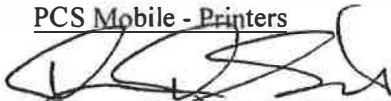


## “SOLE SOURCE” PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Sheriff's Office

1. Name of product or service: Law enforcement vehicle radar systems
2. Name of product manufacturer: MPH Industries
3. Name of “sole” product supplier or service provider: MPH Industries
4. Describe in general terms the product/service you are requesting and the intended application.  
DASO is requesting 25 law enforcement radar systems to be installed in 2023 Ford Explorers that the office is purchasing. The radar systems are specific for law enforcement operations and considered a necessary component of a police vehicle in order to perform traffic enforcement.
5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services.  
DASO's patrol vehicle fleet is equipped with the MPH radar system and has been for the last ten years. MPH Industries is the sole source manufacturer for the MPH Bee III Radar which has been in use for the last ten years in DASO's patrol vehicle fleet. This item has been favorable for DASO's operations and the desire is to continue using this product for ongoing effectiveness.
6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).  
Per the vendor, MPH Industries is the sole source manufacturer for the MPH Bee III Radar (see attached letter). DASO desires to continue using this brand and model of product as there is a ten year history of its deployment in DASO's vehicles.
7. What product supplier or service provider has your Department used until now to satisfy similar requirements?  
DASO has been utilizing MPH Industries for twelve years, however we have also worked with the following companies for technical needs:  
Advanced Communications – Radios  
Watch Guard – Cameras and recording equipment  
PCS Mobile - Printers



Signature of Department Head

11.15.2023

Date

(Attach Quote and Use Additional Sheets As Necessary)



November 15, 2023

DONA ANA COUNTY SHERIFF'S OFFICE  
845 N. MOTEL BLVD  
ATTN: RANDY CURLEY  
LAS CRUCES NM 88007

MPH Industries, Inc. is the sole source manufacturer for the MPH Bee III Radar & Related parts which are manufactured by MPH at its Owensboro, KY facility. You may purchase this unit and all related parts from MPH Industries, Inc.

Pricing for the Bee3-2KA package as follows:

Qty. 25 units- \$2239 ea. for a total quoted price of \$55975.00

This total cost is with delivery to Dona Ana County Sheriff's Office.

If you have any questions regarding this unit, please do not hesitate to contact MPH at (888)689-9222.

Sincerely,

Brandy M Atherton  
MPH Sales Representative  
MPH Industries, Inc.  
866-674-7378 ext. 418



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor**  
**6 Vendors**

Price Agreement Number: 60-000-15-00007

Price Agreement Amendment No.: Four

Term: April 1, 2016 – March 31, 2020

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

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

**Invoice:**  
As Requested at time of order

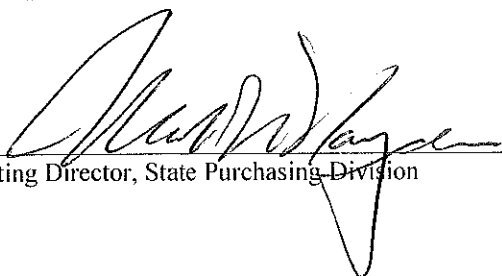
Title: **Radar Devices & Accessories**

**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 April 1, 2019 to March 31, 2020 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

  
\_\_\_\_\_  
Acting Director, State Purchasing Division

Date: 3/28/19





State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor**  
**6 Vendors**

Telephone No. \_\_\_\_\_

Price Agreement Number: 60-000-15-00007

Price Agreement Amendment No.: Three

Term: April 1, 2016 – March 31, 2019

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

**Invoice:**  
As Requested

Procurement Specialist: Susan Inman

Telephone No.: (505) 827-0294


Title: **Radar Devices & 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 April 1, 2018 to March 31, 2019 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

  
New Mexico State Purchasing Agent

Date: 3/25/2018



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<b>Awarded Vendor</b> 4 Vendors  Telephone No. _____
---

Price Agreement Number: 60-000-15-00007

Price Agreement Amendment No.: Two

Term: April 1, 2016 - March 31, 2018

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

Procurement Specialist: Susan L. Phillips *SLP*

Telephone No.: (505) 827-0488

<b>Invoice:</b> <p style="text-align: center;">As Requested</p>
--

**Title: Radar Devices & 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:**

**See Attached**

**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 Aggnt

Date: 12/28/2017

Attachment for 60-000-15-0007 A002

For Vendors AA, AC, AD, and AE, the following amendments are applied:

**(AA) 000044185 Applied Concepts, Inc.**

- Item # 10 Price: \$1895.00
- Item #12 Change item number from (821-10-00) to: 821-1000-00 Sam Trailer
- Item # 14 Change model number from: (827-001-001) to: 829-0001-00
- Item # 17, Delete item number 17, as vendor is now deemed non responsive for that item number

**(AC) 000015546 Kustom Signals, Inc.**

- Change item number 1 model number from 832 to: Raptor RP-1 Dual K-Band Radar and the price to: \$1594.79
- The price for Item number 10 is: \$2631.05
- Change item number 17 from: 10% to: 20%

**(AD) Laser Technology**

- Delete item number 17

**(AE) 0000051541 MHQ-NM**

- Change item # 10 from: \$1849.00 to: \$2900.40



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<p><b>Awarded Vendor</b></p> <p>6 Vendors</p> <p>Telephone No. _____</p>
--

Price Agreement Number: 60-000-15-00007

Price Agreement Amendment No.: One

Term: April 1, 2016 thru March 31, 2018

<p><b>Ship To:</b> All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p><b>Invoice:</b> As Requested</p>

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242

Email: sandrar.lujan@state.nm.us

Title: Radar Devices & 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 April 1, 2017 to March 31, 2018 at the same price, terms and conditions to the following 6 vendors:

- (AA) 0000044185 – Applied Concepts, Inc.
- (AB) 0000116813 – Code 3 Service
- (AC) 0000015546 – Kustom Signals, Inc.
- (AD) 0000045409 – Laser Technology, Inc.
- (AE) 0000051541 – MHQ-NM A Division of Don Chalmers Ford
- (AF) 0000042032 – MPH Industries

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: 03/31/2017

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



State of New Mexico  
General Services Department

Statewide Price Agreement

**Awarded Vendor**  
**6 Vendors**

Telephone No. \_\_\_\_\_

Price Agreement Number: 60-000-15-00007

Payment Terms: See Page 7

F.O.B.: Destination

Delivery: See Page 7

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

Procurement Specialist: Sandra Lujan

Telephone No.: (505) 827-0242

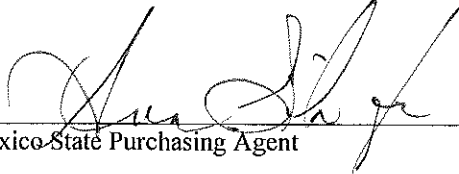
**Invoice:**  
**As Requested by User**

Title: **Radar Devices & Accessories**

Term: **April 1, 2016 thru March 31, 2017**

**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: 03/11/2016



**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,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00007

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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 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://insurenemexico.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!*

### **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>

## **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 #: 60-000-15-00007

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Awarded Vendors

(AA) 0000044185  
Applied Concepts, Inc.  
2609 Technology Drive  
Plano, TX 75074  
Phone: 972-398-3780

Payment Terms: Net 30  
FOB: Destination  
Delivery: 3-5 Bus. Days

(AB) 0000116813  
Code 3 Service  
323 industrial Ave NE  
Albuquerque, NM 87107  
Phone: 505-407-2310

Payment Terms: Net 30  
FOB: Destination  
Delivery: 60 Days Max or Sooner

(AC) 0000015546  
Kustom Signals, Inc.  
9652 Loiret Boulevard  
Lenexa, KS 66219  
Phone: 800-458-7866

Payment Terms: Net 30  
FOB: Destination  
Delivery: W/in 45 Days

(AD) 0000045409  
Laser Technology, Inc.  
6912 S. Quentin Street  
Centennial, OH 80112  
Phone: 303-649-1000

Payment Terms: Net 30  
FOB: Destination  
Delivery: 30 Days

(AE) 0000051541  
MHQ-NM A Division of Don Chalmers Ford  
5601 Balloon Fiesta Parkway  
Albuquerque, NM 87113  
Phone: 505-821-0667

Payment Terms: Net 30  
FOB: Destination  
Delivery: 30 Days ARO

(AF) 0000042032  
MPH Industries  
316 E. 9<sup>th</sup> Street  
Owensboro, KY 42303  
Phone: 270-685-6398

Payment Terms: Net 30  
FOB: Destination  
Delivery: 30 Days Aro

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00007

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The State of New Mexico is seeking bids to establish a Price Agreement for the purchase, installation and/or repair of Radars, Lidars, Speed Detection Devices and Accessories.

The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period (s) of 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.

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 backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

**Speed Measuring Devices Specifications:**

It is the intent of the specifications, as developed, to affect the minimum level of quality of merchandise and services required by user agencies. The fact that a product is shown as an acceptable brand is quality evidence the manufacturer can supply a product of the type and quality being requested. All items bid herein shall have current federal communications commission (FCC) grant of equipment authorization.

When the item is identified by manufacturer's name, trade name, catalog number or reference, it is the responsibility of the bidder to document brand name equals in the space provided for each item or to make changes on manufacturer's numbers on each item if they have been changed, etc.

The state purchasing agent reserves the right to award this invitation to bid in total or by groups of items on the basis of the individual items or any combination of these, which in his judgment, best serves the interest of the State of New Mexico. Multiple awards may be made.

**Purpose:**

The purpose of these specifications is to describe different types of radar, lidar and speed measuring devices. It shall include hand held devices, stationary and moving speed measuring devices, pole mounted devices, radar trailers, portable speed detection devices, and several qualities of semi-permanent mount radar units as well as lidar speed measuring devices. The systems must be suitable for high-speed traffic enforcement by New Mexico State Police and other political subdivision law enforcement agencies.

**Acceptable Equipment:**

All items offered shall be new current production models with standard equipment unless otherwise stated and may not be specially built for this bid. Only complete units conforming to specifications with carrying cases, operator's manuals, coiled power cords, battery packs and mounting brackets will be acceptable. Bidders must have service facilities & repair parts readily available to purchaser within the State of New Mexico without unnecessary delay. Bidders must identify an authorized service facility in the State of New Mexico that will provide maintenance / service.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00007

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Out Of State Repair Services Facilities May Be Considered.

All items in this bid must include price per unit with delivery to purchaser's address within the State of New Mexico. No additional charges will be accepted.

Vendors shall indicate a price per unit for the following items # 001 to 016.

Vendor is requested to indicate their Federal Tax ID Number, New Mexico Gross Receipts Number or Social Security Number, where applicable on the bid.

Award Based on Primary Bid.

Bidders must submit descriptive literature with bid on equals or bid received will be disqualified.

Stationary/Moving Radar Specifications:

Item #001, 002, 003, 004, 005, 006 – Radar Specifications for Moving/Stationary Radar Unit:

The unit shall be designed for stationary or moving use with accompanying semi-permanent mounting brackets. The unit must be designed to be airbag-friendly. The unit must be available with dual antenna.

The unit shall operate on either K-Band or KA-Band and shall feature digital signal processing.

The unit must accommodate speedometer input. The unit shall have a 12-Volt cigarette lighter type power cord. The unit must be separable from the antenna for service.

The unit shall have illuminated, solid state, digital signal readouts, displaying patrol and target speeds simultaneously (in miles per hour) which adjusts to ambient light conditions. The unit must feature a third window to display a target's locked speed, as well as the capability to blank the patrol speed. The readouts must be capable of light segment testing.

The unit must be able to measure a standard sedan at a minimum of 0.3 miles on level terrain in dry weather conditions, approaching or receding, at speeds of 10-120 MPH or greater. Unit must be able to retain patrol speeds from 10-70 MPH or greater. Accuracy must be within +/-1 MPH in stationary mode, +/-2 MPH in moving mode.

The unit must feature a manual display speed lock and Doppler audio, audible through an internal speaker. The unit must feature a corded remote (a cordless remote is acceptable). The unit must have compatible cable ports & software to interface with the in-car video system.

The unit must be accompanied by two serialized tuning forks to externally verify the accuracy of the unit, both in moving and stationary modes. Calibration certification must accompany the tuning forks.

Certification forms and descriptive literature must accompany the unit.

Specifications for Hand Held Radar and Lidar Unit:

Item # 007, 008, 009, 010, 011 – Hand held Radar and Lidar Devices.



The unit must be eye safe and feature two windows (transmit and receive).

The unit must be self testing, as well as operator test capable. The unit must operate at temperatures of -30 to +60C.

The unit must be able to measure speeds up to 200 MPH, accurate +/- MPH, at ranges 10-2000 feet (minimum).

The unit must be able to measure distances accurate to +/-6" to +/-1'.

The unit must normally acquire a target in .3 seconds.

The unit must readout the speed or distance in active matrix LCD display (must be backlit for night use).

The unit may be battery powered or corded; if corded, cord must be heavy duty, 12 volt, and cigarette lighter type with strain relief at the unit.

The unit may feature a built in, programmable stopwatch (optional).

Specifications for Stationary Trailer Mounted Radar Unit:

Item # 012, 013

The unit shall be designed for stationary use with accompanying trailer mounted unit, quick fold down design with 2" ball, extended tongue axle locks, tamper proof storage box to house power source. DOT light for towing.

The unit shall operate on true Doppler K-Band directional radar unit to display approaching traffic speeds. The unit must offer an internal clock/calendar as an option.

The unit shall feature a two (2) digit 18" amber LED speed display for highway visibility and adjust for to all ambient light conditions. The faceplate shall be shatterproof safety glass with see through capability for view of pedestrians and on-coming traffic.

The unit must be able to measure a standard sedan at a minimum of 0.3 miles on level terrain in wet or dry weather conditions, approaching or receding, at speeds of 10-90 MPH. Unit must have accuracy within +/- MPH in moving mode.

Specifications for Pole Mounted and Portable Radar Unit

Item # 014, 015, 016

The unit shall be designed for stationary use with use in school zones and streets where the speed limit changes on a regular basis.

The unit shall operate on true Doppler K-Band directional radar unit to display approaching traffic speeds.

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	Approx. Qty.	Unit	Article and Description	Unit Price	
001	1	Ea	Moving / Stationary Radar Unit Dual Antenna - <b><u>K-Band (BASIC)</u></b> <b>Brand:</b> (AB) Stalker (AC) Kustom Signals (AF) MPH	<b>Model:</b> Patrol II 832 Python III	   \$ 1,787.50 \$ 1,521.00 \$ 1,128.00
002	1	Ea	Moving / Stationary Radar Unit Dual Antenna - <b><u>KA-Band (BASIC)</u></b> <b>Brand:</b> (AA) Stalker Radar  (AE) Kustom Signals (AF) MPH	<b>Model:</b> 805-0021-00 Dual 1- Antenna, 805-0022-00 Dual 2-Antenna 848 Python III	   \$ 1,795.00 \$ 2,128.00 \$ 1,854.00 \$ 1,591.00
003	1	Ea	Moving / Stationary Radar Unit Dual Antenna - <b><u>K-Band (INTERMEDIATE)</u></b> <b>Brand:</b> (AB) Stalker (AE) Kustom Signals (AF) MPH	<b>Model:</b> DSR 2X 833 Enforcer	   \$ 3,547.50 \$ 1,638.00 \$ 1,942.00
004	1	Ea	Moving / Stationary Radar Unit Dual Antenna - <b><u>KA-Band (INTERMEDIATE)</u></b> <b>Brand:</b> (AA) Stalker Radar  (AB) Kustom Signal (AF) MPH	<b>Model:</b> 806-0021-00 DSR 1- Antenna, 806-0022-00- DSR 2-Antenna Eagle II Enforcer	   \$ 2,195.00 \$ 2,795.00 \$ 1,749.00 \$ 1,739.00
005	1	Ea	Moving / Stationary Radar Unit Dual Antenna - <b><u>K-Band (ADVANCED)</u></b> <b>Brand:</b> (AB) Kustom Signals (AF) MPH	<b>Models:</b> Golden Eagle BEE III	   \$ 2,326.50 \$ 2,059.00
006	1	Ea	Moving / Stationary Radar Unit Dual Antenna - <b><u>KA-Band (ADVANCED)</u></b> <b>Brand:</b> (AA) Stalker  (AC) Kustom Signals, Inc. (AF) MPH	<b>Model:</b> 807-0001-00-2X Radar, 2-Antenna Golden Eagle BEE III	   \$ 2,995.00 \$ 2,054.34 \$ 1,956.00

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007	1	Ea	Hand Held Radar Unit <b><u>BASIC</u></b> <b><u>Brand:</u></b> (AE) Kustom Signals (AF) MPH	<b><u>Model:</u></b> 7000 Speed Gun Pro Corded	\$ 634.80 \$ 1,205.00
008	1	Ea	Hand Held Radar Unit <b><u>ADVANCED</u></b> <b><u>Brand:</u></b> (AB) StalkerRadar (AE) Kustom Signals (AF) MPH	<b><u>Model:</u></b> II MDR 1676 Speedgun Pro Battery	\$ 1,318.90 \$ 1,368.00 \$ 1,380.00
009	1	Ea	Hand Held Lidar Unit <b><u>(BASIC)</u></b> <b><u>Brand:</u></b> (AB) Stalker (AD)LTI 20/20 (AE)Kustom Signals (AF)MPH	<b><u>Model:</u></b> Lidar X Standard Truspeed 1780 Speed Laser S	\$ 2,073.50 \$ 1,395.00 \$ 1,586.40 \$ 1,799.00
010	1	Ea	Hand Held Lidar Unit <b><u>(INTERMEDIATE)</u></b> <b><u>Brand:</u></b> (AA) Stalker Radar (AC) Kustom Signals, Inc.  (AD) LTI 20/20 (AE) Speed Laser R	<b><u>Model:</u></b> 808-4025-00 Lidar XS Prolaser III Laser with Straight Cord and Carrying Case Truspeed	\$ 1,895.00 \$ 2,631.05 \$ 1,695.00 \$ 1,849.00
011	1	Ea	Hand Held Lidar Unit <b><u>(ADVANCED)</u></b> <b><u>Brand:</u></b> (AA) Stalker Radar (AD)LTI 20/20 (AE)Kustom Signals (AF) MPH	<b><u>Model:</u></b> 808-5025-00 Lidar XRL Ultralyte LRB 2000 Speed Laser R	\$ 2,395.00 \$ 2,595.00 \$ 2,660.40 \$ 2,159.00
012	1	Ea	Trailer Mounted Radar Unit <b><u>(BASIC)</u></b> <b><u>Brand:</u></b> (AA) Stalker Radar  (AC)Kustom Signals Inc.	<b><u>Model:</u></b> 821-0310-00 SAM-R Trailer, 821-10-00 821-1000-00 SAM Trailer SMART 800	\$ 6,278.00 \$ 7,696.00 \$ 7,596.00

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			Speed Awareness Trailer with fixed Display and Fold Down Speed Limit sign Speed Monitor 18 (20W)	
		(AF) MPH		
013	1	Ea	Trailer Mounted Radar Unit (ADVANCED)	
		<u>Brand:</u>	<u>Model:</u>	
		(AA) Stalker Radar	821-1100-00 Message Center Trailer (MC360)	\$ 15,446.00
		(AC) Kustom signals	SMART 850	\$ 8,941.00
		(AF) MPH	Speed Monitor 18	\$ 7,995.00
014	1	Ea	Pole Mounted Radar Unit (Basic)	
		<u>Brand:</u>	<u>Model:</u>	
		(AA) Stalker Radar	827-001-00 Pole	\$ 2,301.00
		(AC) Kustom Signals	SMART PMD	\$ 2,885.00
		(AF) MPH	Speed Guardian	\$ 3,481.00
015	1	Ea	Pole Mounted Radar Unit (ADVANCED)	
		<u>Brand:</u>	<u>Model:</u>	
		(AA) Stalker Radar	829-0005-00 Pole	\$ 4,401.00
		(AC) Kustom Signals, Inc.	SMART PMD 350	\$ 3,030.00
		(AF) MPH	Speed Monitor F	\$ 3,693.00
016	1	Ea	Portable Radar Unit	
		<u>Brand:</u>	<u>Model:</u>	
		(AC) Kustom Signals	SMART 510	\$ 2,365.00
		(AF) MPH	Crossing Guardian	\$ 1,894.00
017	1	Off	% Discount offered on Current Catalog List Price Manufacturer:	
			(AA)	
			(AB) Stalker	10%
			(AC)Kustom Signals Inc.	10%
			(AD)	20%
			(AE)	25%
			(AF) MPH	10%
018	1	Hr	Installation Labor Rate (Per Hour)	
			(AB)	\$ 75.00
			(AC)	\$ 200.00
			(AE)	\$ 75.00

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019	1	Hr	Repair Labor Rate (Per Hour)	
			(AB)	\$ 75.00
			(AC)	\$ 85.00
			(AD)	\$ 125.00
			(AE)	\$ 75.00
			(AF)	\$ 100.00

\*\*\*19 Items Total\*\*\*

**Thank you for your submission.**

**The procurement will be reviewed by one of our buyers.**

In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

- if the parties to the proposed contract change;
- if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and
- if the contract amount changes.

Print

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**Agency :** C0009 - DONA ANA COUNTY  
**Procurement Number :** 40-C0009-23-CP490  
**Next Step :** REVIEW  
**Uploaded Files :** Sole Source Determination: Sole Source MPH.pdf  
**Completed date :** Wednesday, November 29, 2023 11:18 AM  
**Completed by :** Michael Perez

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