

**DONA ANA COUNTY REQUEST FOR SIGNATURE**

**TO:** Fernando Macias, County Manager **Contract/Grant No.** 23-221  
**THRU:** Management Level Reviewer  
**FROM:** Naomi Terry, Department Manager **Phone:** x. 8843  
**DATE:** 5/17/23  
**SUBJECT:** Signature Request – Flock Group, Inc. - Order Form

**Request**

We are requesting signature of the attached Order Form for Flock Group, Inc. The Order Form is for subscription services for license plate reader hardware and applicable professional services to implement the hardware.

**Financial Impact**

The subscription services and required fees will cost \$97,500.00 for twelve (12) months. DASO will pay for this order from their FY 23 budget. An IBR will be required.

**Background**

DASO currently utilizes Flock cameras throughout the county. The cameras are license plate readers used for crime resolution and prevention. The cameras have proven to be beneficial for DASO, therefore administration would like to add more cameras throughout the county. The Order Form is for subscription services to be used for license plate verification ability by use of cameras provided by Flock Group, Inc.

**Recommendation**

We recommend signature of the enclosed Order Form as this purchase will support public safety efforts.

**INTERNAL REVIEWS FOR PROCESSING**

<b>DEPARTMENT</b>	<b>Department please complete this section for Finance Review and Approval.</b> Document Type: Contract <input type="checkbox"/> Grant <input type="checkbox"/> Other _____ Accounting String: <u>10002-20101-72417-200</u> Req. or PO No. <u>Pending IBR</u> Amount <u>\$97,500.00</u> Restricted Funds: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Grant/State Appropriation No. _____	
<b>FINANCE</b>	Reviewed and Approved: <u>E.K. [Signature]</u>	Date: <u>5/25/23</u>
<b>PURCHASING</b>	Bid/RFP # <u>NM Police Agency</u> Authority: BOCC date approved _____ NTE \$100K <input checked="" type="checkbox"/> NMSA Exemption _____ Reviewed and Approved: <u>[Signature]</u>	Date: <u>5/26/23</u>
<b>LEGAL</b>	Reviewed and Approved: <u>[Signature]</u>	Date: <u>5-26-23</u>
<b>REVIEWER NOTES:</b>		



**Flock Safety + NM - Dona Ana County  
SO**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Cait Ruske  
[caitlin.ruske@flocksafety.com](mailto:caitlin.ruske@flocksafety.com)  
2104004222

**flock safety**

# flock safety

## EXHIBIT A ORDER FORM

Customer: NM - Dona Ana County SO  
Legal Entity Name: NM - Dona Ana County SO  
Address: 845 N Motel Blvd Las Cruces, New Mexico  
88005

Initial Term: 12 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$87,000.00
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	30	Included
Flock Safety Falcon ® Flex	Included	4	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$350.00	30	\$10,500.00
Subtotal Year 1:			\$97,500.00
Annual Recurring Subtotal:			\$87,000.00
Discounts:			\$26,000.00
Estimated Tax:			\$0.00
Contract Total:			\$97,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

### Special terms:

- This agreement is governed by the previously accepted term State of New Mexico Price Agreement executed on January 13th, 2023.



5/15/23

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### **Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$97,500.00
<b>Annual Recurring after Year 1</b>	
<b>Contract Total</b>	\$97,500.00

\*Tax not included

### **Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$17,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$9,000.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
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One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer: NM - Dona Ana County SO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



Fernando R. Macias  
County Manager

Date  
4/1/23



**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendor:**  
**9 Vendors Awarded- Refer to pages 6 and 7 for details**

Price Agreement Number: 30-00000-22-00018

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6

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

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 670-1561

Email: raelynn.lujan@gsd.nm.gov

**Invoice:**  
**As Requested at Time of Order**

Title: **License Plate Recognition**

Term: **January 13, 2023 thru January 12, 2024**

**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: 1/13/2023

New Mexico State Purchasing Agent

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

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

*JDL*

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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 this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

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

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

### Statewide Price Agreement

#### Article I – Statement of Work

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

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

#### Article II – Term

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

#### Article III – Specifications

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

#### Article IV – Shipping and Billing Instructions

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

#### Article V – Termination

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

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

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

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Awarded Vendors:**

**(AA) 0000140345**  
**A-Com Technologies**  
**9007B Washington St NE**  
**Albuquerque, NM 87113**  
**(505) 344-1370**  
**gabes@a-comtech.com (Sales)**  
**admin@a-comtech.com (Orders/billing)**  
**richardt@a-comtech.com (Service)**

**Payment Term: Net 30**  
**FOB: Destination**  
**Delivery: As Requested**

**(AB) 0000144174**  
**Voyageur Security**  
**dba: Access Technologies Inc.**  
**1301 Cuesta Arriva CT NE, Suite B**  
**Albuquerque, NM 87113**  
**(505) 341-0202**  
**sales@atisw.com**  
**service@atisw.com**

**Payment Term: Net 30**  
**FOB: Destination**  
**Delivery: FOB Destination**

**(AC) 0000170812**  
**Flock Group Inc.**  
**PO Box 207576**  
**Dallas, TX 75320-7576**  
**(210) 400-4222, (415) 385-9580**

**Payment Term: Net 30**  
**FOB: Destination**  
**Delivery: As Requested**

As Requested. Flock Safety technicians are in possession of the required hardware from Flock's regional warehouses to the desired deployment locations. They will be responsible for taking hardware to the agreed upon locations for installation

**Caitlin.ruske@flocksafety.com**  
**mark.smith@flocksafety.com**  
**Support@flocksafety.com**

**(AD) 0000059268**  
**Portable Computer Systems, LLC**  
**7300 N. Via Paseo del Sur, Suite 202**  
**Scottsdale, AZ 85285**  
**(480) 500-1750**  
**sales@route1.com**

**Payment Term: Net 30**  
**FOB: Destination**  
**Delivery: As per terms specified in ITB.**

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

**Payment Term: Net 30**  
**FOB: Destination**  
**Delivery: As Requested**

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**(AF) 0000170815**

**Selex ES**

**a Leonardo Company**

**4221 Tudor Lane**

**Greensboro, NC 27410**

**(970) 560-7990**

**(866) 967-4900**

**desiree.holland@leonardocompany-us.com**

**orders@leonardocompany-us.com**

**Payment Term: Net 30**

**FOB: Destination**

**Delivery: As Requested**

**Awarded Vendors Continued:**

**(AG) 0000170944**

**TRAFFIPAX, LLC**

**dba JENOPTIK SMART MOBILITY SOLUTIONS**

**16490 Innovation Drive**

**Jupiter, FL 33478**

**(949) 603-6615**

**(561) 881-7400**

**trafficsolutions@jenoptik-inc.com**

**LPR@JENOPTIK-INC.COM**

**Payment Term: Net 30**

**FOB: Destination**

**Delivery: 16490 Innovation Drive, Jupiter, FL 33478**

**(AH) 0000137078**

**Utility Associates, Inc.**

**250 E. Ponce de Leon Avenue, Suite 700**

**Decatur, GA 30030**

**(800) 597-4707**

**accounting@utility.com**

**support@utility.com**

**Payment Term: Net 30**

**FOB: Destination**

**Delivery: 250 E. Ponce de Leon Avenue, Suite 700 Decatur, GA 30030**

**(AI) 0000170809**

**Vetted Security Solutions**

**4185 35th St. N**

**St. Petersburg, FL 33714**

**(561) 685-7538**

**(727) 440-3245**

**rbach@vettedsecuritysolutions.com**

**Payment Term: Net 30**

**FOB: Destination**

**Delivery: As Requested**



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**Specifications:**

Establish a Price Agreement for License Plate Recognition (LPR) systems, parts, installation, and repairs. The purpose of the specifications is to establish acceptable products to be used and serviced for the New Mexico State Police and other law enforcement agencies. These services and products will be installed, repaired, replaced, etc. all throughout the state.

**Term:**

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 three (3) 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 four (4) years.

The LPR system must be capable of taking photos of vehicles, then using Optical Character Recognition (OCR) algorithms to capture and analyze license plate data, as well as date, time, GPS coordinates, vehicle type, vehicle color, and other vehicle features unique to the vehicle such as a bumper sticker, window sticker, or alterations to the vehicle. The LPR system shall include the capabilities to interface with other agencies systems and internal systems to the Procuring Agency. A cost schedule to develop an integrated interface is requested.

The LPR system will enhance traffic enforcement and investigations with real-time alerts and will support investigations by providing real-time information for analysis.

The LPR system shall have the capability for the following use:

1. Fixed
2. Quick Deploy
3. Video-Based
4. Trailer
5. Mobile
6. In-Car Integrated
7. App-Based
8. Software as a Service (SaaS)/Cloud Computing System (Pricing for Cloud Storage and on-premises server storage).
9. Licenses for software and end users 1 to 1000

The Procuring Agency serves as the Criminal Justice Information Services (CJIS) security, CJIS Systems Agency (CSA) for the State of New Mexico. Pursuant to the CJIS Security Policy, developed and published by the Federal Bureau of Investigation, the Contractor shall comply with all requirements of the CJIS Security Policy, as updated. Specifically, this includes but is not limited to complying with the specifications in "Private Contractor User Agreements and CJIS Security Addendum" (currently CJIS Security Policy version 5.9, 6/1/2020, Section 5.1.1.5). Contractor shall ensure that its employees who will have access to Procuring Agency's IT resources shall execute, and shall each provide to Procuring Agency, a CJIS Security Addendum, attached hereto as Exhibit B. The parties acknowledge that this is a material term of this Agreement.

**Tax Note:**

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 the ordering Agency.

**Mileage and Per Diem:**

The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: <https://www.irs.gov/tax-professionals/standard-mileage-rates/> Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

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**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.

**Bidding Information:**

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

**Warranty Repairs:**

While the unit(s) provided hereunder must be under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the Vendor's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

**Payments and Invoicing:**

Within fifteen (15) days after the date the ordering Agency receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the ordering Agency shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the ordering Agency 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 Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the ordering Agency that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the 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.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the ordering Agency, Secretary of his/her duly authorized representative. Order of Precedence:

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design, equal or better.

**Shipping Note:**

Prepay freight and add to invoice as a separate item.

**Multiple Awards:**

Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum and submittal requirements" of the Invitation to Bid. This may be a multiple award contract. 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.

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**Payment or Acceptance Not Conclusive:**

Vendor must supply agency with an invoice for payment. No payment made under this 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 Vendor 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 Vendor has furnished inferior items or had departed from the specifications and/or the terms of the 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 Vendor.

**Escalation/De-escalation Clause:**

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

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

- 1) Agreement Item Number
- 2) Current Item Price
- 3) Proposed New Price
- 4) Percentage of Increase
- 5) Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase

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

The ordering Agency upon review of an escalation or decrease request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

**Quantities:**

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the ordering Agency and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

\*\*\*\* Note to Bidders, please submit entire document when bidding. \*\*\*



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**Awarded Items:****Vendor (AA) A-Com Technologies**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	Specifications for Fixed Deployment Type:	Genetec	SHARP V	\$5,390.76	10% off MSRP	1yr Advance Replacement \$85.00 HR	\$1,000.00	
2	Specifications for Quick Deployment Type:	Genetec	CLOUDR UMMER CRH2	\$2,245.50	10% off MSRP	Warranty Included in Price \$85.00 HR	\$1,000.00	
3	Specifications for Video-Based Type:	Genetec	Enterprise Camera Connection	\$225.00	10% off MSRP	\$85.00	\$1,000.00	
4	Specifications for Trailer Deployed Type:	Genetec	CLOUDR UMMER CRH2	\$2,245.50	10% off MSRP	Warranty Included in Price \$85.00 HR	\$1,000.00	
5	Specifications for Mobile Deployed Type:	Genetec	AUTOVU Z3	\$20,917.58	10% off MSRP	1yr Advance Replacement \$85.00 HR	\$1,000.00	
6	Specifications for In-Car Integrated Type:	Genetec	AUTOVU Z4	\$20,917.58	10% off MSRP	1yr Advance Replacement \$85.00 HR	\$1,000.00	
7	Specifications for App-Based Type:	No Bid						
8	Specifications for Software as a Service/Cloud Computing System Type:	Genetec	AUTOVU MANAGE D SERVICE	\$7,839.00	10% off MSRP	1yr Advance Replacement \$85.00 HR	\$1,000.00 Additional Users SCS- USER -1Y \$74.25	

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**Vendor (AB) Voyageur Security dba: Access Technologies Inc.**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	<b>Specifications for Fixed Deployment Type:</b>	Genetec	Package 1: Black AutoVu™ Sharp V	\$9,569.06	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem
2	<b>Specifications for Quick Deployment Type:</b>	Genetec	Package 2: AutoVu Cloudrunner CR-H2	\$2,348.24 annually	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem
3	<b>Specifications for Video-Based Type:</b>	Genetec	Package 3: Video- Based SharpV	\$9,678.29	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem
4	<b>Specifications for Trailer Deployed Type:</b>	Genetec	Package 4: AutoVu™ Cloudrunner CR-H2	\$2,348.24 annually	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem
5	<b>Specifications for Mobile Deployed Type:</b>	Genetec	Package 5: AutoVu™ SharpZ3	\$24,289.38	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem
6	<b>Specifications for In-Car Integrated Type:</b>	Genetec	Package 6: AutoVu™ SharpZ3	\$24,289.38	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem
7	<b>Specifications for App-Based Type:</b>	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
8	<b>Specifications for Software as a Service/Cloud Computing System Type:</b>	Genetec	Package 8: AutoVu Managed	\$7,382.61	2%	\$ 125.00	Cost dependent on purchasing entity requirements	58.5 cents per mile- Mileage price per mile \$165 per day - Per Diem

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**Vendor (AC) Flock Group Inc.**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	Specifications for Fixed Deployment Type:	Falcon ALPR	V 2.1 & 2.2	\$2,500.00 per camera/ per year One-time install of \$350.00 per location	N/A	One-time install included in fee above	Camera relocation, existing pole non-AC powered \$350 Camera replacement as a result of vandalism, theft or damage \$500 Pole replacement as a result of vandalism, theft or damage \$500	
2	Specifications for Quick Deployment Type:	Falcon Flex	V 2.1	\$3,000.00 per camera/ per year	N/A	N/A: Self-Install		
3	Specifications for Video-Based Type:	Wing Software	N/A	\$1,500.00 per camera application/ per year	N/A	N/A	N/A	
4	Specifications for Trailer Deployed Type:	Falcon Flex ALPR- Trailer not included	V 2.1	\$3,000.00 per camera/ per year	N/A: Self-Install	N/A		
5	Specifications for Mobile Deployed Type:	Falcon Flex	V 2.2	\$3,000.00 per camera/per year	N/A	N/A: Self-Install	Camera replacement as a result of vandalism, theft, or damage \$1000	
6	Specifications for In-Car Integrated Type:	N/A	N/A	N/A	N/A	N/A	N/A	
7	Specifications for App-Based Type:	FlockOS	N/A	Included in Cost	Included in Cost	Included in Cost	N/A	
8	Specifications for Software as a Service/Cloud Computing System Type:	FlockOS	N/A	Included in Cost	N/A	N/A	N/A	

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**Vendor (AD) Personal Computer Systems, LLC**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	<b>Specifications for Fixed Deployment Type:</b>	Genetec	AU-K-V-BS-850- LC ADV-LPR-F1Y	\$3,344.09	10%	\$150.00	Dependent on Environment and Scope	Includes SharpV Cameras plus Licensing to Operate. Includes Warranty
2	<b>Specifications for Quick Deployment Type:</b>	Genetec	CRS-CRH2-850-LTE	\$ 2,233.03 per year	10%	\$135.00	Dependent on Environment and Scope	Includes camera, solar panels and configuration
3	<b>Specifications for Video-Based Type:</b>	Genetec	GSC-OM-E-1C ADV-CAM-E1Y	\$125.00 one-time camera plus \$25.20 per year per camera	10%	\$150.00	N/A	*All ALPR in other Deployment Types have the capability to capture a context image. These part numbers are for Omnicast Licenses to connect additional third-party video cameras to Security Center. No hardware included
4	<b>Specifications for Trailer Deployed Type:</b>	Route1/ Trans Supply	SMC-4000 Trailer	\$25,186.59	10%	\$150.00	Dependent on Environment and Scope	4'x8' Display Mini Full Matrix Message Board Radar Option Included Data Modem Route1 Technology and Communication Package * Shipping costs not included.
5	<b>Specifications for Mobile Deployed Type:</b>	Genetec	AU-K-P3Z3-BASE AU-Z3-GENERIC-Quantity 3 AU0H-Z3-BHARDM NT ADV-LPR-M-1Y	\$12,394.89	10%	\$150.00	\$1,840.39 per vehicle	* Includes 3 Camera SharpZ3 System with all necessary in-vehicle software to operate. Tablet and modems not included - can be purchased as related accessories.

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**Vendor (AD) Personal Computer Systems, LLC**  
**continued**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
6	Specifications for In-Car Integrated Type:	Genetec	AU-K-P3Z3-BASE AU-Z3-GENERIC-Quantity 3 AU0H-Z3-BHARDM NT ADV-LPR-M-1Y	\$14,235.28	10%	\$150.00 (Original installation cost included)	N/A	* Includes 3 Camera SharpZ3 System with all necessary in-vehicle software to operate. Tablet and modems not included - can be purchased as related accessories. Include in-vehicle installation and training.
7	Specifications for App-Based Type:	Route1	MobiLPR	\$550.00	N/A	\$135.00	N/A	per mobile device per year
8	Specifications for Software as a Service/Cloud Computing System Type:	Genetec	SCS-AV-MS2.0-GOVT PS-AV-AMS-50-NA	\$ 5,831.00 per year	N/A	\$135.00	N/A	*CJIS compliant hosting of Security Center by Genetec. Includes Security Center software licensing.

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Vendor (AE) R.T.C., Inc.

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	Specifications for Fixed Deployment Type:	Motorola	L5F Fixed LPR (Includes 2 LPR Cameras, 2 Brackets, and 1 coms box)	\$12,355.00	20%	\$95.00		Due to limited location information, miscellaneous cost may be incurred and is dependent upon site analysis. This may include but is limited to traffic controllers or lane closures.
2	Specifications for Quick Deployment Type:	Motorola	L6Q Quick Deploy LPR Camera	\$6,815.00	20%	\$95.00		Due to limited location information, miscellaneous cost may be incurred and is dependent upon site analysis.
3	Specifications for Video-Based Type:	N/A	N/A	N/A	N/A	N/A		
4	Specifications for Trailer Deployed Type:	Motorola	Advanced 2-Camera LPR w/ message Board	\$66,751.87	20%	\$95.00		Due to limited location information, miscellaneous cost may be incurred and is dependent upon site analysis. This may include but is
5	Specifications for Mobile Deployed Type:	Motorola	L5M Mobile LPR	\$15,295.00	20%	\$95.00		Due to limited location information, miscellaneous cost may be incurred and is
6	Specifications for In-Car Integrated Type:	N/A	N/A	N/A	N/A	N/A	N/A	
7	Specifications for App-Based Type:	Motorola	Mobile Companion	Included at no cost with purchase of any Motorola LPR Camera	N/A	N/A		Due to limited location information, miscellaneous cost may be incurred and is dependent upon site analysis. This may include but is limited to traffic controllers
8	Specifications for Software as a Service/Cloud Computing System Type:	Motorola	LEARN/ Vehicle Manager	Learn licenses are included at no cost with purchase of LPR Cameras	N/A	N/A		Due to limited location information, miscellaneous cost may be incurred and is dependent upon site analysis. This may include but is limited to traffic controllers or lane closures.

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**Vendor (AF) Selex ES a Leonardo Company**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	Specifications for Fixed Deployment Type:	ELSAG	F4-2-Lane Camera (2 qty)	\$25,248.61		\$ 160.00		
2	Specifications for Quick Deployment Type:	ELSAG	Street Sentry South	\$7,519.00 (purchase)		\$ 160.00		Annual lease option is \$4,434.00/ year
3	Specifications for Video-Based Type:	ELSAG	VPH V350 (2 camera qty)	\$16,624.71		\$ 160.00		
4	Specifications for Trailer Deployed Type:	ELSAG	MPH Trailer	\$36,756.91		\$ 160.00	Freight is not included	
5	Specifications for Mobile Deployed Type:	ELSAG	M7 2-Camera	\$12,775.00		\$ 160.00		
6	Specifications for In-Car Integrated Type:	ELSAG	In Car Integrated	\$4,995.00		\$ 160.00	Annual license of \$600.	Compatible with Pro Vision system which would be purchased separately.
7	Specifications for App-Based Type:	N/A	N/A	N/A	N/A	N/A	N/A	
8	Specifications for Software as a Service/Cloud Computing System Type:	ELSAG	National HIDTA EOC	\$1,275.00 per processor		\$ 160.00		

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**Vendor (AG) TRAFFIPAX, LLC dba JENOPTIK SMART MOBILITY SOLUTIONS**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	Specifications for Fixed Deployment Type:	Jenoptik	Vector ALPR Camera SMP	NCPA Vector \$17,500.00, power supply \$1,800.00	35%	\$1,500.00/ camera installation, \$150.00 / hour support		
2	Specifications for Quick Deployment Type:	Jenoptik	Jenoptick	\$8,000.00	35%	\$150.00 / hour support		
3	Specifications for Video-Based Type:	Jenoptik	Jenoptick	\$7,500.00	35%	\$1,500.00 per system, \$150.00 / hour support		
4	Specifications for Trailer Deployed Type:	Jenoptik	Surveillance Trailer 1 Vector ALPR camera	NCPA \$48,852.00	35%	\$150.00 / hour support		
5	Specifications for Mobile Deployed Type:	Jenoptik	Jenoptik	\$18,290.00	35%	\$150.00 / hour support		
6	Specifications for In-Car Integrated Type:	Jenoptik	Mobile ALPR 1 camera	NCPA \$8,490.00	35%	\$1,500.00 per system, \$150.00 / hour support		
7	Specifications for App-Based Type:	Jenoptik	TraffiApp	\$20.00 / mo per device	35%	\$150.00 / hour support		
8	Specifications for Software as a Service/Cloud Computing System Type:	Jenoptik	TraffiData	NCPA \$1,400.00 per Vector, \$1,200.00 per In Car	35%	\$150.00 / hour support		



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**Vendor (AG) Utility Associates, Inc.**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	Specifications for Fixed Deployment Type:	ALPR by Utility	APRFX-H-4001	\$6,020.00		Included in Price	Included in Price	Note: includes enclosure, solar panels, poles
2	Specifications for Quick Deployment Type:	N/A	N/A	N/A	N/A	N/A	N/A	
3	Specifications for Video-Based Type:	N/A	N/A	N/A	N/A	N/A	N/A	
4	Specifications for Trailer Deployed Type:	ALPR Trailer by Utility	ALPR-H-1010117	\$22,500.00		Included in Price	Included in Price	Note: includes Rugged Mobile Trailer with Solar Panels, Batteries, Cabling and Enclosure for Rocket Communications Hardware Bundle
5	Specifications for Mobile Deployed Type:	RocketlotTM by Utility	ALPRCO M-H-4001	\$2,800.00		Included in Price	Included in Price	Note: Includes the Rocket Communications Hardware Bundle
6	Specifications for In-Car Integrated Type:	RocketlotTM by Utility	ALPRCO M-S-4005	\$14,200.00		Included in Price	Included in Price	Note: includes the Rocket Communications Hardware Bundle plus Avail (Polaris) SaaS Warranty with 24/7 Technical Support – 5 yrs.
7	Specifications for App-Based Type:	N/A	N/A	N/A	N/A	N/A	N/A	
8	Specifications for Software as a Service/Cloud Computing System Type:	N/A	N/A	N/A	N/A	N/A	N/A	

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**Vendor (AI) Vetted Security Solutions**

Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
1	<b>Specifications for Fixed Deployment Type:</b>	Vetted Solutions	Single IP Camera Enclosure (AC Power)	\$5,693.67	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions Inc	Single L5F Camera / Enclosure (AC Power)	\$8,520.43	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Vetted Solutions	Single IP Camera Solar Enclosure	\$10,152.77	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Vetted Solutions	Single L5F Camera Solar Enclosure	\$16,082.03	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
2	<b>Specifications for Quick Deployment Type:</b>	Motorola Solutions	L6Q	\$6,495.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments - Annual License	\$250.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
3	<b>Specifications for Video-Based Type:</b>	Motorola Solutions	LINC	\$450.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
4	<b>Specifications for Trailer Deployed Type:</b>	Vetted Security Solutions	VSS-STD-LTE-VLT	\$23,529.34	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Vetted Security Solutions	VSS-STD-SPD-VLT	\$23,627.30	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	

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**Vendor (A) Vetted Security Solutions**  
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Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
		Vetted Security Solutions	VSS-STD- SPD-VLT- LR	\$36,469.84	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Vetted Security Solutions	VSS-STD- MSG-VLT	\$38,190.43	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Vetted Security Solutions	VSS-XL- MSG-VLT	\$44,161.44	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Vetted Security Solutions	VSS-XL- MSG-VLT- PTZ	\$51,002.70	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
5	<b>Specifications for Mobile Deployed Type:</b>	Motorola	Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit includes universal mag mount brackets	\$7,500.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit includes universal mag mount brackets	\$9,550.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit includes universal mag mount brackets	\$11,950.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit includes universal mag mount brackets	\$13,500.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	

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**Vendor (AI) Vetted Security Solutions  
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Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
		Motorola Solutions	Vigilant 2- Camera Tablet- Based L5M HD Mobile LPR System includes universal mag mount	\$12,950.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Vigilant 3- Camera Tablet- Based L5M HD Mobile LPR System includes universal mag mount	\$14,995.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Ruggedized VLP Mobility Kit for Vigilant Mobile LPR	\$1,057.63	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Ruggedized VLP Mobility Kit for Vigilant Mobile LPR	\$2,009.16	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
6	<b>Specifications for In-Car Integrated Type:</b>	Motorola Solutions	Watchguard (license fee to tie in each WG system annual cost)	\$490.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
7	<b>Specifications for App-Based Type:</b>	Motorola Solutions	Mobile Companion Application		15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	VS-MC-MP-H Mobile Companion App + MP Single User License	\$270.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	VS-MC-MP-S Multi Plate Upgrade Single User License	\$90.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
8	<b>Specifications for Software as a Service/Cloud Computing System Type:</b>	Motorola Solutions	Basic Service Licensing for 0-14 cameras	\$525.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Systems	Basic Service Licensing for 15-30 cameras	\$450.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	

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**Vendor (AI) Vetted Security Solutions**  
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Item	Description	Make	Model	Price	Percent	Repair	Miscellaneous	Comments
		Motorola Solutions	Basic Service Licensing for 31-60 cameras	\$400.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	
		Motorola Solutions	Basic Service Licensing for over 60 cameras	\$275.00	15%	Project Manager: \$95 per hour System Technician \$55 per hour	N/A	

\*\*\* 8 Items Total \*\*\*

**Certificate Of Completion**

Envelope Id: C862EA191E314ACC8EF5E3E6445C67E7  
Subject: GSD/SPD Procurement#: 30-00000-22-00018  
Source Envelope:  
Document Pages: 23  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

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

**Record Tracking**

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1/12/2023 11:51:16 AM  
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Storage Appliance Status: Connected

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Raelynn.Lujan@gsd.nm.gov  
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Pool: GSD

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Location: DocuSign

**Signer Events**

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)

**Signature**

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

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Resent: 1/13/2023 9:06:18 AM  
Viewed: 1/13/2023 9:09:01 AM  
Signed: 1/13/2023 11:16:45 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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: 98.60.119.245

Sent: 1/13/2023 11:16:48 AM  
Viewed: 1/13/2023 3:08:06 PM  
Signed: 1/13/2023 3:08:14 PM

**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: 1/13/2023 3:08:16 PM  
Viewed: 1/13/2023 3:09:18 PM  
Signed: 1/13/2023 3:11:15 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

1/12/2023 11:58:38 AM

Certified Delivered

Security Checked

1/13/2023 3:09:18 PM

Signing Complete

Security Checked

1/13/2023 3:11:15 PM

Completed

Security Checked

1/13/2023 3:11:15 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.



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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.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

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

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

(2) Send SPD an email to [GSD.SPDinfo@state.nm.us](mailto: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.

FILE NO. ASSIGNED: AR 23-95

HAS THIS ISSUE/SIMILAR ISSUE BEEN SEEN BY LEGAL BEFORE: YES ☒ NO ☐

23-521  
**RECEIVED**  
MAY 26 2023  
By: Allysha

**CONFIDENTIAL**  
**REQUEST FOR LEGAL WORK**

REQUESTING DEPARTMENT: DASO CONTACT PERSON: Naomi Terry

DATE OF REQUEST: 5/17/23 PHONE NUMBER: 8843

PROVIDE ANY FIRM DEADLINE THAT MAY APPLY TO THIS PROJECT: As soon as possible

PRIORITY: ☐ LOW ☒ MED ☐ RUSH

EXPLAIN RATIONALE FOR PRIORITY: Fiscal year deadlines for procurement.

DESCRIPTION OF WORK: (Or Scope of Work, if Contract Request):  
-Administrative Review for County Manager  
-Need signature on "Order Form" for Flock Group, Inc.

DOCUMENTS SUBMITTED, IF ANY:  
Client Agreement provided by Information Discovery Services LLC  
"Order Form" for Flock Group, Inc.  
County Manager signature form

SIGNATURE OF REQUESTING DEPARTMENT HEAD Naomi Terry Initials: NT

For Legal Department use:

ATTORNEY ASSIGNED: NG

NOTES FROM CA:

05/26/23: signed. AD to [signature] /rm  
CM  
(rm)

DOCKETED FOR NEXT REVIEW: BY:

DATE WORK DONE: 5-26-2023

ML  
GL