

**DOÑA ANA COUNTY PURCHASING DEPARTMENT
DETERMINATION**



TO: Procurement File	DATE: 08/17/2020
FROM: Donald E. Bullard, Purchasing Manager - <i>Donald E. Bullard</i>	
SUBJECT: Sole Source Procurement Determination	

Section 13-1-126 NMSA 1978 states in pertinent part that "A. A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office determines, in writing, that:

- (1) there is only one source for the required service, construction or item of tangible personal property;
- (2) the service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and
- (3) other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.

B. The state purchasing agent or a central purchasing office shall use due diligence in determining the basis for the sole source procurement, including reviewing available sources and consulting the using agency, and shall include its written determination in the procurement file."

The Purchasing Department has:

- Reviewed the justification submitted to this office;
- Reviewed the steps taken by the User Department in "conducting a good-faith review of available sources";
- Reviewed the Vendor's Sole Source letter;
- Conducted research on other firms offering similar products.

The County's Certified Chief Procurement Officer, after reviewing the Department's Sole Source Justification Form, researching the internet and reviewing the Vendor's Sole Source letter has determined that Advanced Communications and Electronics, Inc. is the sole source provider of L3 Harris Corporation communications equipment. The L3 Harris Corporation radios are the only radios that can transmit across three channels incorporating both analog and digital and this unique feature is vital for the Sheriff's Office to be able to communicate with the Las Cruces Police Department.

This Sole Source Request was posted on the County Website on 8/17/2020 for thirty days. If no protest are received within 15 days of the notice of intent to award this sole source purchase and after being posted for 30 days, the Sheriff's Office may procure the L3 Harris Corporation equipment through sole source procurement from Advanced Communications and Electronics, Inc.



221 Jefferson Ridge Parkway
Lynchburg, Virginia, 24501
Tele. (434) 455-9608

July 27, 2020

Dawn M. Ybarra
Grant Writer/Administrator
Dona Ana County Sheriff's Office
845 N. Motel Blvd.
Las Cruces, NM 88007

Dear Ms. Ybarra:

The City of Las Cruces has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, Inc., now known as L3Harris Corporation. This system provides the critical Public Safety and Public Service communications for agencies in Las Cruces, Dona Ana County and the surrounding area.

At this time, EDACS/P25 radio equipment for this system falls under L3Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, L3Harris Corporation.

Advanced Communications and Electronics, Inc. is the only authorized L3Harris Corporation Channel Partner to provide sales and service support for this system. This assignment was made effective May 2020 and does not have an end date. If this status should change at some point in the future you will be notified by L3Harris Corporation in writing. Orders for L3Harris Corporation communications equipment, service and associated accessories should be placed through Advanced Communications and Electronics, Inc.

Thank you for your attention in this matter. L3Harris Corporation and Advanced Communications look forward to the opportunity to continue the service and sales support of L3Harris Communications Systems throughout your area.

Sincerely,

A handwritten signature in black ink that reads "Todd Perdieu".

Todd Perdieu
Director of North American Channel Partners
L3Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications

"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: Dona Ana Sheriff's Office

1. Name of product or service: Harris Portable XL-200p hand held radios
2. Name of product manufacturer: L3Harris Corporation
3. Name of "sole" product supplier or service provider: L3 Harris doing business thru Advanced Communications and Electronics, Inc. State Contract #80-000-18-00027
4. Describe in general terms the product/service you are requesting and the intended application.
We are requesting to purchase 123 Harris Portable XL-200p hand held radios to be used by deputies for communication. Amount available for purchase \$473,384.68.
5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services.
The Harris radios are the only radio on the market that can transmit across all three channels incorporating both analog and digital. They will make it possible to communicate with LCPD, at this time, City of Las Cruces has purchased and installed an Enhanced Digital Access Communication System (EDACS) manufactured by M/A-Com Inc., now known as L3Harris Corporation, this system falls under intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, L3Harris Corporation..
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).
Contact with Dennis Ewing of Advanced Communications and Electronics as to which products had dual capability. Attached letter from L3Harris that explains their proprietary system for EDACS use. The radio that we are wanting to purchase is the only one on the market that will support EDACS use.
7. What product supplier or service provider has your Department used until now to satisfy similar requirements?
DASO recently purchased 42 Harris Portable XL-200p hand held radios from Advanced Communications and Electronics.


Signature of Department Head

8-14-20

Date

(Attach Quote and Use Additional Sheets As Necessary)

**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met.
Completing this form does not guarantee approval of this type of procurement.



Proposal

To: DAC - Sheriff's Office
Attn: Naomi Terry
(575) 525-8843
rtaofflit@donaanacounty.org

From: Advanced Communications & Electronics, Inc.
1753-B Buildtek Court
Las Cruces, NM 88005
(575) 527-4072
(575) 527-4458 Fax
(575) 644-1862 Cellular
Dennis Ewing
dewing@advtrvoway.com

Date: June 8, 2020

We are pleased to submit our proposal on the following;
Harris XL-200P WHIP & 700/800 Portables

Item	Quantity	Description	Each	Extended
1	123	PORTABLE, XL-200P, FULL, MIDNTEBLK, US	\$2,175.00	\$267,525.00
2	123	FEATURE PACKAGE,DUAL BAND VHF+700/800	\$750.00	\$92,250.00
3	123	FEATURE,SINGLE-KEY AES ENCRYPTION	\$5.25	\$645.75
4	123	FEATURE,SINGLE-KEY DES ENCRYPTION	\$5.25	\$645.75
5	123	OPERATION; LOAD NIFOG PERSONALITY	\$5.25	\$645.75
6	123	FEATURE, P25 PHASE 2 TDMA	\$187.50	\$23,062.50
7	123	FEATURE, LINK LAYER AUTHENTICATION	\$75.00	\$9,225.00
8	123	FEATURE, PACKAGE, P25 TRUNKING	\$1,125.00	\$138,375.00
9	130	BATTERY,LI-ION,3100 MAH	\$112.50	\$14,625.00
10	123	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$82.50	\$10,147.50
11	123	SPEAKER MICROPHONE	\$144.30	\$17,748.90
12	125	BELT CLIP,METAL	\$22.50	\$2,812.50
13	123	CHARGER, SINGLE BAY	\$127.50	\$15,682.50
14	123	Trade In Value - Portable Radio Trade In	(\$1,000.00)	(\$123,000.00)
*labor includes initial programming, tuning/alignment and start up optimization				
Priced In Accordance With New Mexico State Contract #80-000-18-00027 Expiration Date Of 03/31/21				
Subtotal Equipment Cost				\$470,391.15

Labor, LiGuaHaLon C Optimization	\$1,023.00
Frequency Coordination/FOO License	
Freight	\$1,883.33
Gross Receipts Tax 83125%	\$85.20
Total	\$473,384.68

Notice: The terms and conditions of this proposal are shown on page 2 of this agreement.

Notes:

- 1 This quote is good for 90 days.
- 2 **Standard Terms - Net 75, Subject to credit approval. Leasing and financing options are available upon request.**
- 3 Delivery - 4-7 days ARO (after receipt of order) is typical.
- 4 As used herein, "Proposal" means this document, also referred to as "Sales Agreement" once signed by "Seller" and "Customer", or by acceptance of a Customer provided purchase order. "Seller" means Advanced Communications and Electronics, Inc.; "Customer" means the customer named on the front of this "Proposal"; "Product" means the equipment and or parts Customer is purchasing from Seller, as more particularly described on the front of this "Proposal"; and "Manufacturer" means the manufacturer(s) of the Product.
- 5 Seller hereby disclaims any express or implied warranties regarding the Product, including, but not limited to, warranties of merchantability and/or fitness for a particular purpose. Customer acknowledges that the Product is sold "AS IS," and that the Manufacturer's warranty, if it exists, is the only warranty applicable to the Product.
- 6 Customer agrees that its sole remedy for any nonconforming Product is the return of the Product and a refund of the purchase price. In no event shall Seller be liable to Customer for any consequential or incidental damages resulting from any nonconforming Product. Returned products must be returned in unused condition and in the original packaging.
- 7 Customer may return conforming Product to Seller, at Seller's sole discretion, within thirty (30) days of purchase for a refund of the purchase price. Seller has discretion to withhold up to a twenty percent (20%) restocking fee from any such refund.
- 8 Customer shall pay to Seller all costs and expenses, including court costs and reasonable attorney's fees, incurred by Seller in exercising any of its rights or remedies under this "Sales Agreement" or enforcing any of the provisions hereof.
- 9 This "Sales Agreement" shall be governed by and interpreted in accordance with New Mexico law. Any lawsuit related to this "Sales Agreement" shall be brought in a court of competent jurisdiction in Bernalillo County, New Mexico.
- 10 If any provision of this "Sales Agreement" is determined to be invalid or unenforceable, the remainder of this "Sales Agreement" shall not be affected thereby.
- 11 Customer acknowledges that it has read and understands the terms and conditions of the "Sales Agreement" and agrees to be bound by them. This "Sales Agreement" sets forth the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, made between the parties regarding the subject matter hereof.
- 12 Refer to Installation Agreement form for additional installation details and terms and conditions relating to the equipment installation. This additional form is required on all installations over \$500.00.

Accepted By:

Customer Signature

Date

Seller Signature

Date