State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000116813
Code 3 Services, LLC
2323 Aztec Road NE, Suite A
Albuquerque, NM 87107
Attn: David Jones at 505-407-2310

Price Agreement Number: 70-000-16-00114AD
Price Agreement Amendment No.: Two
Term: November 04, 2016 – November 04, 2020

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political Subdivisions and Local Public Bodies allowed by law.

Invoice:
As Requested

Title: Communications, Radio Equipment, Parts, Accessories and Related Services

This Price Agreement 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.

- Extend the Term of the Agreement from November 4, 2018 through November 4, 2020.
- Add the attached price list.
- Update the Awarded Vendor’s address to 2323 Aztec Road, NE Suite A, Albuquerque, NM 87107

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

[Signature]

New Mexico State Purchasing Agent

Date: 11/01/2018

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

DS
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

In reference to SPA 70-000-16-00014AD

Please update our address
2323 Aztec Rd NE -- STE A
Albuquerque, NM 87107

We would like to add the following Manufacturers to our contract

17. Codan – LMR RADIO – Catalog – Repeaters – 15% off MSRP
18. Cisco – LMR Networking – Catalog – LMR Networking – 5% off MSRP
19. Juniper – LMR Networking – Catalog – LMR Networking – 5% off MSRP
20. Microwave Networks – LMR Network – Catalog – 5% off MSRP
21. CommScope – LMR ACCY – Catalog – 15% off MSRP
22. Sinclair – LMR ACCY – Catalog – 15% off MSRP
23. JPS Interoperability Solutions – LMR RADIO – Catalog – 5% off MSRP
24. Newmar – LMR POWER – Catalog – 10% off MSRP

II. Implementation Services UPDATE PRICES

1. System Technologist – No Discount - $125 Per Hr
2. Standard Shop Install – No Discount - $95 Per Hr
3. Mobile Radio Install – No Discount - $95 Per Hr
4. Radio Programming – No Discount - $55 Per Hr
5. Software Installation – No Discount - $125 Per Hr
6. Training – No Discount - $175 Per Hr
7. Post Warranty Maintenance – No Discount - $210 Per Hr
8. Support Services – No Discount - $125 Per Hr

**We would like to ADD the following to Implementation Services**

9. Design Engineering – No Discount - $250 Per Hr
10. Senior System Engineer - No Discount – $300 Per Hr
11. Engineer – No Discount - $175 Per Hr
12. Travel per hour – No Discount - $85
13. Pre-diem per person per day – No Discount - $150
14. Consulting – No Discount - $175 Per Hr

Thank you

David A. Jones
Code 3 Service
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000116813
Code 3 Services, LLC
3300 Columbian Dr. NE, Suite B
Albuquerque, NM 87107
Attn: David Jones at 505-407-2310

Price Agreement Number: 70-000-16-00014AD
Price Agreement Amendment No.: One
Term: November 04, 2016 – November 04, 2018

Ship To:
All State of New Mexico Agencies, Commissions, Institutions, Political Subdivisions and Local Public Bodies allowed by law.

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521

Invoice:
As Requested

Title: Communications, Radio Equipment, Parts, Accessories and Related Services

This Price Agreement 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.

   Extend the Term of the Agreement from November 4, 2016 through November 4, 2018

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

[Signature]
New Mexico State Purchasing Agent

Date: 11/01/2017

NM State Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
DS
State of New Mexico  
General Services Department  
Statewide Price Agreement

Awarded Contractor  
00000116813  
Code 3 Services, LLC  
3300 Columbia Dr. NE, Suite B  
Albuquerque, NM 87107  
Attn: David Jones  
Telephone: 505-407-2310

Price Agreement Number: 70-000-16-00014AD  
Payment Terms: Net 30

F.O.B.: Destination  
Delivery: See Contract

Procurement Specialist: Debra Saiz  
Telephone No.: 505-827-0521

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

Invoice:  
As Requested

Title: Communications, Radio Equipment, Parts, Accessories and Related Services

Term: November 04, 2016 to November 04, 2017

This Price Agreement is made subject to the “terms and conditions” shown on the attached pages as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent  
Date: 11/04/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the bid, a binding contract is created.

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

3. **Assignment:**
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, 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 Contractor from the obligations and liabilities under this order.
   
   b. Contractor 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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

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 Contractor'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 Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Contractor 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 Contractor'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 Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
    
    b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
    
    c. Invoices must be submitted to the 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 Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. 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 Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination**: Contractor 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).


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.

**Awards**

**Determination of Lowest Bidder** – Following determination of product acceptability, if any is required, bids will be
evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

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://www.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!

New Mexico Pay Equity Initiative
Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractors in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Contractor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

STATEWIDE PRICE AGREEMENT TERMS AND CONDITIONS

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 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 contractor 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 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 – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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.

Contract Term
The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) 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.
Price agreement renewals are on a year-by-year basis and subject to approval of State Purchasing, and the Contractor. 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 list may be negotiated after the second year at the discretion of State Purchasing.

Contract Performance Monitoring
Monitoring the performance of the contractor is a key function of proper contract administration to ensure that the contractor is performing all duties in accordance with the awarded contract and for the procuring agency to be aware of and address 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
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 offeror should be warranted for defects in materials and workmanship for a minimum of one (1) calendar year, or the manufacturer's standard U.S. warranty period, from the date of delivery to the purchaser. If the offeror 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 favorable as any warranties provided to other governmental or retail customers. The offeror should provide the authorized purchaser with any manufacturer warranty information or registration materials for items proposed supplied as a result of this procurement.

In the event defects become evident within the manufacturer's warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the State.

Extended Warranty
If the radio equipment are subject to an extended warranty option it should be so noted and the price(s) of the extension(s) should be quoted in the Equipment and Services Schedule (ESS).

Out of Warranty Repair Service and Parts
The offeror may agree to service and repair all equipment sold by the offeror to authorized purchasers under the scope of this procurement for the term of any agreement resulting from this solicitation.

Send-in maintenance coverage may be available for all items sold. Such servicing and repairs may be performed on either a time and materials basis or maintenance agreement basis at the option of the purchaser of the equipment and should be provided throughout the life of the Price Agreement.

The offeror 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 offerors should also agree to perform upgrades and/or modifications approved by the equipment's manufacturer on send-in time and material basis, fixed fee basis or make the materials required for the modification/upgrade available to the Agency for self-installation.

Warranty on Repairs
The offeror should warrant 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 offeror may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the offeror agrees to perform such repairs, upgrades or modifications, the repair should be warranted for a period of at least 90 days from the date of repair.

**Technical Support**
All contractors should make available factory level technical support of all items they offer to the Agency. This support may be by means of a telephone call 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 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, feasibility studies, terrain analysis, site development, system documentation and system trouble shooting.

**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 discount of the replacement item shall be similar to the discontinued 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 offeror may include on the ESS a list of all training classes, seminars, etc. that is available for the equipment offered to the Agency in the proposal. The offeror should list the price of each class, etc., the location where each is held, the duration of each and the maximum number of students per class. The offeror 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 format are recognized as viable training programs and should be included in the offerors list if available. The video training programs must be of the same technical level as the live classroom instruction provide by the offeror.

**Shipping**
Unless the purchaser specifically request a different location with the State of New Mexico, all equipment purchased by the Department of Information Technology will be shipped to the address below.
Administrative Fee and Reporting:

1. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period Ending:</th>
<th>Report Due Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>September 30</td>
<td>October 30</td>
</tr>
<tr>
<td>Second</td>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>Third</td>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Fourth</td>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

2. The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.

3. The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to three-quarters of a percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number 70-000-16-00014AD and include the remittance check with the quarterly sales report.

4. A template for Quarterly Gross Sales Report can be located at http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors
Contractor Contact Information:

Dun & Bradstreet Number: 056528030

Company Name: CODE 3 SERVICE, LLC

Address: 3300 COLUMBIA DR NE, SUITE B
ALBUQUERQUE, NM 87107

Telephone Number: 505 407 2310
Company URL Link: WWW.CODE3SERVICE.COM

Contract Administrator:
Name: DAVID A JONES

Address (if different from Company Address):
SAME

Telephone Number: 505 407 2310
Email: DJONES@CODE3SERVICE.COM

Signature: [Signature]

Additional Contact Information:
Name: 
Title:
Address (if different from Company Address):

Telephone Number: 
Email:

Signature: [Signature]
### 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.*

<table>
<thead>
<tr>
<th>No.</th>
<th>Manufacturer</th>
<th>Product Category</th>
<th>APC</th>
<th>Item</th>
<th>Short Description</th>
<th>% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RELM / BK</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILES, PORTABLES, BASE STATIONS &amp; ACCESSORIES</td>
<td>32% OFF</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>ICOM AMERICA</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILES, PORTABLES, BASE STATIONS &amp; ACCESSORIES</td>
<td>35% OFF</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>KENWOOD</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILES, PORTABLES, BASE STATIONS &amp; ACCESSORIES</td>
<td>25% OFF</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>EF JOHNSON</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILES, PORTABLES, BASE STATIONS &amp; ACCESSORIES</td>
<td>25% OFF</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>HARRIS</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILES, PORTABLES, BASE STATIONS &amp; ACCESSORIES</td>
<td>27% OFF</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>MOTOROLA</td>
<td>ACCESSORIES</td>
<td>CURRENT CATALOG</td>
<td>BATTERIES, CHARGERS, AND OTHER ACCESSORIES</td>
<td>15% OFF</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>UNICATION USA</td>
<td>LMR RADIO &amp; PAGER</td>
<td>CURRENT CATALOG</td>
<td>VOICE PAGERS, PORTABLES, &amp; ACCESSORIES</td>
<td>10% OFF</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>TAIT</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILES, PORTABLES, BASE STATIONS &amp; ACCESSORIES</td>
<td>20% OFF</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>PYRAMID</td>
<td>LMR RADIO</td>
<td>CURRENT CATALOG</td>
<td>MOBILE REPEATERS &amp; ACCESSORIES</td>
<td>20% OFF</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>OTTO</td>
<td>ACCESSORIES</td>
<td>CURRENT CATALOG</td>
<td>RADIO ACCESSORIES</td>
<td>20% OFF</td>
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</tr>
<tr>
<td>11.</td>
<td>CCS MINDSAYRE</td>
<td>RADIO CONSOLE</td>
<td>CURRENT CATALOG</td>
<td>RADIO &amp; VOICE SYSTEM</td>
<td>10% OFF</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>HARRIS SOFTWARE</td>
<td>SOFTWARE</td>
<td>LMR RADIO SOFTWARE</td>
<td>RADIO PROGRAMMING SOFTWARE</td>
<td>5% OFF</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>HARRIS NETWORK</td>
<td>NETWORK</td>
<td>NETWORK</td>
<td>RADIO SYSTEM &amp; NETWORK</td>
<td>5% OFF</td>
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</tr>
<tr>
<td>14.</td>
<td>MICROTIK</td>
<td>MICROWAVE</td>
<td>CURRENT CATALOG</td>
<td>DATA MICROWAVE SYSTEMS</td>
<td>5% OFF</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>OTHER</td>
<td>LMR RADIO</td>
<td>OTHER NOT LISTED</td>
<td>OTHER ITEMS NOT LISTED SUCH AS ACCESSORIES, BATTERIES, &amp; ANTENNAS. Discount Levels Vary by Manufacturer</td>
<td>VARIES 5 - 30% OFF</td>
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<tr>
<td>16.</td>
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</table>
II. Implementation Services: Software Integration, Hardware Installation and Training

<table>
<thead>
<tr>
<th>No.</th>
<th>Service</th>
<th>% Discount</th>
<th>$Rate (indicate Hourly or Daily)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System Technologist</td>
<td>N/A</td>
<td>$125.00 Per Hour</td>
</tr>
<tr>
<td>2.</td>
<td>Standard Shop Installation</td>
<td>N/A</td>
<td>$85.00 Per Hour</td>
</tr>
<tr>
<td>3.</td>
<td>Mobile Radio Installation</td>
<td>N/A</td>
<td>$85.00 Per Hour</td>
</tr>
<tr>
<td>4.</td>
<td>Radio Programming</td>
<td>N/A</td>
<td>$55.00 Per Hour</td>
</tr>
<tr>
<td>5.</td>
<td>Software Installation</td>
<td>N/A</td>
<td>$85.00 Per Hour</td>
</tr>
<tr>
<td>6.</td>
<td>Training</td>
<td>N/A</td>
<td>$85.00 Per Hour</td>
</tr>
<tr>
<td>7.</td>
<td>Post Warranty Maintenance</td>
<td>N/A</td>
<td>$85.00 Per Hour</td>
</tr>
<tr>
<td>8.</td>
<td>Support Services</td>
<td>N/A</td>
<td>$85.00 Per Hour</td>
</tr>
</tbody>
</table>

III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

1. www.CODE3SERVICE.com/catalogs.html
2. 
3. 