

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 03/26/14
ITEM FROM FINANCE COMMITTEE MEETING OF 03/17/14**

ISSUE:

14. Request for Approval of Procurement under State Price Agreement – TASER Equipment for Expansion Positions for Police Department; ProForce Law Enforcement. (Lieutenant Andrew Padilla)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under state price agreement for TASER equipment for expansion positions for police department with ProForce Marketing, Inc. in the amount to exceed \$50,000. Budget is available in police property tax fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMIssue

City of Santa Fe, New Mexico

memo

DATE: March 10, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer 
Purchasing Division

VIA: Marcos A. Tapia, Director 
Finance Department

ISSUE: Purchase of TASER
Method of Procurement: State Price Agreement # 30-000-00-00008
Vendor: Proforce Marketing, Inc.

SUMMARY:

The Purchasing Division is requesting approval to purchase TASER equipment from the aforementioned SPA # 30-000-00-0000810-000-13-00013, in the total amount of \$14,287.15. This requested amount along with the various purchases through the year will exceed the \$50,000.00 threshold.

Sufficient funds have been budgeted in Police Property Tax 22252.572400.

By City policy, the City can use State, Federal Price or Cooperative Agreements without having to bid the items on its own. By City policy, procurement from State or Federal Price Agreements over \$50,000.00, require City Council approval (City Purchasing Manual Section 11.1).

ACTION:

It is requested that this purchase award to Proforce Marketing, Inc., from State Price Agreement # 30-000-00-00008 in the amount of \$14,287.15, be reviewed, approved and submitted to the City Council for its consideration.

City of Santa Fe, New Mexico

memo

Date: March 11, 2014
To: Finance Committee
CC: Brian Snyder, City Manager
Marcos Tapia, Finance Director
Via: John Schaeferl, Deputy Chief of Police 
From: Andrew Padilla, Lieutenant 
Re: TASER Purchase – Expansion Positions

Background/Summary:

The following is the request and justification for the purchase of TASER equipment for the 10 newly approved officer expansion positions. The Santa Fe Police Department currently issues officers a TASER X2 less lethal device with accompanying accessories. On December 11, 2013 City Council approved 10 expansion positions. As such, equipment is needed to outfit these officers as they are hired.

TASER equipment is purchased through ProForce Law Enforcement who is the only recognized vendor on State Contract (contract attached). The cost of TASER procurement is outlined below:

ITEM	COST	BU/LI
TASER X2 (10)	\$9,999.50	22252.572400
Performance Power Magazines (15)	\$794.25	22252.572400
BlackHawk X2 Holsters (10)	\$639.50	22252.572400
Smart Cartridge-25 ft. (20)	\$614.00	22252.572400
4 Year Extended Warranty (10)	\$3089.90	22252.572400
Trade-In Credit (10)	(\$850.00)	
TOTAL:	\$14,287.15	

Requested Action:

Approval for procurement of TASER equipment and accessories for the newly approved 10 expansion positions. Should you have any questions, I may be reached at ext. 5102.

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax:(928) 445-3468
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-86-025-01-4G-00508

P R I C E Q U O T E	QUOTE#	PAGE
	210999	1
	SHIP DATE	
		A.S.A.P.

SOLD
TO

SANTA FE, CITY OF
 ACCOUNTS PAYABLE
 2515 CAMINO ENTRADA
 SANTA FE NM 87507

SHIP
TO

SANTA FE POLICE DEPARTMENT
 JASON PATTY
 2515 CAMINO ENTRADA
 SANTA FE NM 87507

505-955-5052

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	02/21/14	008337	A	DAN RYAN	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	22003 TSR X2 YLW	999.9500	EA .00	9,999.50
15	22010-TSR TSR PERFORMANCE POWER MAG PPM	52.9500	EA .00	794.25
10	22501 TSR X2 HLST RH BLACKHAWK	63.9500	EA .00	639.50
20	22151 TSR X2. SMART CART 25 FOOT LIVE	30.7000	EA .00	614.00
10	22014 TSR X2 4 YEAR EXTENDED WNTY	308.9900	EA .00	3,089.90
10	ECD-TRADE-X2 TSR ECD TRADE FOR X2	85.0000	EA .00	850.00CR
1	XFET THIS ITEM FET OUT	.0000	EA .00	.00
IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at:				

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-86-025-01-4G-00508

P R I C E	QUOTE#	PAGE
	210999	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	02/21/14	008337	A	DAN RYAN	F-2D FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	http://www.ProForceonline.com/forms.htm Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted. This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number. This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.					
	COMMENT					
	TERMS					

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
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P R I C E Q U O T E	QUOTE#	PAGE
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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	02/21/14	008337	A	DAN RYAN	F-2D FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	Ordering Instructions: Please fax your order to ProForce Support Center at 928-445-3468. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items PLEASE READ ATTACHED: Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.					
COMMENT QUOTE FOR JASON PATTY JGPATTY@CI.SANTA-FE.NM.US BY: JAKE SANDMAN TERMS DUE NET 30 DAYS					SALES AMOUNT	14,287.15



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000063449
Proforce Marketing, Inc.
3009 N. Highway 89
Prescott, AZ 86301

Telephone No. (800) 367-5855

Price Agreement Number: 30-000-00-00008

Price Agreement Amendment No.: Three

Term: September 13, 2012 - September 12, 2014

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

Procurement Specialist: Mona Espinosa

Telephone No.: (505) 827-0218

Invoice:

As Requested

Title: **Tasers & Accessories**

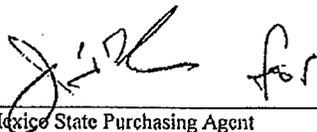
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Price increase of items as listed on attached sheet, labeled Amendment No. Three.

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


New Mexico State Purchasing Agent

Date: 01/28/14

**Statewide Price Agreement
Amendment No. Three**

**30-000-00-00008
Tasers & Accessories**

Revised Prices

<u>Item No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Old Price</u>	<u>New Price</u>
001	1	Ea	Model 26550 Taser	\$ 807.00	\$ 855.95
	1	Ea	Model 44952 Holster	\$ 32.95	\$ 34.95
002	1	Ea	Model 26549 Taser	\$ 812.00	\$ 861.05
	1	Ea	Model 44952 Holster	\$ 32.95	\$ 34.95
003	1	Ea	Model 22002 Taser	\$ 950.00	\$ 995.95
004	1	Ea	Model 22501 Holster	\$ 59.95	\$ 63.95
005	1	Ea	Model 22504 Holster	\$ 59.95	\$ 63.95
006	1	Ea	Model 22010 Taser Mag.	\$ 49.95	\$ 52.95
008	1	Ea	Model 22150 Cart.	\$ 26.95	\$ 28.70
009	1	Ea	Model 22151 Cart.	\$ 28.95	\$ 30.70
010	1	Ea	Model 22155 Cart.	\$ 29.95	\$ 41.70
013	1	Ea	Model 44200 Cart.	\$ 21.90	\$ 23.50
014	1	Ea	Model 34200 Cart.	\$ 19.90	\$ 21.50
015	1	Ea	Model 44203 Cart.	\$ 24.90	\$ 26.50
016	1	Ea	Model 26700 Mag.	\$ 33.95	\$ 35.75
017	1	Ea	Model 26701 Mag.	\$ 38.95	\$ 40.75
018	1	Ea	Model 44952 Holster	\$ 32.95	\$ 34.95
021	1	Ea	Model 22157 Cart.	\$ 27.95	\$ 29.70



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000063449
Proforce Marketing, Inc.
3009 N. Highway 89
Prescott, AZ 86301

Telephone No. (800)367-5855

Price Agreement Number: 30-000-00-00008

Price Agreement Amendment No.: Two

Term: September 13, 2012 -- September 12, 2014

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

Procurement Specialist: Mona Espinosa *ME*

Telephone No.: (505) 827-0218

Invoice:

As Requested

Title: Tasers & Accessories

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 13, 2013 to September 12, 2014 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

[Signature]
for

New Mexico State Purchasing Agent

Date: 9/04/13



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000063449
Proforce Marketing, Inc.
3009 N. Highway 89
Prescott, AZ 86301

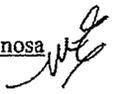
Telephone No. (800) 367-5855

Price Agreement Number: 30-000-00-00008

Price Agreement Amendment No.: One

Term: September 13, 2012 - September 12, 2013

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

Procurement Specialist: Mona Espinosa 

Telephone No.: (505) 827-0218

Invoice:
As Requested

Title: Tasers & Accessories

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:

Price increase of items as listed on attached sheet.

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

New Mexico State Purchasing Agent

Date: 1/9/13

STATEWIDE PRICE AGREEMENT30-000-00-00008TASERS & ACCESSORIESATTACHMENT -- AMENDMENT NO. One

<u>Item No.</u>	<u>Description</u>	<u>Old Price</u>	<u>New Price</u>
001	Model #26550; Taser	\$807.00	\$831.00
	Model #44952 Taser Holster	32.95	33.95
002	Model #26549; Taser	812.00	836.00
	Model #44952 Taser Holster	32.95	33.95
003	Model #22002; Taser	950.00	978.00
004	Model #22501; Blackhawk Taser X2 holster	59.95	61.95
005	Model #22504; Blackhawk Taser X2 holster	59.95	61.95
006	Model #22010; Taser X2 per. power magazine	49.95	51.55
008	Model #22150; X2 15' smart cartridge	26.95	27.90
009	Model #22151; X2 25' XP smart cartridge	28.95	29.90
013	Model #44200; police air cartridge - single shot	21.90	22.90
014	Model #34200; air cartridge-single shot	19.90	20.90
015	Model #44203; 25' XP cartridge	24.90	25.90
016	Model #26700; DPM-digital power magazine	33.95	34.95
017	Model #26701; XDPM-ext. digital power magazine	38.95	39.95
018	Model #44952; blade tech X26 belt holster	32.95	33.95
021	Model #22157, 25' training smart cartridge	27.95	28.90



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000063449
Proforce Marketing, Inc.
3009 N. Highway 89
Prescott, AZ 86301

Telephone No. (800) 367-5855

Price Agreement Number: 30-000-00-00008

Payment Terms: Net 30

F.O.B.: Destination

Delivery: 3-5 Business days for stock items
2-3 Weeks for non-stock items

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

Procurement Specialist: Mona Espinosa

Telephone No.: (505) 827-0218

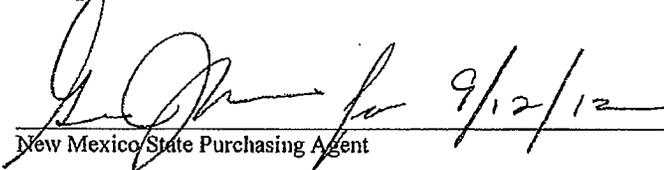
Invoice:
As requested

Title: **Tasers & Accessories**

Term: **September 13, 2012 thru September 12, 2013**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 09/07/12

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

AM


State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-000-00-00008

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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. 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 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,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-000-00-00008

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 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. 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. 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 proposal 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. 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 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: <http://insurenwnewmexico.state.nm.us/>.

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!*

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-000-00-00008

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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 subcontractor(s) 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 it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-000-00-00008

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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 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

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

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 of 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.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 30-000-00-00008

Page-7

To establish a Statewide Price Agreement for Tasers and Accessories.

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.

In the event of a product cost increase an escalation request will be reviewed by this office 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 as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in-house or to backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

One agency, the Department of Public Safety, plans to purchase approximately fifty (50) tasers per year along with supplies.

This Price Agreement will be open to all law enforcement agencies in the state of New Mexico.

Bidder must be able to deliver tasers within forty-five (45) days of receipt of purchase order.

Any questions on items out to bid should be addressed to Officer Bryan Byrd at (505) 827-9201.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	Model #26550; Taser X26 Blk DPM Blade-Tech Right with integrated laser light, low-intensity led lights, digital power magazine, dataport download capability and blade-tech holster.	\$807.00
			Model #44952 Taser Holster	\$32.95
002	1	Ea.	Model #26549; Taser X26 Blk, XDPM Blade-Tech Right with integrated laser light, low-intensity led lights, extended digital power magazine, dataport download capability and blade-tech holster.	\$812.00
			Model #44952 Taser Holster	\$32.95
003	1	Ea.	Model #22002; Taser X2 ECD black with class III laser (handle only).	\$950.00
004	1	Ea.	Model #22501; Blackhawk Taser X2 holster, right handed.	\$59.95
005	1	Ea.	Model #22504; Blackhawk Taser X2 holster, left handed.	\$59.95
006	1	Ea.	Model #22010; Taser X2 performance power magazine; PPM is a lithium energy cell power supply system for the X2 ECD.	\$49.95
007	1	Ea.	Model #22013; X2 Dataport download kit.	\$159.95
008	1	Ea.	Model #22150; X2 15' smart cartridge, yellow blast door (training use)	\$26.95

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 General Services Department
 Purchasing Division
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Item	Approx Qty	Unit	Article and Description	Unit Price
009	1	Ea.	Model #22151; X2 25' XP smart cartridge, green blast door (field use)	\$28.95
010	1	Ea.	Model #22155 25' inert, live smart cartridge (training use).	\$29.95
011	1	Ea.	Model #80001; conductive metallic paper practice target, two-part-front	\$12.95
012	1	Ea.	Model #80000; conductive metallic paper practice target, two-part-back	\$12.95
013	1	Ea.	Model #44200; police air cartridge - single shot (21 foot range) recommended for field use	\$21.90
014	1	Ea.	Model #34200; air cartridge-single shot (15 foot range) recommended for training	\$19.90
015	1	Ea.	Model #44203; 25' XP cartridge	\$24.90
016	1	Ea.	Model #26700; DPM-digital power magazine (195 5- second firings at room temperature)	\$33.95
017	1	Ea.	Model #26701; XDPM-extended digital power magazine (195 5- second firings at room temperature)	\$38.95
018	1	Ea.	Model #44952; blade tech X26 belt holster, ambidextrous with Tek-Lok belt attachment clip	\$32.95
019	1	Ea.	Model #85000; alligator clip training exposure cartridge (m26/x26)	\$45.00
020	1	Ea.	Model #85002; Taser cleaning kit	\$59.95
021	1	Ea.	Model #22157, 25' training smart cartridge (training use)	\$27.95

Note: Standard shipping charges will apply per each order. Contact vendor for shipping charges per order if needed.

21 Awarded Items

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-86-025-01-4G-00508

P R I C E Q U O T E	QUOTE#	PAGE
	214978	1
	SHIP DATE	
A.S.A.P.		

SOLD
TO

SANTA FE, CITY OF
 ACCOUNTS PAYABLE
 2515 CAMINO ENTRADA
 SANTA FE NM 87507

SHIP
TO

SANTA FE POLICE DEPARTMENT
 JASON PATTY
 2515 CAMINO ENTRADA
 SANTA FE NM 87507

505-955-5052

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	02/21/14	008337	A	DAN RYAN	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	PG22507 GLK M22 G4 40SW PST GNS 3MAGS	409.0000	EA .00	4,090.00
10	69110 SLI WEAPONLIGHT TLR-1 3W LED	93.1500	EA .00	931.50
1	XFET THIS ITEM FET OUT	.0000	EA .00	.00
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.htm</p> <p>Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department</p>				

COMMENT	
TERMS	

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
 sales@proforceonline.com www.proforceonline.com
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P R I C E Q U O T E	QUOTE#	PAGE
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505-955-5052

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	02/21/14	008337	A	DAN RYAN	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>purchases unless otherwise specifically noted.</p> <p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.</p>			

COMMENT QUOTE FOR JANELLE MARTINEZ BY: JAKE SANDMAN TERMS DUE NET 30 DAYS	SALES AMOUNT 5,021.50
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MARTINEZ, JANELLE L.

From: thomas iddings <thomas@santafeoutdoorsman.com>
Sent: Tuesday, March 04, 2014 11:52 AM
To: MARTINEZ, JANELLE L.
Subject: glock 22/streamlight TLR1 quote

To whom it may concern,

Here is the quote that you asked for

10 Glock 22gen4 40 s&w \$425 ea. \$4,250.00
with 3 mags, contrast sights

10 Streamlight TLR-1 \$100.00 ea. \$1,000.00

Thanks,
Thomas Iddings
Manager
The Outdoorsman of Santa Fe
505-983-3432

