16, 2025

Ana Luisa Morales
1130 West Wicker
Chaparral, NM 88081

Re: 1130 West Wicker
Parcel ID: R1708287

The County of Doña Ana is compiling a list of all residential and commercial structures, mobile homes, and recreational vehicles which constitute a hazard to health, safety, or public welfare by reason of abandonment, inadequate maintenance, or fire.

According to the County Assessor's files, you are shown as the person/persons in charge of the above property described. The structure has been abandoned and has been deemed UNSAFE by the County Building Official per The Code of Doña Ana County Chapter 350 §146 Dangerous Buildings and the 2015 IBC Section 116 & 116.1 ["Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe."] You are requested by the Doña Ana County Building Services Division to contact this office within fifteen (15) days upon receipt of this letter stating your intention regarding the above property. If contact is not made with this office, the property will, by law, undergo the necessary steps towards condemnation. If the County of Doña Ana condemns the property and the County is forced to clear the property of hazardous structures and debris, a lien will be filed against the property to cover the cost of the removal work.

If you, however, plan to demolish the structure, a permit from this office will be required. The cost of a demolition permit is $45.00 and once this is done you can get the structure off the tax rolls and pay taxes on the property only.

Thank you for your immediate reply to this matter, if you should have any questions, you may contact out office at (575) 647-7350, option 1 Monday thru Friday from 8:00am to 5:00pm.

Sean Vick, County Building Official
Doña Ana County Building Services
845 N. Motel Blvd.
Las Cruces, NM 88007

Doña Ana County

16 de Junio de 2025

Ana Luisa Morales
1130 West Wicker Rd
Chaparral, NM 88081

Re: 1130 West Wicker Rd
ID de Propiedad: R1708287

El Condado de Doña Ana está compilando una lista de todas las estructuras residenciales y comerciales, casas móviles y vehículos recreativos que constituyen un peligro para la salud, la seguridad o el bienestar público por motivo de abandono, mantenimiento inadecuado o incendio.

Según los archivos del Tasador del Condado, usted aparece como la persona o personas a cargo de la propiedad descrita anteriormente. La estructura ha sido abandonada y el Oficial de Construcción del Condado la ha considerado INSEGURA según el Código del Condado de Doña Ana Capítulo 350 §146 Edificios Peligrosos y las Secciones 116 y 116.1 del IBC de 2015 ["Las estructuras inseguras deben ser derribadas y removidas o se deben hacer seguras, según lo considere necesario el funcionario de la construcción y según lo dispuesto en esta sección. Una estructura vacía que no esté asegurada contra la entrada se considerará insegura".] La División de Servicios de Construcción del Condado de Doña Ana le solicita que se comunique con esta oficina dentro de los quince (15) días posteriores a la recepción de esta carta indicando su intención con respecto a la propiedad mencionada anteriormente. Si no se establece contacto con esta oficina, la propiedad, por ley, se someterá a los pasos necesarios para la expropiación. Si el Condado de Doña Ana expropia la propiedad y el Condado se ve obligado a limpiar la propiedad de estructuras y escombros peligrosos, se presentará un gravamen contra la propiedad para cubrir el costo del trabajo de limpieza.

Sin embargo, si planea demoler la estructura, necesitará un permiso de esta oficina. El costo de un permiso de demolición es de $45.00 y una vez hecho esto, puede sacar la estructura de las listas de impuestos y pagar impuestos solo sobre la propiedad.

Gracias por su respuesta inmediata a este asunto, si tiene alguna pregunta, puede comunicarse con nuestra oficina al (575) 647-7350, opción 1 de lunes a viernes de 8:00 am a 5:00 pm.

Sean Vick, funcionario de construcción del condado
Servicios de construcción del condado de Doña Ana
845 N. Motel Blvd.
Las Cruces, NM 88007

1130 W Wicker




NO
TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL BE
PROSECUTED


1130









DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	October 14, 2025
Initiating Department	**Meeting Date**
Brandi Delgado, Administrative Assistant	34
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

CORRESPONDENCE RECEIVED BY DOÑA ANA COUNTY.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant — Created -
Asma Dawood, Finance Director
Amanda López Askin, County Clerk

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**