



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
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Price Agreement Number: 00-00000-19-00027AB

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F.O.B.: Destination

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

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Invoice:
As Requested

Title: **NG-911 Systems and Related Hardware, Software and Services**

Term: **6/26/2020 through 6/26/2025**

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.

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STATE OF NEW MEXICO

Statewide Price Agreement

INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB

THIS INFORMATION TECHNOLOGY AGREEMENT (“Agreement” or “Contract”) is made by and between the **State of New Mexico, General Services Department, State Purchasing Division on behalf of the Department of Finance and Administration, Local Government Division (DFA/LGD)**, hereinafter referred to as “Procuring Agency” and **ConvergeOne, Inc.**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code, NMAC 1.4.1 *et.seq.*; the Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the **RFP #00-00000-19-00027 NG-911 Systems and Related Hardware, Software, and Services** and the Contractor’s response to such document(s) are incorporated herein by reference.

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

1. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
2. “Agency CIO” means Procuring Agency’s Chief Information Officer.
3. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
4. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
5. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
6. “Complete Working Order” means the uninterrupted, defect free operation of the system, to include major and minor failures as defined in the “Failure Prioritization Schedule”, and related (hardware, software to include software subscription, and related services/labor) that meets all applicable specifications and other requirements of the awarded agreement.

7. “Computer Aided Dispatch/Records Management System” a computer-based system, which aids PSAP dispatchers by automating selected dispatching and record keeping activities.
8. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.
9. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be the State Purchasing Division or his/her Representative.
10. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.
11. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
12. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
13. “DFA” mean the Department of Finance and Administration for the State of New Mexico.
14. “Dispatch Console” means commercial grade workstation furniture that supports 911 equipment, such as keyboard, mouse, and screens, capable of being adjusted to the height and ergonomic requirements of the individual dispatcher.
15. “DoIT” means the New Mexico State Department of Information Technology.
16. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.
17. “Emergency medical, fire, and law enforcement dispatch software” mean software used in a PSAP that provides prompts for the dispatcher for emergency situations pertaining to fire, law enforcement and medical, based on nationally established protocols.
18. “Employees” means stockholders, directors, officers, employees and agents.

19. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
20. “Escrow” Not Applicable. The Parties agree there is no Escrow.
21. “ESInet” (Emergency Services IP network) means a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG-911 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network, as defined by the NENA master glossary of 911 terminology, revision date 4/13/2018.
22. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
23. “Failure Prioritization Schedule” means the following failure priority levels shall be used during the system and acceptance testing process, for any installation period, warranty period, and post warranty maintenance and support provided to the PSAPs or purchasing entity:
 - A. For Major failures which render the system 50% unusable and/or inoperable, call processing function is decreased, prevents a 911 caller from making voice contact with the PSAP, or prevents the PSAP from viewing Automatic Number Identification/Automatic Location Identification (ANI/ALI) information of the caller, the Contractor shall guarantee the following:
 1. A response by telephone to the PSAP or purchasing entity upon receipt of a problem.
 2. If the issue cannot be resolved through verbal contact or remote diagnostics and repair, the Contractor shall provide a manufacturer certified technician on-site for hardware and software support within a four (4) hour maximum response time from receipt of the problem reported. Any waiver from this requirement must be approved in writing by the PSAP Director/Manager for the PSAP or purchasing entity.
 - B. For Minor failures which have little or no effect on call processing but for which there is a work around. This would include punch list items which have little or no effect on call processing, the Contractor shall guarantee the following:
 1. A response by telephone to the PSAP or purchasing entity upon receipt of a problem.
 2. If the issue cannot be resolved through verbal contact, remote diagnostics and repair, the Contractor shall provide a manufacturer certified technician on-site within a 24-hour maximum response time from the receipt of the problem reported. Any waiver from this requirement must be approved in writing by the PSAP Director/Manager for the PSAP or purchasing entity.

24. “Fully Certified Reseller” means an entity known as a reseller that is certified and by the manufacturer to sell NG-911 systems and related hardware, software, and services for only the manufacturer types proposed by the Contractor.
25. “Fund” (E-911) means the Enhanced 911 fund.
26. “Generators” a stand-alone device that generates electrical power in the event of a power outage.
27. “Geo-Diverse Systems” means solutions that “split” a controller between two or more geographically diverse locations such as a Police Department or Sheriff’s Office that has a second location that can serve as a backup or two or more agencies that partner together on a regional/shared system.
28. “GRT” means New Mexico gross receipts tax.
29. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
30. “Hosted” and/or “Remote” means a single controller supporting multiple PSAPs.
31. “Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel , per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
32. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
33. “Installation” means the written acceptance and approval from the PSAP Director/Manager to include the following:
 - A. onsite project management services; onsite project manager,
 - B. site survey,
 - C. design,
 - D. equipment order and tracking,
 - E. shipment to site,
 - F. inventory control,
 - G. staging,
 - H. installing the equipment,
 - I. master clock device such as Netclock to provide a central clocking to all devices in the PSAP environment,
 - J. cabling/wiring to include but not limited to all cables such as cabling to printers, modems, terminals, workstations, and station/house wiring,
 - K. coordination with PSAP,
 - L. system testing and turn-up,
 - M. integration of system and hardware interfaces,
 - N. quality assurance review,
 - O. any other activities to complete the installation, and
 - P. decommission of existing system at the request of the PSAP.
34. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or

indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party shall have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”).

35. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
36. “Language Translation Services” a third party, off-site provider of voice translation service, over the phone, for foreign language speaking 911 callers.
37. “Local Governing Body” means the board of county commissioners of a county or the governing body of a municipality as defined in the Municipal Code [Chapter 3 NMSA 1978, except Article 66].
38. “Local Public Body” pursuant to 13-1-99 NMSA, means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [Section 13-1-28 through 13-1-199 NMSA 1978].
39. “Logging Recorders” means a stand-alone device that records, stores and is capable of playing back all telephony and radio communications to a PSAP, both in-bound and out-bound. Logging recorders have the capability of simultaneously recording from several sources.
40. “Maintenance and Support/Post Warranty Maintenance and Support” means the Contractor guarantees the NG-911 system and related hardware, software to include software subscription, and any labor related services for maintenance and support shall be in **Complete Working Order as defined in this Agreement** during the post warranty maintenance and support period and after the one-year warranty period. The Contractor shall repair all major and minor failures as defined in the “Failure Prioritization Schedule” to include but not limited to:
- A. keeping the latest version of the system software operational;
 - B. providing software upgrades to keep the system(s) operational;
 - C. providing software patches to keep the system(s) operational; and
 - D. replacing any defective hardware to keep the system(s) operational.

Exclusions from Maintenance and Support:

1. UPS Systems and batteries may be included in the NG-911 systems catalog.
 2. Any external and/or ancillary devices to the NG-911 system such as recorders, generators, and Computer Aided Dispatch.
41. “Manufacturer” means an original equipment producer of branded or unbranded integrated products.
42. “Manufacturer Certified Technician” means technicians that are trained and certified by the manufacturer on its proposed system(s).

43. “Manufacturer’s Suggested Retail Price” or “MSRP” means the advertised price which the manufacturer recommends the retailer/reseller sell the product.
44. “Map Server” means a server that houses maps which are propagated to each workstation in a specific PSAP.
45. “Monthly Recurring Cost” means the maximum cost for post warranty maintenance and support excluding gross receipts tax.
46. “Next Generation 911 System” or “NG-911 System” means a system consisting of network, hardware, software, data and operational policies and procedures that; (1) provides standardized interfaces from call and message services; (2) processes all types of emergency calls, including non-voice (multimedia) messages; (3) acquires and integrates additional data useful to call routing and handling; (4) delivers the calls, messages and data to appropriate public safety answering points and other appropriate emergency entities; (5) supports data and communications needs for coordinated incident response and management; and (6) provides a secure environment for emergency communications.
47. “NG-911 Professional Services” means the professional services of system architects, engineers, management and system analysts, project managers, planners, researchers, technical specialists, or any other persons or businesses providing similar professional/technical services related to NG-911 emergency systems, referenced in Appendix H.
48. “Onsite Project Manager” means an NG-911 solution-focused project manager assigned by the vendor to achieve the project and/or operational objective to include but not limited to leading, coordinating, performing the pre-installation planning, project management, coordination of data acquisition for the mapping system, documentation delivery, attend meetings, provide requested reports, prior to the delivery of the NG-911 System(s) for a complete and successful installation. This onsite project manager shall not be the installation technician. Any waiver from this requirement must be approved by the PSAP Director/Manager.
49. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
50. “Performance Bond” Not Applicable. The Parties agree there is not performance bond.
51. “Pre and Post System Acceptance Training” means onsite end user and technical user training that includes but not limited to system operation.
52. “Price Agreement” means an indefinite quantity contract which requires the contractor to furnish items of tangible personal property or services to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
53. “Prime Contractor” means the Contractor solely responsible for the fulfillment of the contract with the State. The State will make contract payments only to the prime contractor.
54. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work.

55. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency.
56. “PSAP” or “public safety answering point” means a twenty-four-hour local communications facility that receives 911 service calls and directly dispatches emergency response services or that relays calls to the appropriate public or private safety agency.
57. “Purchase Order” means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver products or services pursuant to a Price Agreement.
58. “Purchasing Entity” means a PSAP, state agency, educational institution, or a non-state entity, properly authorized by the State to purchase the goods described in this solicitation.
59. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
60. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
61. “Radio” means wireless transmission and reception of electric impulses or signals by means of electromagnetic waves.
62. “Refurbished” means previously used equipment and/or parts that have been restored to like-new working condition.
63. “Related Services” or “Related Services/Labor” means onsite project management services, installation, 1 year warranty on the NG-911 system, training of existing/new systems to include pre and post system acceptance training for end-users and technical users as defined in Appendix E, and any mandatory requirements in support of the NG-911 system. *Excluding post warranty maintenance and support of existing/new NG-911 systems.*
64. “Remote Diagnostics” means the ability to evaluate an NG-911 system problem through network access to the site for the purpose of diagnosing the problem.
65. “Replacement Parts” means parts provided by the contracted vendor during warranty and post warranty maintenance and support to repair any major and minor failures of the system.
66. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
67. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
68. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
69. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
70. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
71. “Software Patches” means to correct known bugs or problems within the software that makes it perform less than optimally. All patches are included in the software subscription at no added cost to the monthly cost of maintenance and support services.

72. “Software Subscription” means an annual license fee made available to users for NG-911 software services to include software patches and upgrades and any labor services related to the software subscription.
73. “Software Upgrades” means a major revision to the most recently installed version of software bundled with the NG-911 system by adding more features and functionality to the program. All software upgrades are included in the software subscription at no added cost to the monthly cost of maintenance and support services.
74. “Source Code” Not Applicable. The Parties agree there is no Source Code.
75. “Spare Parts” means cache of parts that are included with the purchase of an NG-911 system and are owned by the PSAP and/or purchasing entity.
76. “State” means the State of New Mexico.
77. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.
78. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
79. “Training” means any formal courses/classes that are designed to deliver the guidance to operate the NG-911 system(s). The training excluded from the scope of this Agreement are any courses for PSAP related licensure and certification training programs.
80. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.
81. “Uninterruptable Power Supply” or “UPS” means a device that provides emergency power, while the generator is turning on, to a load when the input power source or main power fails or falls to unacceptable levels.
82. “Warranty” means the Contractor guarantees the NG-911 system and related hardware, software to include software subscription, and related services/labor shall be in **Complete Working Order as defined in this Agreement** for a minimum of 1 year or 12 months starting from the date of final acceptance by the PSAP Director/Manager (Warranty Period). The Contractor shall repair all major and minor failures as defined in the “Failure Prioritization Schedule” after final acceptance during the Warranty Period.
83. “Work made for hire” The services contemplated by this Agreement do not include the provision of any services on a work made for hire basis, and the NG-911 Professional Services, described in Appendix H, do not qualify as, and are not provided as, a work made for hire.

ARTICLE 2 – SCOPE OF WORK

- A. The Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
 1. The Contractor will be limited to the NG-911 systems and related hardware, software, and services/labor awarded in this Agreement as outlined in Exhibit A, to include any future amendments. There are no volume or purchase commitments by the PSAPs or purchasing entities or the State of New Mexico as to any specific dollar amount. The awarded NG-911 systems and related hardware, software, and services/labor must be available to the PSAPs or purchasing entities should they elect to make any purchases and/or request quotes.

2. The PSAPs' fiscal agent shall retain ownership of any awarded system and related hardware, and software purchased pursuant to this Agreement. Other than PSAPs, other purchasing entities shall retain ownership of any system, hardware, and software purchased pursuant to this Agreement.
 3. The NG-911 systems and related hardware, software, and services/labor awarded in this Agreement as outlined in Exhibit A shall not increase for the first two (2) calendar years. Anytime during the term of the agreement pricing reductions for the products awarded are encouraged and shall be submitted to DFA, GSD, and DoIT for review and approval resulting in a written amendment to the agreement.
 4. The PSAP or purchasing entity are encouraged to negotiate pricing, not to exceed the maximum price for products awarded, with any one of the awarded Contractors during the term of the agreement. Any price increases to existing products awarded in the agreement shall be submitted only at the time of the price agreement renewal.
 5. For new products or discontinued products, the Contractor may submit a request to update the awarded price agreements. The DFA, GSD, and DoIT will evaluate requests and coordinate with the SPD contract administrator to update the agreement through a written amendment. Any cost/pricing changes shall use the same pricing format that was awarded in the price agreement. The amendment must clearly identify the items that are discontinued and/or replaced with the proper item number, description, and related cost.
 6. During the term of the agreement, the awarded agreement may be amended to include any federal requirements that may result from any federal funds awarded for any 911 Services related to the products and/or services outlined in Exhibit A. It is the responsibility of the Procuring Agency to notify the Contractor of any changes to the terms and conditions prior to any purchases. The Procuring Agency is required to utilize the amendment process for any changes impacted from utilizing federal funds if it impacts the awarded price agreement.
- B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor's proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency's rights pursuant to Article 6 or Article 16, below.
- C. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency's prior written consent, according to the Amendment process stated in Article 25, below.
- D. License. The following is a list of the software included in the NG-911 System. The terms of use for such software will be governed by the applicable manufacturer's end user license agreements, copies of which are included in Exhibit B.

Motorola VESTA Solutions

- VESTA 9-1-1 (R7.2), Analytics (Standard) and VESTA Map Local (R2) are perpetual licenses. Perpetual software licenses authorize the use of the software with a software support agreement.
- VESTA Solutions has not proposed any non-perpetual licenses.
- VESTA Solutions includes many patents and copyrights.
- VESTA Solutions software includes Oracle Java Embedded.

West Safety Services

Procuring Agency's right to copy the Software is limited to Procuring Agency's archival, backup and training purposes only. All of Procuring Agency's archival and backup copies of the Software are subject to the provisions of this Agreement, and Procuring Agency will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on Procuring Agency's Software copies.

Software	Description	Version	License Type
Power 911	Client 911 Application	7.0	Perpetual and Proprietary
VIPER	System software	7.0	Perpetual and Proprietary
PowerOps (Optional)	Message Board software	1.1	Perpetual and Proprietary
MapFlex	Client Mapping Application	5.4	Perpetual
Sentry CPE Manager	Alarm system software	2.2 SP2	Perpetual and Proprietary
ITRR	Instant playback recorder	2	Perpetual and Proprietary
Windows professional	Workstation Operating System	10, embedded	Perpetual and Proprietary
Windows Server	Server Operating System	2012 R2 64bit	Perpetual and Proprietary
Windows Security 2012	Domain administration software	2.2	Perpetual and Proprietary

E. Source Code. Not Applicable. The Parties agree there is no Source Code.

F. Procuring Agency's Rights.

1. Rights to Software. Not Applicable.
2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers on Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same degree of care that Contractor takes with respect to its own information and data.
4. Rights to Data. Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

ARTICLE 3 - COMPENSATION

- A. **Compensation.** Procuring Agency or purchasing entity will pay Contractor according to the fixed price set for each Deliverable per Appendices H-N as outlined in Exhibit A – Scope of Work.
- B. **Payment.** Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by DFA or the purchasing entity no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.
- C. **Taxes.** Contractor will be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes (“GRT”), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. **Retainage.** Not Applicable. The Parties agree there is no retainage.
- E. **Performance Bond.** Not Applicable. The Parties agree there is no Performance Bond requirement.

ARTICLE 4 – ACCEPTANCE

- A. **Submission.** Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.

- B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:
1. Meets or exceeds the Deliverable requirements stated in the SOW; and
 2. Complies with the terms and conditions of RFP #00-00000-19-00027; and
 3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
 4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within **fifteen (15) Business Days** (the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from

Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURES OF DoIT AND THE STATE PURCHASING AGENT.

This Agreement will be for five (5) calendar years in duration, unless terminated pursuant to Article 6, below. In no case will the Agreement exceed a total of (5) five calendar years.

ARTICLE 6 – TERMINATION

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.
1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
 2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
 3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.

- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
 2. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
 3. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
 4. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
 5. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
 6. In the event this Agreement is terminated due to Contractor's Default, failure to perform pursuant to the terms and provisions of this Agreement and/or gross negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);
 7. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall reasonably cooperate with the Procuring Agency and the State's new vendor in transferring the necessary information to ensure an orderly and timely transfer of files, data, and other materials.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:
1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
 2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.
- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.

ARTICLE 9 – OWNERSHIP OF INTELLECTUAL PROPERTY

Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to the Procuring Agency upon delivery to the Procuring Agency. Title and ownership of software delivered to Procuring Agency pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Additionally, Contractor and Procuring Agency each reserves all rights, including, but not limited to, ownership, title, IP rights and all other rights and interest in and to any Pre-Owned IP that it makes available to the other party as is necessary for such other party's performance under this Agreement. Furthermore, Contractor will own any intellectual property that it develops, creates, or otherwise acquires, excluding Procuring Agency's intellectual property, while performing the NG-911 Professional Services described in Appendix H. For NG-911 Professional Services that are purchased, developed, or created under this Agreement, upon receipt of Procuring Agency's payment for such services, Contractor hereby grants Procuring Agency a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the services as originally configured and deployed for the

limited purpose of conducting Procuring Agency's internal business. Contractor reserves all other intellectual property rights not expressly granted herein.

ARTICLE 10 –INDEMNIFICATION

With respect to Hardware and Software that Contractor provides to the Procuring Agency hereunder, Contractor will provide to the Procuring Agency an intellectual property infringement indemnity to the extent, and only to the extent, that Contractor receives an intellectual property infringement indemnity from the respective manufacturer for such Hardware and Software. The terms and provisions of each intellectual property infringement indemnity that apply to the respective Hardware and Software that Contractor provides to the Procuring Agency hereunder are available at <https://www.convergeone.com/support/intellectual-property-infringement-indemnification>. Because Contractor is not the manufacturer of any of the Hardware or Software (collectively "Product"), Contractor provides no indemnity with respect to any claim that arises from a combination of (i) a Product manufactured by one (1) manufacturer with a Product manufactured by a different manufacturer; or (ii) a Product that Contractor provides to a Procuring Agency with any product that Contractor has not provided to such Procuring Agency. Notwithstanding the preceding sentence, however, with respect to each individual Product involved in the aforementioned combinations, Contractor will still provide to the Procuring Agency the intellectual property infringement indemnity to the extent, and only to the extent, that Contractor receives an intellectual property infringement indemnity from the respective manufacturer for each Product.

ARTICLE 11 - WARRANTIES

- A. **General.** Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.
- B. **NG-911 System(s) and Related Hardware, Software to include Software Subscription, and Related Services/Labor.** The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s), the technical specifications of this Agreement, and all generally accepted industry standards. The Contractor guarantees the NG-911 system(s) and related hardware, software to include software subscription, and related services/labor shall be in **Complete Working Order as defined in this Agreement** for a minimum of 1 year or 12 months starting from the date of final acceptance by the PSAP Director/Manager (Warranty Period). The Contractor shall repair all major and minor failures as defined in the "Failure Prioritization Schedule" after final acceptance during the Warranty Period. If the NG-911 system, hardware, software to include software subscription fails to meet the applicable specifications

during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software or products meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. **Key Personnel.** Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Agency’s prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:
- Brian M. Kelley, Senior National Account Manager
Phone: (720) 279-5812 Email: bkelly@convergeone.com
 - Stefany Bullard, Inside Sales Representative
Phone: (720) 625-7018 Email: sbullard@convergeone.com
 - Mary Flickner, E911 Project Manager
Phone: (720) 279-5808 Email: mflickner@convergeone.com
 - David Agrodnia, Area Sales Leader
Phone: (720) 279-5821 Email: dagrodnia@convergeone.com
 - Jeff Greenwood, E911 Technical Consultant
 - Ben Lopez, E911 Technical Consultant
 - Gerald Stewart, E911 Technical Consultant
 - Tim LaMonte, E911 Technical Consultant
 - Jake Briggs, E911 Director of Operations
- B. **Personnel Changes.** In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by Procuring Agency’s Project Manager. For all of Contractor’s personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency’s approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency’s prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. Procuring Agency reserves the right to require a change in Contractor’s personnel in the event Contractor’s personnel are not, in Procuring Agency’s sole and exclusive determination, meeting Procuring Agency’s standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. **Independent Contractor.** For the purposes of this Agreement, Contractor and Contractor’s Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor’s Employees are neither employees nor agents of the State (“State Employees”). None of Contractor and Contractor’s Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor’s entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. **Subject of Proceedings.** Contractor warrants that neither Contractor nor any of Contractor’s Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor’s ability to perform hereunder; nor, to the best of Contractor’s knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor’s Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR’s review and approval, including:
 - (a) the name of the person requesting the Change;
 - (b) a summary of the requested Change;
 - (c) the start date for the requested Change;
 - (d) the reason and necessity for the requested Change;
 - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
 - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR’s receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will comply and cooperate with the IV&V vendor. Contractor’s cooperation includes, but is not limited to:
 - 1. Providing the Project documentation;
 - 2. Allowing the IV&V vendor to attend Project related meetings; and
 - 3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

- B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:
 - 1. Submit its IV&V reports directly to DoIT’s Project Oversight and Compliance Division (EPMO@state.nm.us) according to DoIT’s IV&V Reporting Template and Guidelines located on DoIT’s webpage: http://www.doit.state.nm.us/project_templates.html, with a copy to Procuring Agency.
 - 2. Use a report format consistent with DoIT’s IV&V Reporting Template and Guidelines located on the same DoIT website.

ARTICLE 16 – DEFAULT

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may seek all remedies available under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 – LIMITATION OF LIABILITY

- A. EXCEPT FOR CONTRACTOR’S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE ENTIRE LIABILITY OF CONTRACTOR (AND CONTRACTOR’S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND PROCURING AGENCY’S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF

PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN THE PERTINENT MANUFACTURER'S WARRANTY; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN THIRTY (30) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO CONTRACTOR, PROCURING AGENCY'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT ORDER; OR (III) FOR CONTRACTOR'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF CONTRACTOR DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, PROCURING AGENCY'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT ORDER. CONTRACTOR SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY PROCURING AGENCY; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- B. Notwithstanding any contrary provisions contained the in Agreement, Contractor and Procuring Agency acknowledge and agree to the following:
- 1) Procuring Agency acknowledges that the Services may not function properly: (i) during any disruption of power at the Procuring Agency's location; (ii) during any disruption of internet connectivity to the Procuring Agency's location; (iii) during any period in which the Procuring Agency's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Procuring Agency for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond Contractor's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of Contractor or its third party suppliers); (v) if Procuring Agency's equipment fails to function, is not properly configured or is defective.
 - 2) SHOULD PROCURING AGENCY, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE

SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONTRACTOR BY PROCURING AGENCY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EVEN IF CONTRACTOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF PROCURING AGENCY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN PROCURING AGENCY.

ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval, which consent shall not be unreasonably delayed, conditioned or withheld. Notwithstanding the foregoing, if otherwise permitted by law, Contractor may assign the Agreement without prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an affiliate provided such party gives the Procuring Agency thirty (30) days prior written notice.

ARTICLE 20 – SUBCONTRACTING

- A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

- B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each such approved subcontractor will agree in a written form to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 –CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of three (3) years from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover

Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will maintain a record of the number of 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. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
<https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party’s Representative.

Notices will be addressed as follows:

For PROCURING AGENCY

To SPA:

State Purchasing Agent
Purchasing Division
Phone: (505) 827-0472
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, NM 87505 with a copy to DFA:

Stephen Weinkauf, E-911 Bureau Chief
Department of Finance and Administration
Local Government Division
E-mail: stephen.weinkauf@state.nm.us
Phone: (505) 827-8060
407 Galisteo Street
Bataan Memorial Building, Room 202
Santa Fe, NM 87501

For CONTRACTOR

Kyle Wewe, Vice President
ConvergeOne, Inc.
E-mail: kwewe@convergeone.com
Phone: (512) 758-7300
8680 Concord Center Drive
Englewood, CO 80127

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

ARTICLE 29 – GENERAL PROVISIONS

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
 3. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
- B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

ARTICLE 30 - SURVIVAL

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

ARTICLE 31 - TIME

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 33 – OTHER ADDITIONAL PROVISIONS

1. **Work Location:** The Contractor and any of their personnel will physically perform any services contracted by the State of New Mexico in the United States, this includes any work that is performed offsite or remote.
2. **Quote Requirements:** The Contractor will provide a quote with the following separate line items to the PSAP or purchasing entity when requested:
 - A. If any, description and related cost of the hardware and/or software to be purchased from the NG-911 Catalog per Appendix L;
 - B. If any, description and related cost for professional services being contracted per Appendix H;
 - C. Description and related cost for NG-911 system by position size to include related hardware and software per Appendix I;
 - D. Annual post warranty maintenance and support package cost per Appendix J, only after the 1 year warranty and if applicable;
 - E. Description and related cost for any formal training per Appendix K;
 - F. If any, description and related cost for additional options for NG-911 per Appendix M and N;
 - G. Shipping costs, if applicable; and

- H. Gross receipts tax.
- 3. Invoice Requirements:** The Contractor will provide an invoice with the following separate line items to the E-911 Program Manager on behalf of the approved PSAP or to the purchasing entity that approved the purchase:
 - A. If any, description and related cost of the hardware and/or software purchased from the NG-911 Catalog per Appendix L;
 - B. If any, description and related cost for professional services being contracted for per Appendix H;
 - C. Description and related cost for NG-911 system by position size to include related hardware and software per Appendix I;
 - D. Annual post warranty maintenance and support package cost per Appendix J, only after the 1 year warranty and if applicable;
 - E. Description and related cost for any formal training per Appendix K;
 - F. If any, description and related cost for additional options for NG-911 per Appendix M and N;
 - G. Shipping costs, if applicable; and
 - H. Gross receipts tax.
- 4. Fully Certified Resellers or Manufacturers:** The Contractor will be a fully certified reseller or manufacturer for the proposed NG-911 systems and related hardware, software, and services.
- 5. Industry Standards:** The Contractor's NG-911 systems and related hardware, software, and services meet current industry standards, and Contractor will remain current with industry standards during the term of this Agreement by ensuring that the manufacturers of the hardware and software included comply with the National Emergency Number Association (NENA i3) standards, see link https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/NENA-STA-010.2_i3_Architectu.pdf.
- 6. Onsite Project Manager:** The Contractor will provide an onsite project manager prior to delivery of the NG-911 systems and related hardware, software, and services through the duration of the project and operational activities resulting in a fully accepted operational system. Any waiver from this requirement will be approved in writing by the PSAP Director/Manager or purchasing entity contracting for the services.
- 7. System and Hardware Interfaces Minimum Requirement:** The Contractor's NG-911 system(s) will restrict connection to the public internet and support, through its interfaces, the following listed devices, networks, and databases at a minimum:
 - A. Computer Aided Dispatch (CAD), Records Management Systems (RMS).
 - B. Master clock devices such as Netclock®.
 - C. Network Interfaces to include: (1) Traditional Centralized Automated Message Accounting (CAMA) trunks, (2) Lines and trunks for local telephone service provided by the Local Exchange Company (LEC), (3) ESInet i3 interface.
 - D. Automatic Location Information (ALI) database(s).

- 8. Provide Replacement Parts from a NG-911 System Installation:** The Contractor will provide availability for any replacement parts from a NG-911 system installation during the one (1) year warranty period and during post warranty maintenance and support. Any replacement parts meant to support the specific PSAP must not be used to support another PSAP's system.
- 9. NG-911 Pre and Post System Acceptance Training for End-Users and Technical Users:** The Contractor will provide initial on-site pre and post system acceptance training for its NG-911 system(s) for end-users and the technical users that will be included as part of any system purchase. The Contractor will provide at a minimum the training described in Appendix E of this Agreement.
- 10. NG-911 System Standard Features:** The Contractor will provide the standard system features for its NG-911 system(s) as listed in Appendix F of this Agreement.
- 11. Support 24/7 365 Days a Year including Holidays and Weekends:** The Contractor will provide 24/7 365 days a year, to include holidays and weekends, warranty and post warranty maintenance and support services on its NG-911 systems and related hardware, software, and services as defined by the "Failure Prioritization Schedule" found in Article 1 - Definitions of this Agreement.
- 12. NG-911 System Availability:** The Contractor will provide NG-911 system(s) that are available to users 24 hours a day, 7 days per week, 365 days per year including holidays and weekends. The Contractor will provide the PSAP or purchasing entity with NG-911 system availability of no less than 99.999%. The downtime resulting from external causes, including, but not limited to 911 network outages, acts of God, fire, PSAP or purchasing entity's negligence will be excluded from downtime calculations.
- 13. Replacement Parts for Installation Requires a Manufacturer Certified Technician:** The Contractor will provide a manufacturer certified technician for installation of any replacement parts for the PSAP or purchasing entity during the 1 year warranty period and during post warranty maintenance and support.
- 14. New Replacement Parts:** The Contractor will provide only parts that are new, not refurbished, for any given PSAP or purchasing entity. Refurbished parts will be allowed only upon a written statement from the manufacturer stating the new parts are no longer available and the refurbished parts have been tested. Any waiver from this requirement will be approved in writing by the PSAP Director/Manager or purchasing entity.
- 15. Replacement Onsite Spares Guarantee:** The Contractor will replace the onsite spares to restore the inventory levels that came with the system upgrade within thirty (30) days of using parts from the spare part inventory.
- 16. Service Level Agreement (SLA) for Warranty Period and Post Warranty Maintenance and Support:** If there is language in the SLA that is not advantageous to the State of New Mexico and/or language that conflicts with this Agreement, State of New Mexico's Statute (NMSA), and Regulations

(NMAC), and/or policy, the State of New Mexico's language will take precedence. Contractor's SLA is provided in Exhibit B of this Agreement.

17. NG-911 System(s) and Related Hardware and Software Repair Response

Times: The Contractor will provide the repair response times (in hours) for warranty and maintenance support for each PSAP as listed in Appendix G of this Agreement.

18. NG-911 VPN Access to New Mexico PSAPs: The Contractor agrees to a single method of remote VPN access to New Mexico PSAPs, using only the state 911 Multiprotocol Label Switching (MPLS) network. The Contractor will register with the New Mexico E-911 Program Manager/Director with each individual technician having their own unique password. The Contractor will notify the E-911 Program Manager/Director within 24 hours of termination of employment of any of its employees, subcontractors, and technicians with VPN access, registered with the E-911 Program Manager/Director. Any contractor that does not adhere to this requirement will be subject to statewide price agreement cancellation.

19. End-User License Agreement (EULA) for Software: If there is language in the license agreement that is not advantageous to the State of New Mexico and/or language that conflicts with this Agreement, the State of New Mexico's Statute (NMSA) and Regulations (NMAC), and/or policy, the State of New Mexico's language will take precedence. Contractor's EULA is provided in Exhibit B of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: Deborah K Romero Date: 6/24/2020
Deborah Romero, Cabinet Secretary Designate
Department of Finance and Administration

By: Kyle Wewe Date: 6/23/2020
Kyle Wewe, Vice President
ConvergeOne, Inc.

By: Joseph Baros Date: 6/24/2020
Joseph Baros, Chief Information Officer
Department of Finance and Administration

Approved for legal sufficiency:

By: Andrew Baranowski Date: 6/23/2020
Andrew Baranowski, General Counsel
Department of Finance and Administration

Approved for financial sufficiency:

By: Elena Tercero Date: 6/23/2020
Elena Tercero, Chief Financial Officer
Department of Finance and Administration

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 02478113004

By: AnnMarie Lucero Date: 6/23/2020
Taxation & Revenue Department

Approved with respect to the information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State.

By: John Salazar Date: 6/26/2020
John Salazar, Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: Valerie Paulk Date: 6/26/2020
Purchasing Agent
for the State of New Mexico

This contract was signed on behalf of the State Purchasing Agent

EXHIBIT A – SCOPE OF WORK

Scope of Work: The scope of work shall consist of the maximum costs awarded in support of the NG-911 Systems, Related Hardware, Software, and Services to support the existing 911 PSAP environments within the State of New Mexico not to exceed the maximum costs awarded and outlined in the Cost Response Forms below. The maximum costs outlined below are all inclusive of mandatory business and technical specifications published, amended, incorporated in this awarded price agreement at no added cost, and must include any discounts, related travel, and any other related expenses.

Exclusions from the Scope of Work: The 911 equipment and related services NOT included in this scope of work include the following:

1. ESInet and Related Core Services
2. Logging recorders
3. Dispatch consoles
4. Emergency medical, fire, and law enforcement dispatch software
5. Language translation services
6. Generators
7. PSAP related licensure and certification training programs
8. Radio
9. Computer Aided Dispatch/Records Management System
10. Bundled or Managed Services
11. New Hosted and/or Remote Systems is not in scope. However, the maintenance and support of any existing Hosted and/or Remote Systems are within the scope.
12. Networking Services/Network Connectivity Services
13. Routing Services
14. Database Services

Appendices:

(Note there are 2 sets of Appendices E-N for each of Motorola VESTA Solutions NG-911 & Call Handling System and West Safety Solutions VIPER Power 911 Power Metrics.)

Appendix E – NG-911 Pre and Post System Acceptance Training for End-Users and Technical Users

Appendix F – NG-911 System Standard Features

Appendix G – NG-911 System(s) and Related Hardware and Software Repair Response Times

Appendix H – NG-911 Professional Services Cost Response Form

Appendix I – NG-911 System(s) by PSAP Position Size Cost Response Form

Appendix J – NG-911 Post Warranty Maintenance and Support Package Cost Response Form

Appendix K – NG-911 Formal Course Training Cost Response Form

Appendix L – NG-911 MSRP Catalog Listing by Manufacturer Type Response Form

Appendix M – Additional Options for NG-911 System(s) Cost Response Form

Appendix N – Additional Network Interface Options for NG-911 System(s) Cost Response Form

Professional Services Agreement Template 2019.11 Over \$60K



Appendix E: NG-911 Pre and Post System Acceptance Training for End-Users and Technical Users

Motorola

Course Name	Description	# of Hours before system acceptance (minimum of 4 hours)	# of Hours after system acceptance (minimum of 4 hours)	Minimum Class Size	Maximum Class Size	Type of User (End User or Technical User)	PSAP Position Size
VESTA® 9-1-1 ADVANCED ADMINISTRATOR TRAINING	Administrative Training required for a site that is implementing roles based routing, event notification features, or more complex / hybrid call flows. This class is required for more time to complete multi-roles / layouts, speed dial entries, and call transfer configuration.	16	16	2	8	Technical User	2-75
VESTA® 9-1-1 STANDARD ADMINISTRATOR TRAINING	Administrative Training designed for smaller PSAPs (less than 10 positions), for sites with one PSAP/Agency, and for customers with no roles based routing or no complex/hybrid call flow. This course is typically one of the first courses to occur during or shortly after the installation of a VESTA 9-1-1 system in order to set up the application before the call taker courses	12	12	2	8	Technical User	2-75
VESTA® ANALYTICS ADMINISTRATOR	VESTA Analytics course typically occurs after the installation of the new VESTA Analytics MIS system and after	4	8	2	8	Technical User	2-75



Course Name	Description	# of Hours before system acceptance (minimum of 4 hours)	# of Hours after system acceptance (minimum of 4 hours)	Minimum Class Size	Maximum Class Size	Type of User (End User or Technical User)	PSAP Position Size
	some data has been captured at the Call Center (typically 30 – 45 days after cutover) The course content covers the management information system and generated reports						
VESTA® 9-1-1 CONSOLE USER TRAINING	Console User training is a comprehensive user training class for the VESTA 9-1-1 console workstation (call processing solution) preparing the Telecommunicator to migrate from the legacy system to the Next Generation 9-1-1 system	4	4	2	8	End User	2-75
Cutover Coaching	This course occurs at PSAPs during and/or after the system is cutover and the VESTA 9-1-1 system is taking live calls. This course offers the service of the trainer to be a “job shadow” in the PSAP.		4			End User	2-75
VESTA® Map Local DataHub	DataHub for VESTA® Map Local is designed for all Administrators of the VESTA Map Local solution.	4	4	2	8	Technical User	2-75
VESTA Map Local Agent	VESTA® Map Local Agent is designed for all users of the VESTA Map Local solution.	2	2	2	8	End User	2-75



State of New Mexico

Request for Proposals RFP# 00-00000-19-00027
 NG-911 Systems and Related Hardware,
 Software, and Services

Response Forms to Business/Technical Specifications in Section IV

Course Name	Description	# of Hours before system acceptance (minimum of 4 hours)	# of Hours after system acceptance (minimum of 4 hours)	Minimum Class Size	Maximum Class Size	Type of User (End User or Technical User)	PSAP Position Size
VESTA Analytics Administrator Refresher	VESTA Analytics Administrator is offered to Administrators that have already completed the full VESTA Analytics Administrator Course. The remote session is offered 30-45 days following the full VESTA Analytics Administrator class or at the customer's discretion to allow for more real-life data to be collected and will aid in the demonstration of Analytics features and statistical reporting. The course will overview the management information system with a focus on generating reports and data management. Advanced planning and coordination is required.	4	4	2	8	Technical User	2-75

**West Safety Services**

Course Name	Description	# of Hours before system acceptance (minimum of 4 hours)	# of Hours after system acceptance (minimum of 4 hours)	Minimum Class Size	Maximum Class Size	Type of User (End User or Technical User)	PSAP Position Size
Power 911 End User Training (includes MapFlex user training)	This course introduces the use of the Power911 call taking system and all the features required to perform the functions of call receiver. This class is a hands-on course, where the learner will soon become confident with its use. MapFlex User training is designed to teach the fundamentals of MapFlex and its components as it relates to the PSAP.	Up to 4	Up to 4	1	8	End User	2-75
Power 911 Admin Training (and MapFlex Admin Training)	This course will teach the fundamentals for modifying, updating and maintaining configuration data for the Power911 system, or the MapFlex system.	Up to 8 for Admin of VIPER/P911 and up to 8 for Admin of MapFlex	Up to 8	1	4 (More if supported by location capabilities) ⁱ	Administrator	2-75
Admin Setup/Config Training (CCS) for Standard Site ^{iiiiiv}	Course is a review of current and future operations, equipment purchased, trunk lines, integrations, and options in VIPER and Power 911. Decisions will be made on specific configuration options of the system. The sessions are: Business Practices and Call Flow Analysis, Automatic Call Distribution (ACD), and Power 911 Administrator training. (A separate Power 911 Administrator Training will be conducted later in the project, when the end-user training is conducted. This part of the Administrator	Up to 8	N/A	1	4	Technical/ Administrative and Supervisor personnel that will make decisions on system options, call flows, input data and manage configuration.	2-75



Course Name	Description	# of Hours before system acceptance (minimum of 4 hours)	# of Hours after system acceptance (minimum of 4 hours)	Minimum Class Size	Maximum Class Size	Type of User (End User or Technical User)	PSAP Position Size
	training concerns only the set up needed to prepare the configuration.)						
Admin Setup/Config Training (CCS) for ACD Site	This is a review of the VIPER ACD system and its available options for the call flows that will be managed by ACD. A determination of specific trunk lines managed by ACD and which ones are not managed by ACD will be documented. A white board is highly desirable to map out the ACD queues and options.	Up to 24	N/A	1	4	Technical/ Administrative and Supervisor personnel that will make decisions on system options, call flows, input data and manage configuration	2-75

ⁱ Pre-acceptance and post-acceptance training pricing is included in Appendix I, Pricing

ⁱⁱ This application can only be manipulated from one terminal for training. Class size should be limited, unless other means of training can be accommodated. (i.e., Wall projection in classroom, etc.)

ⁱⁱⁱ One CCS must be included per site. CCS is not dependent upon PSAP size, but upon whether or not PSAP uses ACD. Standard CCS is included in Appendix I, Pricing.

^{iv} Because this training involves setting up Customer's configuration, it is always done at the beginning of the project, and not applicable to post-acceptance period.

^v Customer must provide a computer (laptop preferred) Windows XP or Higher with at least 20 GB of available hard drive space and a minimum of 4 GB of RAM. Customer must also have administrative rights to load software on the computer.



Appendix F: NG-911 System Standard Features

Motorola

No.	Description of NG-911 System Standard Features
1	<p><u>VESTA 9-1-1 Product - Public Safety Advantages</u></p> <p>The Motorola Solutions' VESTA 9-1-1 product offers many significant advantages to the State of New Mexico. Listed below are highlights of a few of the many unique standout capabilities of the VESTA 9-1-1 solution.</p> <ul style="list-style-type: none"> • Operating Systems – Microsoft Windows 10 professional (64-bit), CentOS 4.9 (MDS), CentOS 6.5 (ASN), CentOS 7.2 (CFS), Windows Server 2012 R2 and VMware Hypervisor ESxi 6.0 Update 2. • Database – The VESTA Analytics (MIS) uses Microsoft SQL Server Analysis Services (SSAS) — A database structure has been implemented that enables more efficient reporting and scalability for adding additional capabilities in the future as required. • Telecommunications – Motorola provides as a standard component, an industry-leading soft-switch packaged with Media Gateway's from AudioCodes, which provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities. Motorola, via its ESInet Interface Module (EIM) interface, also provides emerging i3 Next Generation connectivity. The system is highly configurable to support 9-1-1, emergency, non-emergency and administrative telephony needs. • Call Handling Functions – The VESTA 9-1-1 call handling functions are very robust and include, multiple party conferencing, single button transfers, extensive dial directory, ALI displayed on the screen layout and/or IP telephone (if equipped), silent monitoring, barge-in, abandoned call management, pocket dialing call prevention, queue activity display and much more. • Sound Arbitration Module - Traditional headset and handset interfaces are provided via the Sound Arbitration Module (SAM) unit. The SAM unit is comprised of the module itself, a headset/handset unit, an external speaker for system audio, and up to three jackboxes (console user, supervisor, and trainer). This provides all necessary analog interconnections for managing Call Taker/Dispatcher handsets/headsets, radio system integration and digital logging recorder outputs. • Call Recording – The VESTA 9-1-1 solution provides a short term recording capability for emergency, administrative and radio calls. The system records and stores all 9-1-1 calls for IRR purposes at each workstation. All call recordings are made available for playback from the console layout screen. • Heads-Up-Display (HUD) and Viewer (Optional) – System information can be displayed on a wall-mounted screen or a PC Workstation viewer. The display (TV or PC monitor) presents voice and text statistical queue data in a table format and can be configured with threshold alerts to

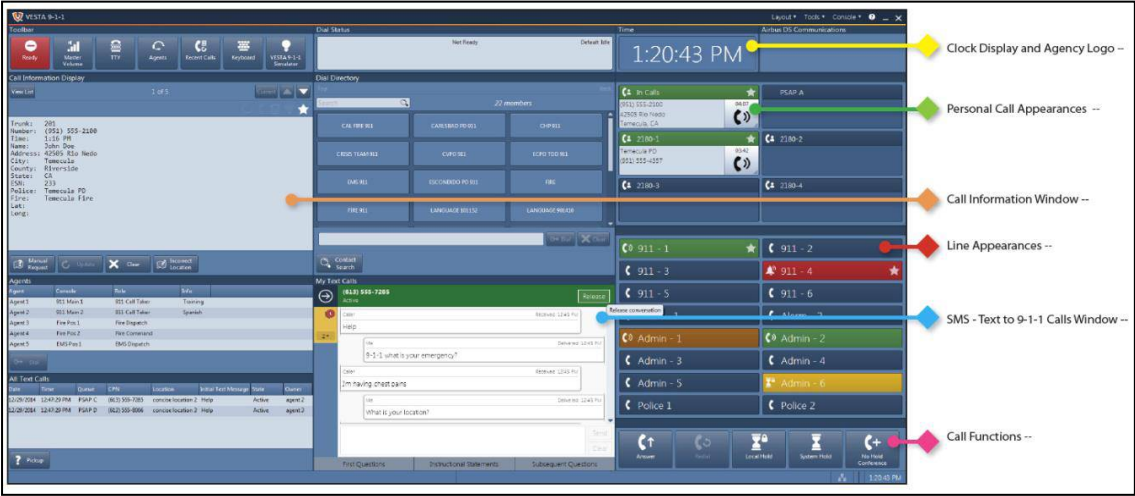


No.	Description of NG-911 System Standard Features
	<p>draw attention to critical issues in the queues. Custom ticker and priority messages can also be sent to a HUD Wallboard or HUD Viewer.</p> <ul style="list-style-type: none"> • Architecture - The system's components (such as servers and consoles) can operate on a Wide Area Network (WAN) and can support various deployment architectures, such as multi-site centralized, dual-site distributed, single-site centralized, and multi-site distributed. The system is deployed in a redundant configuration thus providing a High Availability (HA) architecture for centralization and integration of server applications. Firewalls are used on the system to terminate VPNs and to allow remote access to the site(s). Also, SMS and EIM interfaces are supported via Firewalls. In all deployments, an optional ruggedized laptop (CommandPOST) can provide remote emergency call handling functions outside an emergency call center. • COTS Design - Motorola is committed to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. Motorola standardizes with Cisco networking switches, HP workstation computer hardware, HP HA Servers, AudioCodes Gateways and Mitel Enhanced IP telephones. • Implementation – Single and/or hosted solution deployments are available. The system may be installed and serviced by Motorola or through extensive channel relationships. Customer agencies may also be trained to maintain the system if desired. • Ease of Use - The Motorola system offers the most intuitive, flexible and easy-to-use graphical interface available in the Public Safety industry today. Thus, providing significant time and cost savings in training new personnel. • Support – Motorola and/or its channel partners provide quality, around-the-clock customer service with remote monitoring, patch management, anti-virus and disaster recovery options. At any time day or night, a member of our highly skilled service team is available to assist customers with any questions or concerns.
2	<p><u>Console Features Overview</u></p> <p>Console features enable call takers to perform their daily voice and text call taking activities, such as receiving and placing calls, looking up and contacting emergency responders and other call center staff, transferring and conferencing calls, and handling caller information. These features form the core functions of the console.</p> <ul style="list-style-type: none"> • Console workspace - The console is a software application that lets a call taker send and receive voice and text calls and perform essential emergency response actions with a keyboard and mouse or touch screen. The console is configurable to the needs of the emergency response center and call taker roles. The console is comprised of static parts, such as the title bar, and of the fully-configurable layout design area. • Containers - A container is a customizable, self-contained interface item on which you can place assets such as call appearances, buttons that are used for call-taking tasks, and buttons that launch console windows. • Voice call appearances - Call appearances for voice let a call taker answer, place, and act on administrative and emergency calls. The layout design determines which call appearances are



No.	Description of NG-911 System Standard Features
	<p>available on the console. Call appearance types have different call handling functionalities. The following call appearance types are available for voice calls:</p> <ul style="list-style-type: none"> ○ Personal Call Appearance (PCA) — Each console has its own PCA. Consoles can have up to 10 PCAs. The number of PCAs determines the number of calls a console can handle or conference at a time. ○ Shared Call Appearance (SCA) — Visible on any console with the SCA configured on the layout. SCAs are lines and trunks. ○ In Calls Appearance (ICA) — Each console has its own ICA, which receives ACD calls. ○ Multiple Call Appearance (MCA) — Visible on any console with the MCA configured on the layout. It receives calls from repositories of calls (queues) mapped to the console. ○ Multi Calls — Answers the oldest call from the highest priority MCA. An MCA is used to answer calls in Priority Queues. <p style="text-align: center;">VESTA 9-1-1 Sample Workstation</p> <p>The diagram illustrates the VESTA 9-1-1 Sample Workstation setup. It includes an HP ProDesk MINI computer, two monitors displaying VESTA 9-1-1 software (one for the main interface and one for a local map), and a SAM (Sound Audio Module) unit. The SAM unit is connected to a Supervisor Headset and a Dispatcher Headset. It also connects to a Radio, which is further connected to a Radio Headset. A SAM PC Speaker is connected to the SAM unit. A Genovation Keypad is connected to the SAM unit via a Modular LAN Cable (LAN). A Keyboard and Mouse are connected to the SAM unit via USB connections. A red dot on the SAM unit indicates the VESTA Demarcation Point.</p>



No.	Description of NG-911 System Standard Features
	 <p>VESTA 9-1-1 Each VESTA 9-1-1 User Selects A Custom Layout Designed Specifically For Their User Role</p>
3	<p>Call Handling Features</p> <p>Emergency Call centers that have the VESTA 9-1-1 solution can receive voice and text emergency calls from the following methods:</p> <ul style="list-style-type: none"> • Legacy telephone networks Public Switched Telephone Network (PSTN) on emergency trunks • Centralized Automatic Message Accounting trunk (CAMA) • Network calls that are mediated through the NENA-defined ESInet • Text calls that originate from mobile subscribers on carrier networks <p>Emergency notifications, such as calls, can arrive on both phones and consoles. Consoles are computers that provide emergency and non-emergency call handling, including call transfers, conferences, monitoring, and emergency-responder contact information. Console users can receive emergency voice calls that are allocated through Automatic Call Distribution (ACD), shared line appearances, or repositories of calls (called Call Queues). Consoles can also be configured to receive and respond to emergency text calls. In response to both emergency voice and text calls, console users can dispatch emergency responders by using caller location information that is queried from the location information server.</p> <p>In addition to these basic activities, console users can transfer calls, add participants to a two-party call, look up contacts, such as emergency responders, return any inbound or outbound call and abandoned call, and receive text and voice calls over an ESInet.</p> <p>The VESTA 9-1-1 system supports the following call control features:</p> <ul style="list-style-type: none"> • Answer • Blind Transfer – Supervised and Unsupervised • Conference



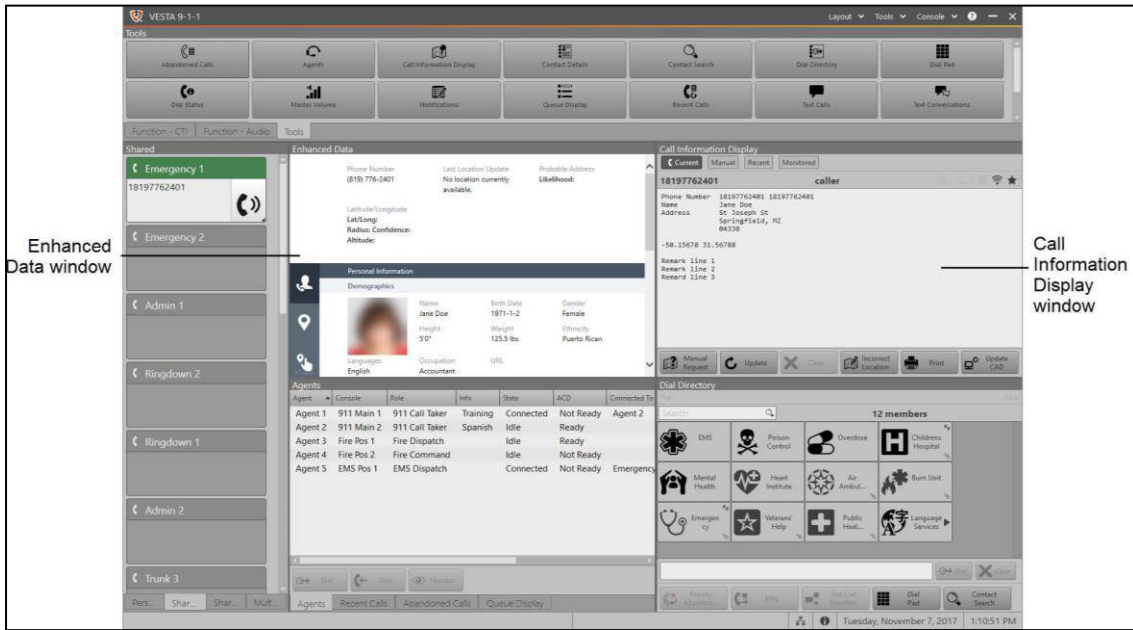
No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> • Drop All • Drop Last • Emergency Call Back • End Post Call Processing (End PCP) • Flash • Join • Move to Personal Call Appearance (PCA) • Local Hold • Network Conference • Network Drop Last • No Hold Conference • Pickup • Release • Retrieve Local Call • Retrieve • System Hold • Transfer • Transfer to Queue
4	<p><u>Call Information</u></p> <p>Call information is location and supplemental information of a voice or text call. The location information of a wireline call is extracted from a database based on the calling party number (called the ANI) and then sent to the workstation interface in the Call Information Display, a PCA, or an SCA. The ANI/ALI display is configurable and its configuration is determined by the PSAP's administrator.</p> <p>Call Information Display Window - Displays calling-party information for an active call or the last active call. Information for wireless, abandoned, TTY, monitored, and emergency calls can be displayed. Information for voice calls and for text calls can be displayed.</p> <p>Call information for the following items can be displayed:</p> <ul style="list-style-type: none"> • ACD emergency calls • Abandoned calls • Emergency and admin voice calls, during a text call or when the console is idle • Monitored calls • Abandoned callbacks • Emergency callbacks • Recent calls • Manually requested call information • Current and previous calls • Text calls <p>The Call Information Display window contains features that let you perform the following actions:</p> <ul style="list-style-type: none"> • Manually Request location information based on a phone number



No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> • Request updated location information • Clear location information that is displayed in the window • Print displayed location information in the form of a report • Create an Incorrect Location Information Report (ILIR) <div data-bbox="282 674 1409 1392"> </div> <p><i>VESTA 9-1-1 Call Information Display Window Provides Detailed ALI and Call Information Including Location Data. Users May Generate An Incorrect Location Information Report (ILIR) From This Window</i></p> <p>Enhanced Data Window (Optional) - By using the ANI of the call, a third-party data center can provide the following information about an emergency caller:</p> <ul style="list-style-type: none"> • Location Information — for example, civic address, latitude/longitude, percentage probability of given information • Personal caller information — for example, birth date, language, gender, contact information • Caller medical information — for example, allergies, blood type, medical conditions, medications <p>The Enhanced Data window continues to display the information of the caller after it is released and is cleared when the current call is updated.</p>



No. **Description of NG-911 System Standard Features**



Sample VESTA 9-1-1 PSAP Layout Showing The Integrated Enhanced Data Window

5 **VESTA Text-to-9-1-1 Solution**

The optional VESTA SMS solution enables SMS to 9-1-1 and 9-1-1 voice call directly from VESTA 9-1-1 Console interface for ease and speed of use. All operations include ACD 'Ready' and 'Not Ready' status interoperated with voice and text calls creating a single 9-1-1 environment for seamless emergency call processing. Additionally, administrators can designate which agent(s) manage SMS to 9-1-1 sessions based on their user role, a standard feature of the powerful, flexible design of VESTA 9-1-1 screen assets. If a user is active on a SMS session, they will be automatically marked 'Not Ready for ACD' delivery of 9-1-1 voice calls.

Text Calls Handling Advantages:

- In Calls Automatic Offline Behavior
 - Separate parameters for voice and text calls
 - Prevent ACD call presentation
- Maximum Connected Text Calls
 - Configurable parameter per role (1-10; default: 3)
- Agent Queue Profile
 - Queue accessibility based on the agent role
 - Login Queues



No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> ■ Transfer Queues ■ Abandoned Queues (one per agency) <p>Text Call Features</p> <p>A call taker can handle emergency text calls by using the Text Calls, the Text Conversations window, and the text Multiple Call Appearance (MCA).</p> <p>The Text Calls window shows the list of existing text calls. The list of text calls is determined by the text queues that are associated with the current agent role.</p> <p>The Text Conversations window enables call takers to do the following:</p> <ul style="list-style-type: none"> ● Receive text calls and messages ● Respond to text callers with manually-entered text messages ● Send pre-defined text messages (Quick Text) ● View released calls and the unread message count for each unselected call <p>A text MCA represents a text queue mapped to the console. With this call appearance, call takers can pick up text calls that arrive at their consoles.</p>



No. **Description of NG-911 System Standard Features**

The screenshot displays the VESTA 9-1-1 interface. At the top, there is a toolbar with various call management icons like Ready, Answer, Transfer, Conference, Local Hold, System Hold, Release, Mute All, Master Volume, JBR Playback To Phone, TTY, Notifications, Connectivity, and Information. Below the toolbar, the interface is divided into several sections: Queues (showing 'In Calls' and 'Multi Calls' with a 'LosAngelesPsap 911 queue' selected), Text Calls (a table of incoming text messages), Call Information Display (showing details for call 9096760105), and Text Conversations (showing a chat history for the selected call). The Text Calls table includes columns for Date, Time, Queue, CPN, Initial Text Message, Location, State, and Owner. The Text Conversations section shows a sequence of messages between the caller and the system, including an automated location request and a response from the caller.

Date	Time	Queue	CPN	Initial Text Message	Location	State	Owner
4/23/2015	3:22:39 PM	LosAngelesPsap 911 queue	9096760115	Help	(809) 676-0115 1 4/2015 110	Connected	2201
4/23/2015	3:22:57 PM	LosAngelesPsap 911 queue	9096760105	HELP	(809) 676-0105 1 4/2015 110	Connected	2201
4/23/2015	3:35:42 PM	LosAngelesPsap 911 queue	9096760125	Please help me	(809) 676-0125 1 4/2015 110	Connected	2201
4/23/2015	3:37:25 PM	LosAngelesPsap 911 queue	9096760130	I have an emergency	(809) 676-0130 1 4/2015 110	Queued	

VESTA SMS Showing Text Calls Status (Upper Right) And Text Conversations (Bottom Right)

6 Call Distribution Features

Call distribution features send administrative and emergency calls to call takers based on a selected routing scheme. Features enable a call taker to remove him/herself from call distribution and restore him/her availability.

- **Refuse** - When a call taker uses the Refuse feature on an emergency call, the call continues to ring in the background until another call taker answers it. The Refuse feature forces the console to the Not Ready state for receiving calls from the ACD queue.



No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> • Console ACD Readiness - The following conditions determine whether a console can receive ACD calls: <ul style="list-style-type: none"> ○ Ready — Call takers indicate that they can receive calls. ○ Not Ready — Call takers indicate that they cannot receive calls or system activities block calls. System activities can also put a console into a not ready state. ○ Not Available — System activities prevent a console from receiving calls in an otherwise ready state. For example, handling an emergency call makes the console unavailable to receive calls. An ACD Readiness button mapped to the console indicates the Not Available state for routed calls (as well as indicating the Ready and Not Ready states). • Queue Display window - The Queue Display window contains real-time statistics about voice call queues (ACD and priority) and text call queues, such as the number and waiting times of calls on the queues. Average wait times are calculated from a configured period. Each row in the tabular window contains information for a queue. • Automatic Abandoned Call Distribution – Call takers can receive abandoned voice calls from the system on the ICA. • Callback - The Callback feature appears in the expander of the ICA after a call taker answers a notification through the Automatic Abandoned Call Distribution feature.
7	<p><u>Dialing Features</u></p> <p>A call taker can place a call using one of several different screen layout modules on the console.</p> <ul style="list-style-type: none"> • Contact Manager – Lets PSAPs manage contact lists, contacts, groups, ESInet transfer agencies, and contexts. • Contact Search Window - Lists all contacts that belong to the contact list that is mapped to a layout. • Contact Details Window - Displays the information for a contact or for a group. • Dial Directory Window – Allows configuration and display of contacts for one-click dialing. • Dial Pad – Let call takers place voice calls. • Dial Status Window - Displays information for calls that are dialed from the Dial Directory, the Agents window, the Dial Pad, the Contact Search window, and the Recent Calls window. • Agents Window - Lists all call takers that are logged on to your agency and lets you place voice calls to them. • Recent Calls Window - Displays information for each unique voice calling number and text calling number that was received and answered at a console. • Abandoned Calls Window - Displays information such as date, time, and CPN, for queued, answered, and called-back abandoned voice calls at a console.



No. **Description of NG-911 System Standard Features**

Abandoned Calls

Queued Answered Called

Indicators	Date	Time	Time in Queue	CPN	Location	Circuit	ESN
	05/03/2013	09:38:16 AM	01:12:10	(819) 778-2001		911Line1-ee 81	
	05/03/2013	09:38:16 AM	01:11:31	(819) 778-2001		911Line1-ee 81	

Dial View in CID

Abandoned Calls

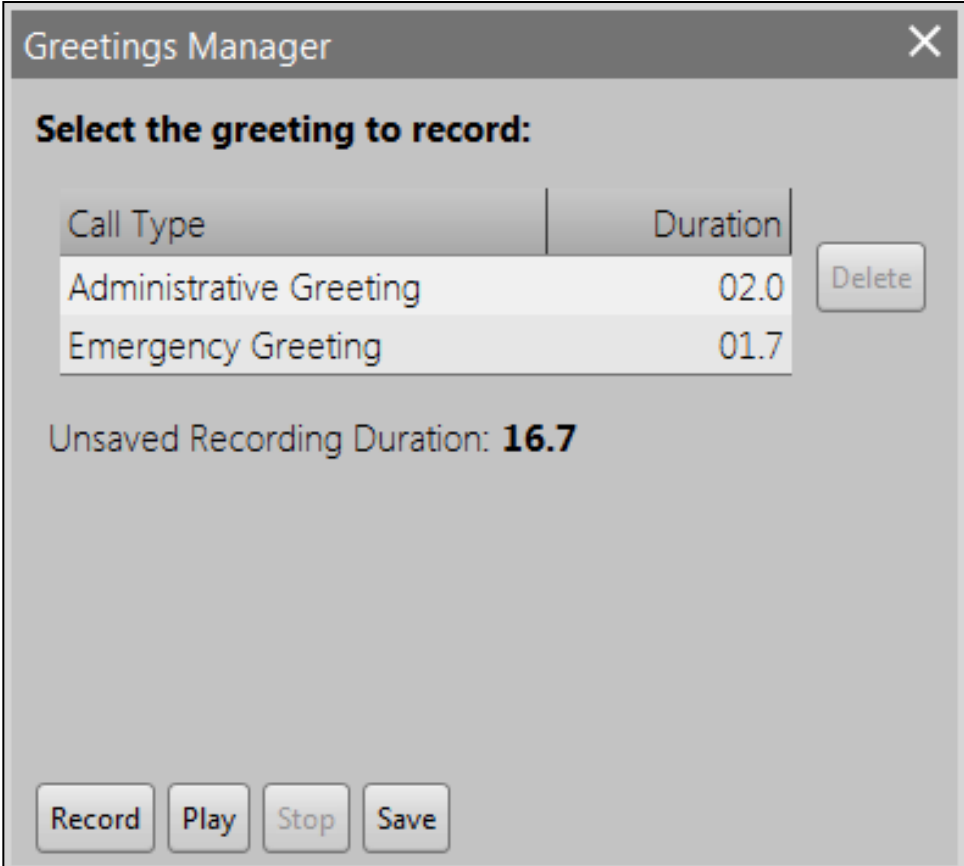
- Filter List -- queued, answered, called filters
- Information Columns -- sort on call information
- Abandoned Call List -- calls by filter + information
- Dial Abandoned Call -- speed dial any abandoned call

VESTA 9-1-1 Abandon Call Window Provides Complete Details On Ignored Or Answered Abandoned Calls

8 Greetings Manager

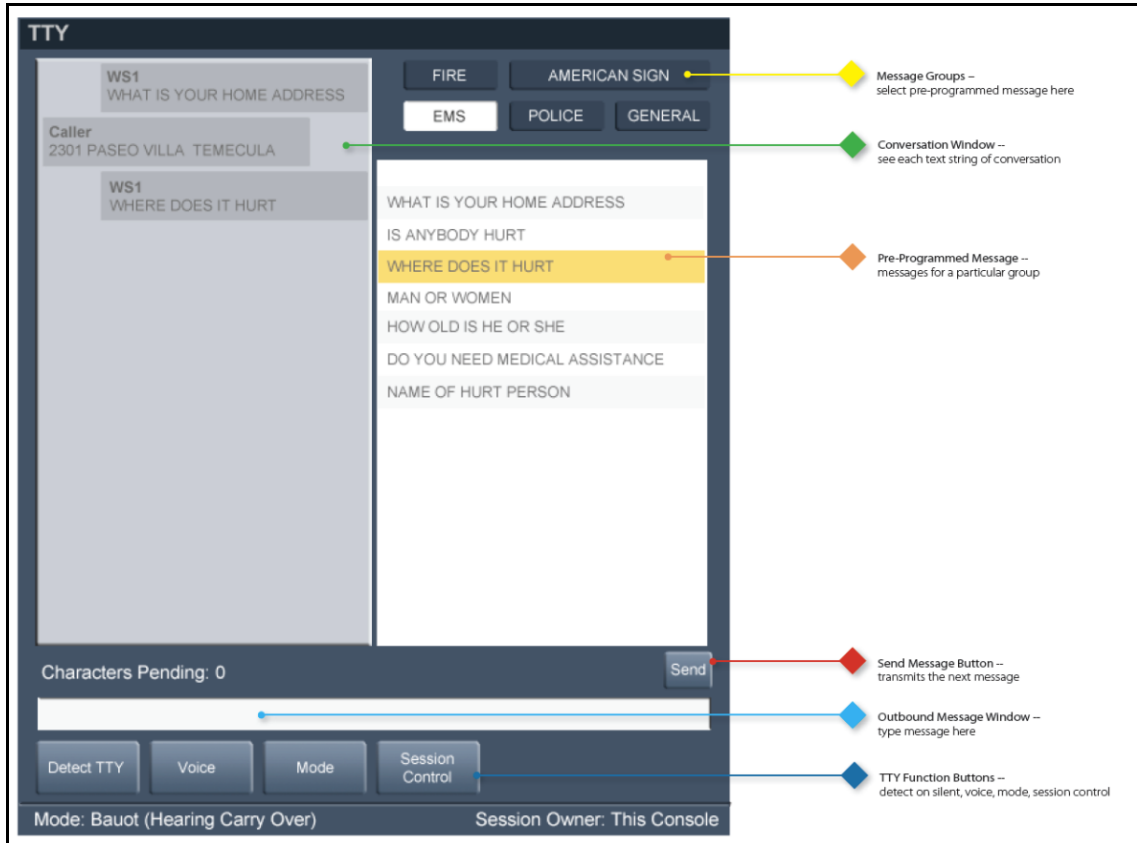
The Greetings Manager allows call takers to record greetings that will automatically play to emergency and administrative callers. Once you have recorded your greeting, you can play it back, re-record it, delete it, and save it to the Centralized Configurator Database (CCDB). Only the person who recorded the greeting can listen to and delete it.



No.	Description of NG-911 System Standard Features
	 <p>VESTA 9-1-1 Greetings Manager Allows User To Control And Manage Messages.</p>
9	<p><u>TTY Window</u></p> <p>Call takers can communicate with the hard-of-hearing and speech impaired using the TTY (Teletypewriter) window. TTY is also known as TDD (Telecommunications Device for the Deaf), and it provides hard-of-hearing and speech-impaired people with the ability to communicate over the telephone system. You can answer and respond to calls on the TTY, as well as manage TTY calls through transfers and conferences.</p> <p>Call takers can also choose the mode the TTY call is using depending on the caller's hearing or speech impairment. Call takers can communicate with callers who are hard of hearing and callers who are unable to speak by using the TTY window.</p>



No.	Description of NG-911 System Standard Features
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TTY/TDD Call Window Provides Pre-Programmed Messages Sorted In Categories For Fast Operation

10

Audio Features

Audio features in VESTA 9-1-1 let call takers

- Adjust and manage their volume settings
- Manage multiple audio sources

The Sound Arbitration Module (SAM) is a device that provides connections to external recording and audio devices.

Sound Arbitration Module - The SAM is a hardware device that manages the audio and controls of external audio devices and equipment. The SAM system is comprised of the module itself, a headset/handset unit, an external unselected speaker, and a maximum of three jack boxes (call taker, supervisor and trainer).

Master Volume window - The Master Volume window provides volume and muting control over call taker headsets, microphones, call recordings, and auxiliary audio devices under the Jack boxes, IRR Playback, and Aux Audio tabs.



No.	Description of NG-911 System Standard Features
11	<p><u>Supervisory Features</u></p> <p>The console contains features that are related to the supervisory function agent monitoring.</p> <p><u>Agent Monitoring</u></p> <p>The Monitor button in the Agents window displays the Listening button, the Talking button, and the monitor status area. A user can listen in on or talk on a maximum of two voice calls at the same time. Permission to monitor a call taker is configured in the role settings of the target agent.</p> <p>Clicking the Monitor button when a call taker is selected in the agent list displays the Listening and Talking buttons and invokes the Listening mode automatically.</p> <p>Clicking the Monitor button during monitoring switches off monitoring.</p> <p>After monitoring starts, the monitoring users console enters the Not Ready mode for ACD calls. Answering a call cancels the monitoring session. If configured, a tone may be played to indicate to a call taker when a user joins a call for monitoring purposes.</p> <p>Monitoring is not allowed during the following user console states:</p> <ul style="list-style-type: none"> • On an active call (answered, picked up, joined) • Dialing a call • Recording a greeting • During a conference or transfer, including Flash transfers and conferences (allowed after a blind transfer is complete) • When a PCA or SCA is selected and a dial tone is played <p>The Monitor button changes to the active state color to indicate that the selected call taker is being monitored.</p> <p>The Agent Monitoring feature can be configured to play a tone to the call taker at the start of the monitoring session. During call monitoring, the Call Information Display window displays the calling party number, the calling party name, and the location information of the call. The IRR recording starts on the console of the user.</p> <p>When a user is monitoring a call taker, call information received at the console is displayed in the Call Information Display window. An indicator that the call information is for a monitored call is also displayed in the Call Information Display window.</p>



No. **Description of NG-911 System Standard Features**

Agent	Console	Role	Info	State	ACD	Type	Number	Call State	Call Duration
2201	2201	CallTaker	2201	Idle	Ready			Idle	
2202	2202	CallTaker	2202	Connected	Ready	Emergency	9517197632	Connected	0:00:05
2203	2203	CallTaker	2203	Idle	Ready			Idle	
2204	2204	CallTaker	2204	Idle	Ready			Idle	
2205	2205	CallTaker	2205	Idle	Ready			Idle	
2209	2209	CallTaker	2209	Idle	Ready	Emergency	9517197634	Ringing	0:00:03
2207	2207	CallTaker	2207	Idle	Ready			Idle	
2208	2208	CallTaker	2208	Idle	Ready			Idle	
2210	2210	CallTaker	2210	Idle	Ready			Idle	

Supervisor "Monitor" Button -- supervisors may dial or monitor selected agents.

VESTA 9-1-1 Agent Panel – Allows Supervisors To Highlight Agent And Monitor Current Call, Silently Or Observatory Mode

Date/Time	Duration	Sta.#	Station Name	Flag	Attachment
17/03/2017 09:22:58a	0:00:05	1	Telephone		(R)
17/03/2017 09:17:07a	0:00:05	1	Telephone		(R)
17/03/2017 09:12:50a	0:00:06	1	Telephone		(R)
17/03/2017 09:10:32a	0:00:09	1	Telephone		(R)
17/03/2017 09:10:18a	0:00:05	1	Telephone		(R)
17/03/2017 09:10:08a	0:00:09	1	Telephone		(RL)
17/03/2017 09:09:56a	0:00:05	1	Telephone		(R)

Playback active - Size: 0.02 MB, Duration: 0:00:04

IRR Retrieval Window. The VESTA 9-1-1 IRR Advance Playback Features Play / Pause (Toggle) And Stop. The User Can Move The Playback Cursor Anywhere In The Recording, Making Fast Forward And Rewind Buttons Obsolete.

12 **Console Information**
 Administrators can add windows to the layout to provide a variety of information on the console:



No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> • Date and time • Connectivity information • Information about the logged-on call taker and the console to which the call taker is logged on can be displayed in the Information window and the Information panel. • Identification of the call center through customer branding of the layout • System log notification messages • Administrators can also add time and date, connectivity, and information controls to the status area of the layout.
13	<p><u>Solution Analysis and Reporting</u></p> <p>Managing and optimizing the performance of call center operations depend on information collection, analysis, and display based on key indicators. Reporting tools record, store, and display data about calls, which can be analyzed and published in a variety of formats.</p> <p>The most commonly used features for data collection and reporting are as follow:</p> <ul style="list-style-type: none"> • Instant Recall Recorder (IRR) • Call Detail Records (CDR) • Activity View • VESTA Analytics <p>The VESTA Analytics (MIS) solution is a sophisticated emergency call center application for PSAP management, and is optimized for regional administrators and PSAP supervisors.</p> <p>The VESTA Analytics solution plays an important role in four key areas of each 9-1-1 call centers' operation:</p> <ul style="list-style-type: none"> • Enhanced Operational Management — improves the ability to gather, organize, data-mine, and report near real-time information. The VESTA Analytics solution incorporates an advanced data warehouse for improved performance for creating custom reports and searching for data. • Personnel Management— includes new 9-1-1 specific key performance indicators (KPIs) that help assess the performance within the call center for more informed decision-making regarding staffing. • Automated Evidence Organization — automatically associates related calls into the context of individual incidents. This approach simplifies the tasks involved with reconstructing, organizing, searching, and archiving historical incident information. • Crisis Management – assists the administrator in identifying trends and triggers to stay ahead of events as they unfold. <p>The VESTA Analytics solution provides the following functionality and benefits:</p> <ul style="list-style-type: none"> • Displays a near real-time event list with automatic event association, plus a view of related detail information • Offers advanced search and filtering capabilities for incident reconstruction and evidence organization • Offers site statistics and key metrics



No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> • Provides standard templates and advanced customization features for cross-tabular and ad hoc reporting • Provides scheduled reports that can be distributed automatically • Integrates with multiple types of call center systems • Offers end-to-end call flow so you can see the number of times a call is transferred to various PSAPs within the system <p>Core architecture of VESTA Analytics includes the following:</p> <ul style="list-style-type: none"> • Microsoft® SQL® Writer and the VESTA Analytics solution data adaptors and processors to capture event data from various sources and normalize it for storage in the database • Data Warehouse (hosted by Microsoft® SQL® Server) retains the event data using the PEI-DB database and SQL® Service Analysis Services (SSAS) cubes • Front-end services (hosted by Microsoft® Internet Information Services [IIS]) access and transform the event data in the VESTA Analytics Data Warehouse to provide a browser-based user interface for monitoring and reporting <p>The reporting capabilities of the VESTA Analytics solution are highly robust, supplying a number of standard documents that provide facts on call counts, transfer averages, trunk and line utilization, etc., and can accommodate customization when needs are more specific. All reports can be scheduled and automatically distributed, or you may choose to create an ad hoc report. The VESTA Analytics MIS solution can automatically associate related events, which simplifies incident reconstruction, organization, searching and archiving.</p>



State of New Mexico
 Request for Proposals RFP# 00-00000-19-00027
 NG-911 Systems and Related Hardware,
 Software, and Services
 Response Forms to Business/Technical
 Specifications in Section IV

No.	Description of NG-911 System Standard Features
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The screenshot shows the VESTA Analytics Events Page in a web browser. The main area displays an 'Event List' table with columns for Event Type, Calling Number, Start Date Time, Call Origin, and Call Segment. The table contains several rows of call data from 5/22/2015. A 'Filter' panel on the left allows for filtering by name and date range (set to 'Previous 365 days'). On the right, there are tabs for 'Event Details' and 'Scenario List'. The 'Event Details' tab shows a table with columns for Type, Duration, Start, End, and Agent. The 'Scenario List' tab shows a table with columns for Name, Number of Events, and Start Date. The interface includes navigation buttons like 'Previous', 'Next', and 'Options'.

VESTA Analytics Events Page

14

The screenshot shows the 'Agent Statistics Comparison Report' for 'Agent Subgroup 1'. It includes a 'Summary Information' section and a detailed data table. The table has columns for 'Work Period' (with sub-columns for Logged-on Hrs, % Logged-on, Ready + On Call, % Ready + On Call), 'Performance' (Emergency Calls / Logged-on Hrs, % Deviation), 'Call Count' (Emergency Incoming, Non-Emergency Incoming, Outgoing), and 'Duration' (Emergency Avg Duration, Non-Emergency Avg Duration). Two red callout boxes are present: one pointing to the 'Ready + On Call' column with the text 'Login, Ready + On-call', and another pointing to the 'Outgoing' and 'Emergency Incoming' columns with the text 'Counts and Durations'. The report footer shows 'Report Version: 3.1.0.0' and 'Page 1/4'.

Agent Performance Report

VESTA MAP Local



No.	Description of NG-911 System Standard Features
	<p>The following mapping features are available with VESTA Map Local:</p> <ul style="list-style-type: none"> • Points of Interest Layer - Points of interest can now come from both the Address Point (SSAP) layer, as well as a separate Points of Interest layer, which is now a standard Geographic Information System (GIS) map layer. Both layers can be searched through the nearby functionality and both can display results under points of interest on the information panel. • Layer and Field Names Displayed - The names for map layers and field labels have been updated throughout the application to make them easier to understand. The updates show in the legend and information panel feature details. • Toggle Aerial Imagery On/Off - The application provides a one button toggle to switch the map on and off between aerial imagery. If no local aerial imagery exists, this toggle turns on the ArcGIS Online World Imagery base map if internet access is available. <p>Map layers can be setup with an alternate display when aerial imagery is viewed. This allows for better contrast and un-obscured views of the aerial imagery. For example, the city or county boundaries are made hollow and the site/structure address point labels change color to contrast with the aerial imagery.</p> <ul style="list-style-type: none"> • Latitude and Longitude Toggle - Selecting the latitude and longitude values that have blue underlining can toggle and convert the coordinates to display in the application between decimal degrees, degrees minutes seconds, and degrees decimal minutes. For example, this can be done on a map peek. • Measure - With the measure tool, call takers can double click to finish a measurement and begin a new measurement that clears out the previous measurement. • Markups – Call takers can create markup drawings and symbols on the map using the measurement tool to represent temporary events or conditions which provide situational awareness when processing calls for emergency help. The markups can be shared across workstations within the same Public Safety Answering Point (PSAP) so that other call takers can see the same information. Markups are a feature available at the premium license level. <p>The markups split into the two main categories of informational (purple-colored) and warning (orange-colored). Informational markup types include: Civic Event, Police Info, Fire Info, EMS Info, and Burn Permit. Warning markup types include: Active Fire, Construction, Natural Disaster, Inner Perimeter, and Outer Perimeter. Additionally, emergency management icons are included for Incident Command and Staging.</p> <p>Each category of markups is represented by a single-click point, a line, or a polygon shape (closing a measurement shape). The markup icon for the category is always displayed. Clicking the markup icon shows the call taker a peek with basic information and a “More Information” option to display all markup information in the info panel.</p> <p>When creating markups, the call taker can choose a title, the start and end time of the markup, optional notes, the user’s name, and an optional URL link. The start and end times control when the markup is visible on the map.</p> <p>Markups can be retrieved and searched through the markups shortcut, which also allow a call taker to delete the markups.</p>



No.

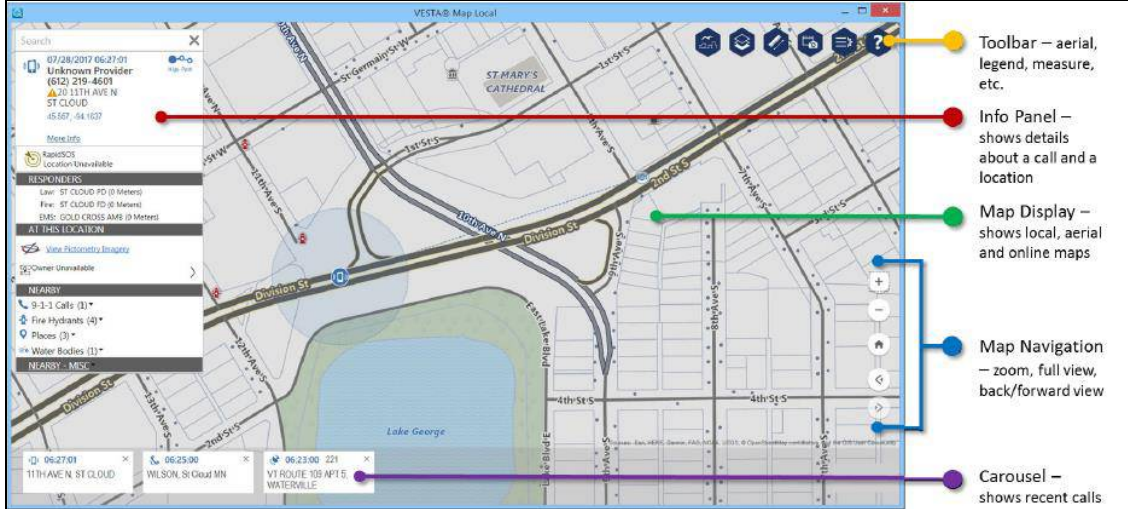
Description of NG-911 System Standard Features



***VESTA Map Local Integrated On The Call Handling Interface
Or The Mapping Application Can Utilize Its Own Monitor***

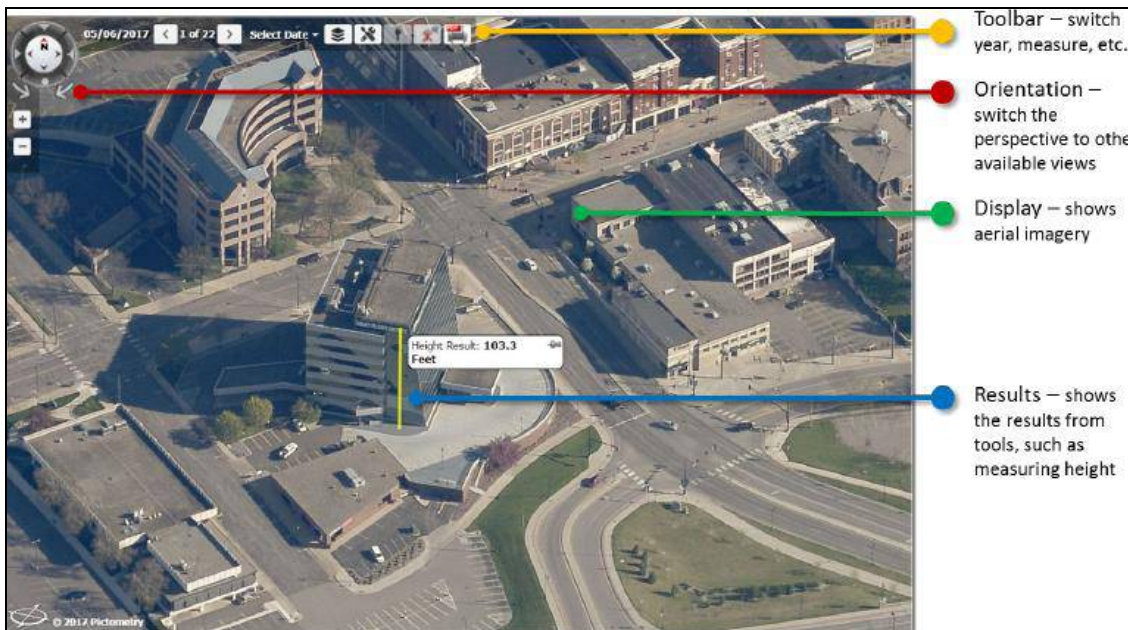


No.	Description of NG-911 System Standard Features
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- Toolbar – aerial, legend, measure, etc.
- Info Panel – shows details about a call and a location
- Map Display – shows local, aerial and online maps
- Map Navigation – zoom, full view, back/forward view
- Carousel – shows recent calls


VESTA Map Local User Interface



- Toolbar – switch year, measure, etc.
- Orientation – switch the perspective to other available views
- Display – shows aerial imagery
- Results – shows the results from tools, such as measuring height

VESTA Map Local Pictometry Imagery Viewer Displaying The Measuring Of Building Heights



No.	Description of NG-911 System Standard Features
	 <p><i>VESTA Map Local- Uncertainty Circle Around The Original Location Of The Cell Providers Phase 2 Location But Also Around The Rapidsos Location</i></p>



West Safety Services

Redundancy Features are noted in Red.

No.	Description of NG-911 System Standard Features
1	<p>Fault Tolerance: The VIPER and Power 911 systems have been designed so that a failure of one component does not result in a total system failure. The systems support the ability to deploy solutions in a highly fault tolerant configuration to prevent any system downtime and facilitate the survivability of at least 50% of all 9-1-1 trunks in the event of a critical component failure. Fault tolerance is achieved via:</p> <ul style="list-style-type: none"> • Distributed 9-1-1 trunks across a minimum of two 9-1-1 gateways • Redundant VIPER Application Servers (provides application layer functionality, runs the ALI Database, CAD Router, and Alarm Server applications) • Redundant VIPER VoIP Servers (soft switch servers providing Telephony applications and controls) • Redundant Ethernet LANs across two switches • Redundantly powered gateway shelves • Dual Power Station NIC cards configured in teaming mode • Redundant Power Station Power Supplies • Redundant virtual object server software • Redundant application and soft switch server pairs in a VIPER multi-node configuration • Redundant routers in a VIPER multi-node configuration <p>System reliability is enhanced by the VIPER's distributed microprocessor architecture allowing each module to operate under its own control. This independent operation prevents any single point of failure. Built-in redundant hot stand-by modules and hot swappable modules make the solution ideally suited for critical 9-1-1 applications.</p>
2	<p>Scalability: The VIPER system is highly scalable and can be expanded to support additional lines and positions by adding additional gateway interface modules, gateway shelves, gateway power supplies, and Ethernet switches.</p> <ul style="list-style-type: none"> • CAMA Interface Module (CIM): Each CIM card is capable of accepting up to four CAMA trunks. • Administration Interface Module (AIM): Each AIM card is capable of accepting up to four analog administrative circuits. • Gateway Shelf: Each gateway shelf can house up to three CAMA Interface Modules (CIMs) or up to three Admin Interface Modules (note CIM and AIM modules cannot be combined within the same shelf). Each CIM supports up to four CAMA trunks, for a per shelf capacity of up to 12 Trunks. Each AIM supports up to four FXO administrative lines for a per shelf capacity of up to 12 administrative circuits. The system can be expanded to support up to 16 CAMA Gateway Shelves and 80 analog administrative circuit Gateway shelves for a line capacity of 192 CAMA trunks and 960 analog administrative circuits. Additional analog capacity can be provided via alternate gateways if needed. • ISDN/PRI Gateway: Each ISDN/PRI Gateway shelf can support up to 4 ISDN/PRI cards. ISDN/PRI cards are available in 1, 2 or 4 circuit capacities. The VIPER can support up to 8 ISDN/PRI circuits. West typically uses single circuit cards with no more than 2 cards per shelf to provide fault tolerance. Circuits cards can be individually distributed on multiple shelves (1 per shelf) to



No.	Description of NG-911 System Standard Features
	provide enhanced fault tolerance. Alternatively up to 8 circuits could be accommodated on a single shelf with the appropriate ISDN/PRI cards.
3	Ethernet Switch: The Ethernet switch provides LAN connectivity to all components of the VIPER and Power 911 systems. Typically the VIPER system is configured with redundant LAN switches, each serving one of the two parallel LANs (LAN 1 and LAN 2). Switches are available in 24 and 48 port configurations. Additional switches can be added as additional capacity is needed.
4	Rollover Capabilities: The VIPER system supports rollover capabilities between ring groups. If all positions in a specific ring group are unreachable (i.e., PSAP WAN connectivity failure), the VIPER rollover capability can be configured to automatically present calls to an alternative ring group (another location). Calls that are rolled over can also be assigned a different priority and visual presentation to allow call takers to distinguish rolled over calls from calls that are part of their ring group.
5	IVR Auto-Attendant: Interactive Voice Response Auto Attendant provides the ability to route a call to a specific ring group or ACD queue based on a caller's key press entries (digits 0 - 9). An IVR Route is configured with recorded instruction to advise callers of the key press options. VIPER's Auto Attendant supports a single-tier IVR route.
6	Redundant Power: The proposed VIPER system's core components are deployed in pairs and utilize separate 120VAC power rails to feed the paired equipment. Furthermore, core components and all call handling workstations are each connected to separate LAN switches on separate power rails to prevent failure of a LAN switch from compromising these components. (Without redundant LAN connectivity for the call handling workstations, a LAN switch failure would impact all call handling workstations connected to it). The Power Station itself has redundant power supplies.
7	Graphical User Interface (GUI): Power 911 is an integrated intelligent workstation that provides call takers with on-screen control of landlines, wireless calls, and text messages through a Windows-based graphical user interface (GUI). Information is presented and processed through our highly intuitive and customizable GUI that can be tailored to accommodate each agent's role and preference. Call taker proficiency and emergency call handling efficiency is enhanced through an intelligent approach to information display and management.
8	Customizable GUI: Users with the appropriate permissions can define new layouts using the Power 911 Layout Editor. Authorized users can choose which panels appear in the GUI, position and re-size primary and secondary panels through simple drag and drop operations. The user can dock and float a single panel or a group of panels. Display rules can be assigned to each panel like "Always visible" (set as primary panel) and "Always On Top" attributes to adapt to the Windows environment. When the GUI design is completed, the user simply locks all panels and saves the resulting layout. Using Power 911 profiles, newly created layouts can be assigned to any workstation, agent, and/or role or be defined as the common layout for use by all (PSAP Profile).
9	Functions: When a call is received via legacy gateway interfaces, VIPER CIM, AIM and ISDN PRI gateways decode ANI (or Caller ID) and convert the analog and digital voice signal to SIP. The SIP voice packets (received through legacy or NENA i3 gateways) are processed by the VIPER Softswitch and routed based on the algorithms (ring all or ACD) configured by the system administrator. Concurrently ANI (or Caller ID) is processed by the VIPER Application Server and sent through redundant ALI links to the ALI



No.	Description of NG-911 System Standard Features
	<p>database to retrieve location information. Information processed by the VIPER system and/or entered in on the Power 911 clients is shared between workstations via redundant virtual object servers and permanently stored in the Power 911 SQL database.</p> <p>When calls are processed automated queries of historical information stored within the Power 911 database are triggered by the system. Records such as historical calls are presented to the Power 911 client as well as Premises Information and Standard Operating Procedures (if enabled).</p> <p>Calls are presented and processed through the Power 911 Graphical User Interface via the various modules that make up the Power 911 GUI. The following modules are available:</p> <ul style="list-style-type: none"> • Telephony Module. • Location Module • Lists Module • Message Board Module • Transfer Module • System Information Module
10	<p>Telephony Module: Power 911 offers full on-screen telephony; all call handling can be performed via the workstation computer. Power 911's Telephony Module is the central component for on-screen telephony.</p>
11	<p>Location Module: The Location Module consists of the following panels: · Automatic Location Identification (ALI) · Calling Party Information (CPI) · Premises Information · ALI Lookup · TTY The layout of these panels is configurable by the system administrator. It is important to note that the information in the ALI and CPI panels can be shared in real time among all call takers.</p>
12	<p>Lists Module: The Power 911 Lists Module organizes call information into up to three pages of lists with six tabs per page. Each tab contains a table with call records related to the list type (agent, call, or text call records) sorted into columns. Lists are available for both agent activity and call activity. Call Activity Lists include Abandoned Calls, Active Calls, All PSAP Calls, All PSAP Recorded Calls, All PSAP Released Calls, History Calls, Duplicate Calls, Recorded Calls, Released Calls, and Call Query. The lists are configurable on a per agent basis. Therefore, the number and the order in which they appear for each view may differ for each agent or group of agents. The Lists Module manages information so that users are made aware of new information concerning a call and are alerted to any changes in the status of a call that is being handled. When information concerning a particular emergency becomes available, Power 911 places this information into the appropriate list so it can be accessed and viewed. Users are alerted to new information when the indicator, located above the list name, turns yellow (red for abandoned calls). For example, as soon as a new call is detected by the system,</p>
13	<p>Transfer Module: Power 911 delivers extensive call transfer functionality, including tandem transfers. Single button/mouse click operation is supported and enhanced through added intelligence to manage a</p>



No.	Description of NG-911 System Standard Features
	<p>range of dialing scenarios. Transfers may be managed through the Power 911 Transfer Module. The Power 911 Transfer Module is a powerful tool offering the following features:</p> <ul style="list-style-type: none"> • Transfer calls and data to specified agencies. • Speed dial agencies using the Agency List. • See agency contact information in the Agency Details panel. • Speed dial individuals using the Contact List. • Enter personal contact settings using the Contact Details panel. • Supports ESN based Agency recommendations¹.
14	<p>Message Board Module: Power 911 includes an integrated Message Board module used to send and receive internal PSAP text messages. The Message Board module shows the sender of the message, the time it was sent, and displays the urgency of the message. A message can be composed and sent to a single specific user, all users, a group of users, or a pool of users.</p>
15	<p>System Information Module: This module provides information and alarms pertaining to the system and the workstation. It displays information about the user currently logged onto the workstation (User Name, Role, Workstation ID). The date and time are displayed along with error and alarm messages. It also provides a log of system messages and information on the health of the workstation.</p>
16	<p>Hold: A call can be placed on hold by clicking the HOLD button or by answering a second call without releasing the current call. The Hold indicator area on the queue button flashes yellow. The call can be retrieved by clicking the queue or ACD button that has the call on hold. The Hold indicator on the queue button disappears. A call can also be retrieved from hold using the Line panel. Right-clicking on the queue button causes the Line panel to appear. Clicking on the line that was placed on hold (a call placed on hold by the particular call-taker is indicated by a flashing yellow indicators; calls placed on hold by other operators are indicated by a steady yellow) releases the hold.</p>
17	<p>Redial: Two redial methods are provided. A Last Number Redial capability is provided via the Redial button. Pressing Redial displays the last number dialed from that position. Pressing Redial again dials the number. When you redial a telephone number, you call back a caller that either you previously spoke to or a caller that has called the emergency response center. This feature is also used to contact abandoned callers. A telephone number can also be redialed via the Power 911 List Module. In the appropriate Calls List (i.e. Agent Calls, Abandoned Calls, etc.) in the List Module, double-clicking the telephone number of the call record causes it redial the number.</p>

¹The name of the agency associated with the button. If agency recommendation based on ESN is disabled, label text is configurable. If dynamic agencies are used, the name of the dynamic agency in the associated agency type is displayed. Power 911 includes tooltips (button hints) for agency labels on Agency buttons.



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No.	Description of NG-911 System Standard Features
18	<p>Release: A call can be released by simply clicking on the red Release button. The call-taker has full control of the trunk connection status, enabling the trunk to be forcibly cleared in the event that a caller deliberately attempts to tie up the line (forced disconnect).</p>
19	<p>Answer/Offhook: Depending on the system setup, calls can be answered in a variety of methods including using the queue or line group buttons, the Active Calls List or keyboard shortcuts. Power 911 can manage incoming calls into queues or line groups. Each line group is designed to handle specific trunk or line types, such as 9-1-1 trunks or administrative lines. The line group can also be bypassed and calls selectively answered via the Line Panel or List Module. Note when the VIPER ACD algorithms are employed (round robin, longest idle, fewest calls, etc.), the VIPER softswitch decides who the next call handling agent is (in this mode the call takers are not allowed to select any call as the system decides based on the distribution rules selected by PSAP management).</p>
20	<p>Transfer: Power 911 supports two types of transfers: · Blind: the call is transferred without speaking to the person to whom the call is being transferred. · Announced or With Consultation: The call-taker speaks to the person to whom the call is being transferred before connecting them with the caller. Clicking on the Transfer button immediately places the caller on hold. The call-taker then can dial the desired number though the dial entry panel or Contact List. For a Blind transfer, the Transfer button should be clicked as soon as the line ringing is heard. For an Announced transfer, the call-taker simply waits for the third party to answer, and then clicks Transfer.</p>
21	<p>Conference: While on a call, a conference call can be set up by dialing the number (internal or external) of the party or selecting the party from the Power 911 Contact List. Two forms of conference are available on the system: · Announced Conference: The party being transferred is put on hold during the process. No Hold Conference: The party being transferred remains on the line during the process. Calls placed on hold by a call taker can also be patched to a call in progress to create a conference (add on conference). The proposed configuration supports conferencing of up to ten parties. Call conferencing and transferring is also supported through the Power 911 Transfer Module. Single button/mouse click operation is supported, and even enhanced by added intelligence to deal with a range of dialing scenarios.</p>
22	<p>Mute Transmit: Power 911 offers the capability for a call-taker to mute themselves from a caller in order to speak privately with a third party such as a supervisor. Muting prevents the caller from hearing the conversation between the call-taker and the third party. However, it does not prevent the call-taker from hearing the caller, which is not recommended in an E9-1-1 (emergency call) environment Muting is accomplished by simply clicking on the MUTE button. A green indicator on the MUTE button illuminates to indicate that the call is muted. Normal conversation with the caller can be restored by a second click of the MUTE button.</p>
23	<p>Selective Mute: When on a conference call the Power 911 Conference Manager displays all lines/parties that are participating in the conference call. Parties participating in the conference can be released individually (in any order) or all at once through the Conference Manager. The Conference Manager allows call takers to silence any participant in a conference from being heard by any other party in the conference and similarly is able to exclude any participant from hearing all other parties in a conference. Figure 4: Conference Manager</p>



No.	Description of NG-911 System Standard Features
24	<p>Line Status Indication: Power 911 provides line status indication simultaneously in 3 ways: · Visually (and audibly for incoming calls) via the queue buttons, by displaying incoming, talk and hold through visual indicators · Via the line buttons, by presenting the lamping of the line · Via the Call List Module which presents the status of all active lines in text format.</p>
25	<p>Hook flash: Hook Flash is accomplished by simply clicking on the Hook Flash button within the feature panel, or on the Dial Entry Keypad. It can also be performed within a dial string by entering an "H".</p>
26	<p>Direct Trunk/Line Access: A particular trunk or line can be accessed by right-clicking the appropriate queue button to display the Line panel, then clicking the desired line button.</p>
27	<p>Queuing: The Power 911 queue buttons provide audible and visual indications of incoming and outgoing calls. A trunk or line group label on each queue button identifies the trunk or line that is ringing. Each trunk or line may also have its own distinctive ringing sound, enabling quick queue button identification. Right-clicking on a queue button opens the Line Panel, which displays the lines that belong to the group. This allows the calltaker to bypass the queue process to answer a particular line; the calltaker may determine that it is necessary to do this based on the ALI-Before-Answer information in the Call List Module (Active Calls List) or the line itself. Call can also be selectively answered through the List Module.</p>
28	<p>Barge In: This feature is available in shared line environments enable supervisors to participate in an on-going conversation. The maximum number of participants depends on the telephone system. The barge in feature is available for calls that have a BUSY status in the All (PSAP) Calls list.</p>
29	<p>Listen and Join: The Agent Status list is used to establish which line or call-taker to listen in on. After the line has been established, the Listen and Join feature buttons can be used to alternate between monitoring the call and participating in it.</p>
30	<p>Outgoing calls: Power 911 offers four standard methods for dialing a call:</p> <ul style="list-style-type: none"> • Manually entering the telephone number of the destination and clicking on the Redial button • The Line panel (using a line button associated with a ringdown line) • Selecting an Agency button (on the Transfer Module). • Via the Contact List. <p>Power 911 allows a call to be placed on a default outgoing line or on a line selected by the calltaker. The desired line can be selected by right-click on the appropriate queue button to display the Line panel, then clicking the desired line button.</p>
31	<p>Wireless ALI Formatting: Power 911 enhances ease of use by providing wireline/wireless transparency by handling the differences between wireline and wireless E9-1-1 calls. Specifically, the Wireless ALI Formatter (a configurable function of Power 911) extracts the CBN from the ALI stream and uses it in the ANI window instead of pANI. It also replaces pANI with CBN in the call lists. The end result is that redialing a caller is handled the same way whether the call is wireline or wireless.</p>
32	<p>ALI Rebid: Power 911 provides a configurable ALI Rebid function that can be automatic or manually invoked. This function can be pre-configured or changed by the call taker at any time while handling a wireless call. The following settings are available:</p>



No.	Description of NG-911 System Standard Features
	<ul style="list-style-type: none"> • No Auto RTX: Disables automatic ALI retransmission. • Single Automatic RTX: Performs single retransmission after preconfigured time elapses. • Continuous Automatic RTX: Retransmissions occur continuously. The frequency of transmissions is pre-configured. <p>When a wireless call is received (detected by Class of Service in the ALI stream), the initial ALI appears in the Location Module, and a counter displays the time elapsed since the last ALI update (this counter restarts each time there is a new update). When the counter times out, the Rebid occurs.</p>
33	<p>Call Queries: Call queries are performed by clicking the Call Query tab, specifying the filtering criteria in the Record Query module, and then clicking the Search button. The results of call queries, which are displayed in the List Module, can be printed. Searches can be based on one or a combination of filtering criteria including: Date/time, Caller name, Address, Telephone number (ANI or caller ID), Agent Trunk Group and Trunk Line Group and Line. The wildcard for Power 911 queries is an asterisk (*). It can be used in the ANI/Caller ID field of the Record Query module. Query progress and invalid entries for queries are indicated on the Status bar located at the bottom of the Power 911 screen.</p>
34	<p>Message Board: The Message Board Module allows messages to be sent to all operators, a selected group of operators, or a specific operator currently logged on to the system. The operator is alerted to the presence of incoming messages non-intrusively so that they can be made aware of important information without interfering with any calls currently being handled.</p> <p>Both visual and audible indication is provided. Messages will be displayed visually, labeled as either "Normal" or "Urgent". Normal messages are also indicated by an audible beep every 5 seconds, Urgent messages by two beeps every 5 seconds. Upon reception of a message, the following will be indicated:</p> <ul style="list-style-type: none"> • Time the message was sent. • Name of the sender and the number of their workstation. • Number of unread messages. • Priority of the first message received (normal or urgent). <p>Any recipient of a message can acknowledge having read the message simply by pressing the "Ack" button. This can be used not only for messages sent by a supervisor, but from other operators as well.</p>
35	<p>TTY Functions: Power 911's Integrated on-screen TTY/TDD allows call takers to communicate with hearing and/or speech-impaired callers. This functionality handles Baudot communication protocols, automatically identifying TTY/TDD calls when the caller chooses to signal. Silent calls can be automatically queried by simply clicking the TTY button on the GUI. When an incoming TTY/TDD call using the Baudot communication protocol is received and signaled, the Baudot tones automatically activate the TDD panel. Upon detection of the Baudot tone, automatic muting is activated. The mute is full on the transmit (mouthpiece) side and partial on the (attenuation of 20dB) on the receive side. Both keyboard interaction and pre-programmed messages (configurable) are supported. Also, the standard NENA recommended messages are pre-programmed when shipped from the factory in multiple languages.</p>



No.	Description of NG-911 System Standard Features
36	<p>Integrated Call Recorder (ICR): The Power 911 ICR (Instant Call Recorder) can be set to record either automatically, or on demand via manual on-screen controls and will continue to record a conversation for as long as it lasts. Each call is recorded as a distinct standard Windows WAV file. Call takers can access and playback previous ICR recordings of calls they have handled through the Recorded Calls tab of the Power 911 List Module. Authorized users can access and playback all available ICR recordings (if still available) through the All (PSAP) Released Calls tab. The length of time call recordings are kept (and therefore available for playback) after termination of the call is configurable. Recordings are purged from the system over time to conserve disk space, with the exception of recordings tagged by the calltaker as "saved". Once that time has elapsed, the system automatically purges the recording to conserve disk space.</p>
37	<p>Call Recording: Power 911 IWS offers two software Integrated Call Recorders, a basic telephony-only model, referred to as the Integrated Call Recorder (ICR), accessed via the Calls Lists in the List Module, or, optionally, a more flexible dual-channel model, the Integrated Telephone and Radio Recorder (ITRR) which provides simultaneous recording of telephony and radio conversations.</p>
38	<p>MIS Reporting. Power Metrics or Power Metrics Advanced is included, depending upon the size of the PSAP (PSAPs with 9 or less positions are equipped with Basic). These reporting service solutions enable detailed reporting (in both tabular and graphic formats) on all aspects of PSAP call handling operations. Provided in a software-as-a-service model, Power Metrics and Power Metrics Advanced are tiered offerings which both contain a comprehensive collection of standard reports and capabilities augmented by a robust ad hoc reporting interface. Reports are available anywhere at any time from any device.</p>
39	<p>Feature Configurability Based On Agent Log-In: Power 911 provides extensive configurability based on agent log-in. To simplify management of several Agents' configurations, Agent Profiles can be used to allow agents to be assigned to one of possibly several different common combinations of features. The following features can be configured differently for each agent based on log-in, regardless of the position the user is logged into:</p> <ul style="list-style-type: none"> • Message Board Broadcast Buttons and Broadcast Messages. • Call Lists (i.e., which lists appear). • Telephony Feature Buttons. • Line Button Assignment. • Toolbar Buttons. • Queue Buttons. • Primary and Secondary Transfer Buttons. • Agencies handled.
40	<p>Contact List: The Contact List is the user's telephone book. Users can view, add, delete and change records based upon privileges set by the system administrator. By default, records are listed in alphabetical order, based on the Name column. Users can sort the list based on other columns, and filter the list to show only records that meet specific search criteria. Multiple phone numbers can be entered and displayed for a single entry. Filtering a list is accomplished by entering the characters to search for in the filter box at the top of a column. Each time a letter or number is entered, the list refreshes to show only those records that contain the same characters. More precise search results can be obtained by</p>



No.	Description of NG-911 System Standard Features
	entering characters in other filter boxes. To speed dial a contact the user can double-click a contact record or right-click a contact record and select Call.
41	Alternate Routing: The VIPER system supports automatic reroute of 911 calls to a designated alternate PSAP via rollover capabilities between ring groups. If all positions in a specific ring group were unreachable (i.e., PSAP WAN connectivity failure), the VIPER rollover capability would automatically present calls to an alternative ring group (another location). The VIPER's Rollover feature can be pre-configured to be triggered based on: <ul style="list-style-type: none"> · All positions unreachable (PSAP down) · No answer timeout · Position with call in progress no longer reachable · All operators are logged out (No agent available)
42	Electrical Standards VIPER UL and FCC Compliance: Each component in a VIPER cabinet meets safety regulations according to Underwriters Laboratory Specification 60950, and has an easily visible label that bears the UL number. The Gateway is also labeled according to UL number E247314.
43	Optional support of Geographic Diversity: In the optional multi-node configuration geographically distributed VIPER servers operate simultaneously and independently. Incoming traffic is distributed across two separate instances of the traditional VIPER soft switch pair. In this design, four soft switches are deployed (i.e., two groups/clusters of two soft switches). This design ensures that there is no impact on 911 call processing if either of the two data centers is offline. As with the traditional VIPER design, within each group/cluster of VIPER soft switch pairs, one acts as an active soft switch, and the other is in standby state (in standby, it is actually monitoring the active soft switch and call states, and is prepared to take control automatically if required). Power 911 call handling positions receive calls from both VIPER soft switch groups ("clusters") simultaneously. The processing of calls from two separate nodes is transparent to the call taker. With this architecture, VIPER can sustain the loss of three of the soft switches and/or three application servers and still deliver calls to all call takers. VIPER CIM, AIM and ISDN PRI gateways managing incoming traffic support the ability to redirect their traffic to the alternative, geographically separated, VIPER node should communication be lost with their primary node. Redirected traffic is automatically processed by the alternate node. In other words, the system automatically recovers to full 100% capacity without any user intervention. Consequently multi-node configurations provide host backup capabilities and enhanced fault tolerance (with two VIPER soft switch and application server pairs) in scenarios where system availability at one of the nodes is compromised.
44	Workstation-based Recording: Integrated Telephone & Radio Recorder (ITRR) provides advanced workstation-based recording, with continuous and concurrent recording of radio and telephone conversations.
45	PSAP Management Gateway (PMG): The PSAP Management Gateway (PMG) is a browser-based application, used to configure and maintain VIPER system components, answering positions, and IP phones. When configuring the VIPER system, system administrators enter information about trunks, lines, telephony, and answering positions. The information is entered into a database and transferred to all system components and call-taking positions after the applicable modules are synchronized.
46	MapFlex: MapFlex 911 uses information from Power 911 to display the locations of calls on an interactive map. PSAPs can monitor all emergency activity within the PSAP's jurisdiction, and create custom pins and annotations in the map. PSAPs can access detailed information about a call or other location (such as a school, hospital, or factory); search for locations; and use tools to plan evacuations or to measure distances.



Appendix G: NG-911 System(s) and Related Hardware and Software Repair Response Times

	PSAP Name	Guaranteed Response Time		Physical Location of Technicians		
		Major Failure Not to Exceed 4 Hours	Minor Failure Not to Exceed 24 Hours	City	State	Number of Technicians
1	Albuquerque Emergency Communications Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
2	Regional Emergency Dispatch Authority (REDA) in Artesia	4HRS Max	24HRS Max	Roswell	New Mexico	1
3	Bernalillo County Emergency Communications	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
4	Carlsbad Police Department	4HRS Max	24HRS Max	Roswell	New Mexico	1
5	Catron County Sheriff's Office	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
6	Cibola County Regional Communications Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
7	Clayton Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
8	Clovis Police Department	4HRS Max	24HRS Max	Roswell	New Mexico	1
9	De Baca County Regional Emergency Communications Center	4HRS Max	24HRS Max	Roswell	New Mexico	1
10	DPS District 2 Las Vegas	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
11	DPS District 4 Las Cruces	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
12	DPS District 5 Albuquerque	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
13	Espanola/Rio Arriba E-911 Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	2



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	PSAP Name	Guaranteed Response Time		Physical Location of Technicians		
		Major Failure Not to Exceed 4 Hours	Minor Failure Not to Exceed 24 Hours	City	State	Number of Technicians
14	Grant County Regional Dispatch Authority	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
15	Hidalgo County Regional Emergency Communications Center	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
16	Isleta Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
17	Jicarilla Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
18	Las Vegas Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
19	Lea County Communication Authority	4HRS Max	24HRS Max	Roswell	New Mexico	1
20	Lincoln County Sheriff's Office	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
21	Los Alamos Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
22	Luna County Central Dispatch	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
23	McKinley County Metropolitan Dispatch Authority	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
24	Mescalero Police Department	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
25	Mesilla Valley Regional Dispatch Authority	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
26	Pecos Valley Regional Communications Center	4HRS Max	24HRS Max	Roswell	New Mexico	1
27	Portales Communications Center	4HRS Max	24HRS Max	Roswell	New Mexico	2
28	Tucumcari/Quay County Regional	4HRS Max	24HRS Max	Roswell	New Mexico	1

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	PSAP Name	Guaranteed Response Time		Physical Location of Technicians		
		Major Failure Not to Exceed 4 Hours	Minor Failure Not to Exceed 24 Hours	City	State	Number of Technicians
	Emergency Communications Center					
29	Raton Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
30	Red River Marshall's Office	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
31	Ruidoso Police Department	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
32	Sandoval County Regional Emergency Communications Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
33	Santa Fe Regional Emergency Communications Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
34	Guadalupe County Communications Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	1
35	Sierra County Regional Dispatch Authority	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
36	San Juan County Communications Authority	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
37	Socorro Police Department	4HRS Max	24HRS Max	Las Cruces	New Mexico	2
38	Taos Central Dispatch	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
39	Torrance County Central Dispatch	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
40	Valencia County Regional Emergency Communications Center	4HRS Max	24HRS Max	Albuquerque	New Mexico	2
41	Zuni Police Department	4HRS Max	24HRS Max	Albuquerque	New Mexico	2



RESPONSE FORMS TO COST SPECIFICATIONS IN SECTION IV

Motorola

1) Mandatory Cost Response Forms

Appendix H: NG-911 Professional Service Cost Response Form

- a. **Level One** means a qualified professional that has less than five (5) years of relevant experience.
- b. **Level Two** means a qualified professional that has five (5) to ten (10) years of relevant experience.
- c. **Level Three** means a qualified professional that has greater than ten (10) years of relevant experience.

*NG-911 Professional Services applies ONLY for work for hire.

	Professional Service Title	Professional Service Description	Onsite Maximum Hourly Rate	Offsite Maximum Hourly Rate
1	NG-911 Field Engineer	The ConvergeOne E911 Field Engineers have a wide breadth of 911 Installation and Maintenance experience. The ConvergeOne E911 Field Engineers are responsible for onsite and remote support of the New Mexico PSAPs E911 hardware infrastructure and software applications. Our E911 Field Engineers have effective troubleshooting skills, as well as, strong customer communications skills to deliver superior customer service. In addition, the ConvergeOne E911 Field Engineers have a strong knowledge of Layer 2/3 routing and switching infrastructure which are inherent to today’s NG-911 systems. This skill set is applicable when dealing with E911 Host/Remote system configuration which		

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in Section IV



	Professional Service Title	Professional Service Description	Onsite Maximum Hourly Rate	Offsite Maximum Hourly Rate
		rely on Wide Area Networks in order to communicate with one another to achieve maximum E911 system uptime. Moreover, the ConvergeOne Field Engineers are responsible for maintaining their Monthly Preventative Maintenance schedule for their respective New Mexico PSAPs. The Field Engineers are also responsible for providing Monthly Reporting on the NG-911 System "health", overall uptime and system Trouble Tickets for each month.		
A	Level One		\$235.00	Not Applicable
B	Level Two		\$235.00	Not Applicable
C	Level Three		\$235.00	Not Applicable
2	Inside Customer Service Technician	Remote Customer Service Technician who can perform remote remedy, repair, software upgrades/patches on non-911 systems, such as; Cisco Voice Systems, Security Applications, Disaster Recovery Applications, Virtual Applications, etc.		
A	Level One		Not Applicable	\$200.00
B	Level Two		Not Applicable	\$200.00
C	Level Three		Not Applicable	\$200.00

**Additional Rows may be added

**Hourly Rate means the proposed fully loaded maximum hourly rates must include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as any subcontractor personnel.



Appendix I: NG-911 System(s) by PSAP Position Size Cost Response Form

- a. Manufacturer: Motorola VESTA Solutions NG-911 & Call Handling System
- b. System Name: VESTA NG-911 & VESTA Call Handling System
- c. Map Server: VESTA Map

PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and all Related Services/Labor for the One (1) Year Warranty Period
2	5	5	1	\$233,368.15
3	5	5	1	\$255,922.50
4	5	5	1	\$274,976.85
5	5	5	1	\$297,431.20
6	6	6	1	\$316,485.55
7	6	6	1	\$338,939.90
8	7	7	1	\$357,994.25
9	7	7	1	\$383,748.60
10	7	7	1	\$402,802.95
11	8	8	1	\$422,107.30
12	8	8	1	\$441,161.65
13	8	8	1	\$463,616.00
14	8	8	1	\$482,670.35
15	9	9	1	\$505,124.70
16	10	10	1	\$524,179.05
17	10	10	1	\$546,633.40
18	10	10	1	\$565,687.75
19	10	10	1	\$588,142.10
20	10	10	1	\$607,196.45
21	10	10	1	\$643,841.30



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and all Related Services/Labor for the One (1) Year Warranty Period
22	12	12	1	\$662,895.65
23	12	12	1	\$685,350.00
24	12	12	1	\$704,404.35
25	12	12	1	\$726,858.70
26	12	12	1	\$745,913.05
27	12	12	1	\$768,367.40
28	12	12	1	\$787,421.75
29	14	14	1	\$809,876.10
30	14	14	1	\$828,930.45
31	14	14	1	\$854,934.80
32	14	14	1	\$873,989.15
33	14	14	1	\$896,443.50
34	14	14	1	\$915,497.85
35	18	18	1	\$937,952.20
36	18	18	1	\$957,006.55
37	18	18	1	\$979,460.90
38	18	18	1	\$998,515.25
39	18	18	1	\$1,020,969.60
40	18	18	1	\$1,040,023.95
41	18	18	1	\$1,092,255.70
42	20	20	1	\$1,111,310.05
43	20	20	1	\$1,133,764.40
44	20	20	1	\$1,152,818.75
45	20	20	1	\$1,175,273.10



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and all Related Services/Labor for the One (1) Year Warranty Period
46	20	20	1	\$1,194,327.45
47	20	20	1	\$1,216,781.80
48	22	22	1	\$1,235,836.15
49	22	22	1	\$1,258,290.50
50	22	22	1	\$1,277,344.85
51	23	23	1	\$1,303,349.20
52	23	23	1	\$1,322,403.55
53	23	23	1	\$1,344,857.90
54	23	23	1	\$1,363,912.25
55	24	24	1	\$1,386,366.60
56	24	24	1	\$1,405,420.95
57	24	24	1	\$1,427,875.30
58	24	24	1	\$1,446,929.65
59	24	24	1	\$1,469,384.00
60	26	26	1	\$1,491,688.35
61	26	26	1	\$1,511,142.70
62	26	26	1	\$1,530,197.05
63	26	26	1	\$1,552,651.40
64	26	26	1	\$1,571,705.75
65	28	28	1	\$1,594,160.10
66	28	28	1	\$1,613,214.45
67	28	28	1	\$1,638,668.80
68	28	28	1	\$1,657,723.15
69	28	28	1	\$1,677,177.50



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and all Related Services/Labor for the One (1) Year Warranty Period
70	30	30	1	\$1,696,481.85
71	30	30	1	\$1,722,236.20
72	30	30	1	\$1,741,290.55
73	30	30	1	\$1,763,744.90
74	30	30	1	\$1,782,799.25
75	30	30	1	\$1,805,253.60



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Appendix J: NG-911 Post Warranty Maintenance and Support Package Cost Response Form

- a. Manufacturer: Motorola VESTA Solutions NG-911 & Call Handling System
- b. System Name: VESTA NG-911 & VESTA Call Handling System
- c. Map Server: VESTA Map

PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription, and any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
2	5	5	1	\$4,941.16	\$59,293.92
3	5	5	1	\$5,205.68	\$62,468.13
4	5	5	1	\$7,271.86	\$87,262.34
5	5	5	1	\$7,599.75	\$91,197.05
6	6	6	1	\$7,874.02	\$94,488.26
7	6	6	1	\$10,842.71	\$130,112.47
8	7	7	1	\$11,107.22	\$133,286.68
9	7	7	1	\$11,371.74	\$136,460.89
10	7	7	1	\$11,719.91	\$140,638.96
11	8	8	1	\$11,994.18	\$143,930.17
12	8	8	1	\$12,258.70	\$147,104.38
13	8	8	1	\$14,325.72	\$171,908.59
14	8	8	1	\$14,590.23	\$175,082.80
15	9	9	1	\$14,854.75	\$178,257.01
16	10	10	1	\$15,119.27	\$181,431.22
17	10	10	1	\$15,383.79	\$184,605.43
18	10	10	1	\$15,648.30	\$187,779.64
19	10	10	1	\$15,912.82	\$190,953.85
20	10	10	1	\$16,224.63	\$194,695.51



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription, and any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
21	10	10	1	\$17,956.56	\$215,478.72
22	12	12	1	\$18,221.08	\$218,652.93
23	12	12	1	\$18,485.60	\$221,827.14
24	12	12	1	\$18,750.11	\$225,001.35
25	12	12	1	\$19,014.63	\$228,175.56
26	12	12	1	\$19,279.15	\$231,349.77
27	12	12	1	\$19,543.67	\$234,523.98
28	12	12	1	\$19,808.18	\$237,698.19
29	14	14	1	\$20,072.70	\$240,872.40
30	14	14	1	\$20,337.22	\$244,046.61
31	14	14	1	\$22,371.24	\$268,454.82
32	14	14	1	\$22,635.75	\$271,629.03
33	14	14	1	\$22,900.27	\$274,803.24
34	14	14	1	\$23,164.79	\$277,977.45
35	18	18	1	\$23,429.31	\$281,151.66
36	18	18	1	\$23,693.82	\$284,325.87
37	18	18	1	\$23,958.34	\$287,500.08
38	18	18	1	\$24,222.86	\$290,674.29
39	18	18	18	\$24,487.38	\$293,848.50
40	18	18	18	\$24,799.28	\$297,591.33
41	18	18	18	\$26,833.30	\$321,999.54
42	20	20	20	\$27,097.81	\$325,173.75
43	20	20	20	\$27,362.33	\$328,347.96



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription, and any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
44	20	20	20	\$27,626.85	\$331,522.17
45	20	20	20	\$27,891.37	\$334,696.38
46	20	20	20	\$28,155.88	\$337,870.59
47	20	20	20	\$28,420.40	\$341,044.80
48	22	22	22	\$28,684.92	\$344,219.01
49	22	22	22	\$28,949.44	\$347,393.22
50	22	22	22	\$29,213.95	\$350,567.43
51	23	23	23	\$31,371.02	\$376,452.18
52	23	23	23	\$31,635.53	\$379,626.39
53	23	23	23	\$31,900.05	\$382,800.60
54	23	23	23	\$32,164.57	\$385,974.81
55	24	24	24	\$32,429.09	\$389,149.02
56	24	24	24	\$32,693.60	\$392,323.23
57	24	24	24	\$32,958.12	\$395,497.44
58	24	24	24	\$33,222.64	\$398,671.65
59	24	24	24	\$33,487.16	\$401,845.86
60	26	26	26	\$33,751.67	\$405,020.07
61	26	26	26	\$36,778.69	\$441,344.28
62	26	26	26	\$37,043.21	\$444,518.49
63	26	26	26	\$37,307.73	\$447,692.70
64	26	26	26	\$37,572.24	\$450,866.91
65	28	28	28	\$37,836.76	\$454,041.12
66	28	28	28	\$38,101.28	\$457,215.33



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription, and any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
67	28	28	28	\$38,365.80	\$460,389.54
68	28	28	28	\$38,630.31	\$463,563.75
69	28	28	28	\$38,894.83	\$466,737.96
70	30	30	30	\$39,159.35	\$469,912.17
71	30	30	30	\$42,673.87	\$512,086.38
72	30	30	30	\$42,938.38	\$515,260.59
73	30	30	30	\$43,202.90	\$518,434.80
74	30	30	30	\$43,467.42	\$521,609.01
75	18	18	18	\$43,731.94	\$524,783.22



Appendix K: NG-911 Formal Course Training Cost Response Form - Motorola VESTA

	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
1	VESTA Analytics Administrator	Remote	VESTA Analytics Administrator is offered to Administrators that have already completed the full VESTA Analytics Administrator Course. The remote session is offered 30-45 days following the full VESTA Analytics Administrator class or at the customer's discretion to allow for more real-life data to be collected and will aid in the demonstration of Analytics features and statistical reporting. The course will overview the management information system with a focus on generating reports and data management. Advanced planning and coordination is required.	Administrators that have already completed the full VESTA Analytics Administrator Course.	4	2	8	Network connectivity to the VESTA servers Motorola Solutions will contact the designated coordinator at PSAP to get the computer name (My Computer > Properties) that will be used to access the Analytics server. Hook up to PC viewer and screen for a larger audience is recommended. Instructor will call in to a speaker phone in the room or similar arrangement.	\$1,400.00 per User
2	VESTA MAP LOCAL DATAHUB E-Learning	Webinar	DataHub for VESTA® Map Local E-Learning course is designed for all Administrators of the		DataHub for VESTA® Map Local E-Learning	5	5	Internet connectivity	\$339.25 per Administrator



	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
			VESTA Map Local solution. Once the student is enrolled she or he will receive an email inviting them to confirm their account and log into the Learning Management System.		typically takes 2 hours however the course will be available to each student for 365 days.				
3	VESTA MAP LOCAL AGENT E-Learning	Webinar	VESTA® Map Local Agent E-Learning is designed for all users of the VESTA Map Local solution. Once the student is enrolled he or she will receive an email inviting them to confirm their account and log into the Learning Management System.		VESTA® Map Local Agent E-Learning typically takes 2 hours however the course will be available to each student for 365 days.	10 per license	10 per license	Internet connectivity	\$678.50 per Agent
4	VESTA® 9-1-1 COMPLEX ADMINISTRATOR TRAINING	Onsite	Administrative Training required for a site that is implementing roles based routing, event notification features, or more complex / hybrid	Call-Taking Experience	4	2	8	VESTA Call-Taking position in Training Area with connectivity to VESTA servers.	\$2,990.00 per Admin User, based on Training Class Size of 8 Please note: If any PSAP requires



	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
			call flows. This class is required for more time to complete multi-roles / layouts, speed dial entries, and call transfer configuration.						additional Training Days for End Users, pricing will be adjusted to accommodate for additional Training days and related Travel / Expenses
5	VESTA® 9-1-1 STANDARD ADMINISTRATOR TRAINING	Onsite	Administrative Training designed for smaller PSAPs (less than 10 positions), for sites with one PSAP/Agency, and for customers with no roles based routing or no complex/hybrid call flow. This course is typically one of the first courses to occur during or shortly after the installation of a VESTA 9-1-1 system in order to set up the application before the call taker courses	Call-Taking Experience	4	2	8	VESTA Call-Taking position in Training Area with connectivity to VESTA servers.	\$2,990.00 per Admin User, based on Training Class Size of 2 Please note: If any PSAP requires additional Training Days for End Users, pricing will be adjusted to accommodate for additional Training days and related Travel/Expenses

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	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
6	VESTA® ANALYTICS ADMINISTRATOR	Onsite	VESTA Analytics course typically occurs after the installation of the new VESTA Analytics MIS system and after some data has been captured at the Call Center (typically 30 – 45 days after cutover) The course content covers the management information system and generated reports	Call-Taking Experience	4	2	8	VESTA Call-Taking position in Training Area with connectivity to VESTA servers.	\$2,300.00 per Admin User, based on Training Class Size of 2 Please note: If any PSAP requires additional Training Days for End Users, pricing will be adjusted to accommodate for additional Training days and related Travel/Expenses
7	VESTA® 9-1-1 CONSOLE USER TRAINING	Onsite	Console User training is a comprehensive user training class for the VESTA 9-1-1 console workstation (call processing solution) preparing the Telecommunicator to migrate from the legacy system to the Next Generation 9-1-1 system	Call-Taking Experience	4	2	8	VESTA Call-Taking position in Training Area with connectivity to VESTA servers.	\$1,035.00 per End Users, based on Training Class size of 4 Dispatchers for one day. Please note: If any PSAP requires additional Training Days for End Users, pricing will be adjusted



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	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
									to accommodate for additional Training days and related Travel/Expenses
8	Cutover Coaching	Onsite	This course occurs at PSAPs during and/or after the system is cutover and the VESTA 9-1-1 system is taking live calls. This course offers the service of the trainer to be a "job shadow" in the PSAP.	Call-Taking Experience	4			VESTA Call-Taking position with connectivity to VESTA servers actively taking 911 calls from the public.	\$8,050.00 Cutover Coaching includes (2) 8 hour session within a 24 hour day.



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2) *Desirable Cost Response*

Appendix L: NG-911 MSRP Catalog Listing by Manufacturer Type Response Form – Motorola VESTA

*No.	MANUFACTURER TYPE	MSRP CATALOG URL Link ONLY for Hardware and Software in Support of NG-911 Systems (**Excluding Services)
1	Not applicable.	

*Additional Rows may be added

** EXCLUDING the following Services:

- a. NG-911 Professional Services, Appendix H;
- b. Any labor services included in NG-911 System by PSAP Position Size, Appendix I;
- c. NG-911 Post Warranty Maintenance and Support Services, Appendix J;
- d. NG-911 Formal Course Training Services, Appendix K;
- e. Additional Options NG-911 System(s), Appendix M;
- f. Additional Network Interface Options for NG-911 Systems(s), Appendix N;
- g. NG-911 Value Added Optional Services, and
- h. Any other services not listed or required



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Appendix M: Additional Options for NG-911 System(s) Cost Response Form – Motorola VESTA

Disaster Recovery Options for NG-911 System(s)

	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
1	<p>Disaster Recovery (Basic): Image, Data, and Configuration Remote Back-up.</p> <p>The ConvergeOne Disaster Recovery methodology has been to provide solutions that meet the operational needs of the customer. This offering provides complete back-ups of all Positions / Servers. This includes Images of all designated computing elements, Sever and Position Configurations, and MIS data. The following configuration provides 12TB of usable backup storage.</p> <ul style="list-style-type: none"> • Asustor AS6202T 2-Bay NAS, Intel Celeron Quad-Core, 2 GB SO-DIMM DDR3L, GbE x 2, USB 3.0 & eSATA, WOL, System Sleep Mode, AES-NI hardware encryption, with lockable tray x1 • Seagate IronWolf ST6000VN0033 6TB 7200 RPM 256MB Cache SATA 6.0Gb/s 3.5" Internal Hard Drive x2 \$2,500.00 (One-Time Cost) 	\$2,500.00

*Additional Rows may be added

Other Additional Options for NG-911 System(s)

	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
1	<p>Carbyne</p> <p>The Carbyne c-Lite system connects people to essential public services. The c-Lite system is uniquely positioned to enhance critical response to emergency events and empower the way the public communicates with emergency services in crisis situations, as well as essential city services in non-emergency situations. c-Lite creates a "Carbyne Call" out of any smartphone call and does NOT require that an application be installed on the caller's phone. A Carbyne Call adds the following five enhanced calling components to a 9-1-1 call:</p>	\$500.00 (per workstation per month)



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	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<ol style="list-style-type: none"> 1. Precise and persistent location of the caller including the best device-based, network based or sensor-based location available. 2. Live cell phone video stream from the scene of an event, 3. Two-way instant messaging/chatting, 4. Dropped-Call protection; which is a backup data connection to a 911 callers cell phone 5. Ancillary information about the caller or surrounding environment (i.e., sensors, street cameras, c-Now profile information, RapidSOS Clearinghouse data, etc.) when available. <p>The features of c-Lite results in faster and better response by the relevant agencies and enhanced real-time situational awareness. The historical record of all video, chats and location information captured during a session is recorded and stored in the cloud.</p>	
2	ECaTS MIS Call-Handling Reporting	One Time Fee per PSAP
	Single PSAP Deployment-One RDDM Data Collector per PSAP	
	<ul style="list-style-type: none"> • Data Collection Activation Services for Standard deployments 	\$3,900.00
	<ul style="list-style-type: none"> • Data Collection Activation Services for IP Integrated Deployments 	\$4,900.00
	<ul style="list-style-type: none"> • High Volume Data Collection Activation Services (required for >9 pos Viper only) 	\$8,000.00
	<ul style="list-style-type: none"> • Data Collection Training 	\$400.00
	Special Data Collection Options	
	<ul style="list-style-type: none"> • Data Collection Activation Services for IP Integrated Deployments - NEBS 	\$9,450.00
	<ul style="list-style-type: none"> • Database Setup and Configuration 	\$1,000.00
	<ul style="list-style-type: none"> • Radius Event Collection Setup and Configuration (NOT FOR NORMAL DEPLOYMENTS) 	\$1,198.00
	<ul style="list-style-type: none"> • Syslog Event Collection Setup and Configuration (NOT FOR NORMAL DEPLOYMENTS) 	\$590.00
	<ul style="list-style-type: none"> • IP to Serial Conversion Setup 	\$1,056.00
	ECaTS Dashboard Module	
	<ul style="list-style-type: none"> • Dashboard Install 	\$1,000.00
	<ul style="list-style-type: none"> • Dashboard Training 	\$100.00
	Text-to-911 Reporting Module	



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	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	• T911 Install	\$400.00
	• T911 Training	\$100.00
	Staffing Forecast Module	
	• Staffing Module per PSAP Install	\$400.00
	• Staffing Module Training	\$100.00
	Wireless Routing Analysis Module	
	• WRA Transfer Code Install (Provides mapping for 18 codes)	\$3,800.00
	• WRA Training	\$200.00
	• WRA Shape File Loading Service	\$500.00
	Agent Module	
	• Agent Module License	\$1,000.00
	Audit Module	
	• Audit Module License	\$1,000.00
	Customizations – Time & Materials Costs	
	• 3rd Party Integration JAD and Prototyping	\$220.00
	• Customization Hourly	\$180.00
	• Customization Bundles	\$5,600.00
	• Data Mining Bundles	\$1,000.00
	ECaTS MIS Call Handling Reporting - Monthly Service Cost Per PSAP	
	• Standard MIS Reporting Service (Annual) - Tier 1 : 0-24,999K (1-2 Pos)	\$3,648.00
	• Standard MIS Reporting Service (Annual) - Tier 2 : 25K - <50K (3-4 Pos)	\$3,931.20
	• Standard MIS Reporting Service (Annual) - Tier 3 : 50K - <250K (5-9 Pos)	\$4,555.20
	• Standard MIS Reporting Service (Annual) - Tier 4 : 250K - <500K (10-19 Pos)	\$5,179.20
	• Standard MIS Reporting Service (Annual) - Tier 5 : 500K - <1M (20-39 Pos)	\$5,803.20
	• Standard MIS Reporting Service (Annual) - Tier 6 : 1M - <2M (40-75 Pos)	\$6,427.20
	• Standard MIS Reporting Service (Annual) - Tier 7 : 2M+ (76 + Pos)	\$16,800.00
	• Standard MIS Reporting Service (Annual) - Backup PSAP	\$2,400.00
	ECaTS Dashboard Module	Monthly Recurring Fee Per PSAP
	• Dashboard Service Fee	\$100.00



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	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	Text-to-911 Reporting Module	Annual Recurring Fee Per PSAP
	<ul style="list-style-type: none"> T911 Annual Service Fee 	\$59.00
	Staffing Forecast Module	Annual Recurring Fee Per PSAP
	<ul style="list-style-type: none"> Staffing Module Annual Service Fee for Large Deployments (>35 PSAPs) 	\$25.00
	<ul style="list-style-type: none"> Staffing Module Per Position Annual Service Fee (Deployments < 35 PSAPs) 	\$5.00 per month, per position
	Wireless Routing Analysis Module	Annual Recurring Fee Per PSAP
	<ul style="list-style-type: none"> WRA Annual Service Fee 	\$162.50
	Reporting Package Bundles	
	<ul style="list-style-type: none"> Annual Reporting Package Bundles (3 reports) 	\$288.00 per PSAP
	<ul style="list-style-type: none"> Annual Reporting Package Bundles (6 reports) 	\$588.00 per PSAP
	<ul style="list-style-type: none"> Annual Reporting Package Bundles (9 reports) 	\$816.00 per PSAP
	Cyber Security Firewall (Per PSAP)	
	<ul style="list-style-type: none"> ASA 5506 with FirePOWER services and Sec Plus License Qty. = 1 Per PSAP 	\$2,110.00 One-time cost, plus yearly license cost
	Cyber Security FP-AMP-License	
	<ul style="list-style-type: none"> Cisco Advanced Malware Protection License for up to 99 Computing Elements 	\$7.00 per computer, per month
	Cyber Security: Cisco Umbrella	
	<ul style="list-style-type: none"> Secure Internet Gateway in the cloud 	\$660.00 MRC
3	TXT2-911 Applications	
	TXT29-1-1 Integrated One-time-fee per PSAP- (1-4 seats)	\$4,300.00 - One Time Cost
	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats)	\$316.25 - Monthly Recurring Cost
	TXT29-1-1 Integrated One-time-fee per PSAP- (5-10 seats)	\$6,595.75- One Time Cost
	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$546.25- Monthly Recurring Cost



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	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	TXT29-1-1 Integrated One-time-fee per PSAP- (11+ seats)	\$13,781.25- One Time Cost
	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats)	\$1,273.63- Monthly Recurring Cost
4	VESTA OPTIONS	
	Pocket Dial Application: Call-back Features for “pocket dials” from the public.	\$16,381.50-One Time \$18.21- MRC
	Automated Abandoned Callback Application: Allows for the automatic call back of Abandon Calls into PSAP	\$6,525.00- One Time Cost
	Real-Time Control Module	\$6,735.25- One Time Cost
	VESTA® 9-1-1 Heads-Up Display: Large Monitor Application, which displays active calls, and Agent Status in a PSAP.	\$33,290.20- One-Time \$369.34- MRC
	VESTA® Analytics Standalone Workstation Equipment Note: Admin PC for MIS and GIS	\$1,630.50- One Time Cost
	COMMAND POST-Laptop of VESTA Call-Taking-VESTA Map-VESTA Analytics	\$25,845.25 per Laptop- One-Time Cost \$189.85-MRC

*Additional Rows may be added



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**Appendix N: Additional Network Interface Options for NG-911 System(s) Cost
Response Form – Motorola VESTA**

Add-On Network Interface Type	Number of Circuits per Network Interface Card	Manu- facturer	System Name	Map Server	*Maximum One-time Cost for a Single Network Interface	Maximum Monthly Recurring Cost Increase to the Baseline Cost in Appendix J for Post Warranty Maintenance and Support for any PSAP Position Size
Direct IP Connection	Connections Via EIM	Cisco	Router	N/A	\$2,500.00	\$37.95
Digital DS-1 (T-1) and Primary Interface (PRI)	23 Channels for PRI	AudioCodes	Gateway	N/A	\$3,653.05	\$345.00
SIP Trunking	1 Connection	Cisco	Router	N/A	\$8,442.92	\$109.25
ESInet i3	1 Connection	Cisco	Router	N/A	\$6,675.00	\$209.30
Traditional CAMA Trunks	4 Ports per Gateway	AudioCodes	FXS Gateway	N/A	\$481.80	\$0
Lines and trunks for local telephone service for the Local Exchange Company (LEC)	4 Ports per Gateway	AudioCodes	FXO Gateway	N/A	\$497.90	\$0

*Includes design, installation, testing, production deployment, written acceptance from PSAP Manager/Director



West Safety Solutions

1) Mandatory Cost Response Form

Appendix H: NG-911 Professional Service Cost Response Form

- d. **Level One** means a qualified professional that has less than five (5) years of relevant experience.
- e. **Level Two** means a qualified professional that has five (5) to ten (10) years of relevant experience.
- f. **Level Three** means a qualified professional that has greater than ten (10) years of relevant experience.

*NG-911 Professional Services applies ONLY for work for hire.

	Professional Service Title	Professional Service Description	Onsite Maximum Hourly Rate	Offsite Maximum Hourly Rate
1	NG-911 Field Engineer	The ConvergeOne E911 Field Engineers have a wide breadth of 911 Installation and Maintenance experience. The ConvergeOne E911 Field Engineers are responsible for onsite and remote support of the New Mexico PSAP’s E911 hardware infrastructure and software applications. Our E911 Field Engineers have effective troubleshooting skills, as well as, strong customer communications skills to deliver superior customer service. In addition, the ConvergeOne E911 Field Engineers have a strong knowledge of Layer 2/3 routing and switching infrastructure which are inherent to today’s NG-911 systems. This skill set is applicable when dealing with E911 Host/Remote system configuration which rely on Wide Area Networks in order to communicate with one another to achieve		

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		maximum E911 system uptime. Moreover, the ConvergeOne Field Engineers are responsible for maintaining their Monthly Preventative Maintenance schedule for their respective New Mexico PSAPs. The Field Engineers are also responsible for providing Monthly Reporting on the NG-911 System "health", overall uptime and system Trouble Tickets for each month.		
A	Level One		\$235.00	Not Applicable
B	Level Two		\$235.00	Not Applicable
C	Level Three		\$235.00	Not Applicable
2	Inside Customer Service Technician	Remote Customer Service Technician who can perform remote remedy, repair, software upgrades/patches on non-911 systems, such as; Cisco Voice Systems, Security Applications, Disaster Recovery Applications, Virtual Applications, etc.		
A	Level One		Not Applicable	\$200.00
B	Level Two		Not Applicable	\$200.00
C	Level Three		Not Applicable	\$200.00

**Additional Rows may be added

**Hourly Rate means the proposed fully loaded maximum hourly rates must include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as any subcontractor personnel.



Appendix I: NG-911 System(s) by PSAP Position Size Cost Response Form

- a. Manufacturer: West Safety Solutions
- b. System Name: VIPER Power 911 Power Metrics
- c. Map Server: MapFlex

Description PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and All Related Services/Labor for the One (1) Year Warranty Period
2	5	5	1	\$147,564.63
3	5	5	1	\$164,927.85
4	5	5	1	\$178,791.05
5	5	5	1	\$198,813.60
6	6	6	1	\$211,370.02
7	6	6	1	\$228,548.46
8	7	7	1	\$243,466.77
9	7	7	1	\$266,269.28
10	7	7	1	\$290,720.75
11	8	8	1	\$304,644.59
12	8	8	1	\$318,262.20
13	8	8	1	\$337,603.93
14	8	8	1	\$351,221.56
15	9	9	1	\$369,972.53
16	10	10	1	\$383,590.50
17	10	10	1	\$402,932.20
18	10	10	1	\$416,550.18
19	10	10	1	\$433,567.81
20	10	10	1	\$447,510.45
21	10	10	1	\$464,742.14



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Description PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and All Related Services/Labor for the One (1) Year Warranty Period
22	12	12	1	\$478,214.91
23	12	12	1	\$495,087.67
24	12	12	1	\$508,560.08
25	12	12	1	\$527,756.94
26	12	12	1	\$541,229.69
27	12	12	1	\$558,102.46
28	12	12	1	\$571,575.23
29	14	14	1	\$593,130.32
30	14	14	1	\$613,507.05
31	14	14	1	\$630,579.81
32	14	14	1	\$643,922.87
33	14	14	1	\$662,989.34
34	14	14	1	\$688,704.62
35	18	18	1	\$707,180.00
36	18	18	1	\$720,523.07
37	18	18	1	\$739,589.52
38	18	18	1	\$752,932.60
39	18	18	1	\$769,674.97
40	18	18	1	\$783,343.19
41	18	18	1	\$798,530.52
42	20	20	1	\$811,755.77
43	20	20	1	\$828,381.38
44	20	20	1	\$841,606.63
45	20	20	1	\$860,555.96



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Description PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and All Related Services/Labor for the One (1) Year Warranty Period
46	20	20	1	\$873,780.86
47	20	20	1	\$890,406.12
48	22	22	1	\$905,364.71
49	22	22	1	\$924,314.05
50	22	22	1	\$937,539.29
51	23	23	1	\$966,981.75
52	23	23	1	\$980,206.67
53	23	23	1	\$999,155.99
54	23	23	1	\$1,012,381.60
55	24	24	1	\$1,033,108.04
56	24	24	1	\$1,046,332.95
57	24	24	1	\$1,065,282.62
58	24	24	1	\$1,078,507.87
59	24	24	1	\$1,095,133.13
60	26	26	1	\$1,114,391.29
61	26	26	1	\$1,131,639.41
62	26	26	1	\$1,144,865.00
63	26	26	1	\$1,161,489.91
64	26	26	1	\$1,174,715.17
65	28	28	1	\$1,195,920.29
66	28	28	1	\$1,209,145.87
67	28	28	1	\$1,229,796.43
68	28	28	1	\$1,241,996.05
69	28	28	1	\$1,255,655.27



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Description PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESI-net i3	Maximum Cost Including Hardware, Software, Software Subscription, and All Related Services/Labor for the One (1) Year Warranty Period
70	30	30	1	\$1,273,153.97
71	30	30	1	\$1,293,079.22
72	30	30	1	\$1,306,304.48
73	30	30	1	\$1,325,253.81
74	30	30	1	\$1,338,479.41
75	30	30	1	\$1,355,104.65



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Appendix J: NG-911 Post Warranty Maintenance and Support Package Cost Response Form

- a. Manufacturer: West Safety Solutions
- b. System Name: VIPER Power 911 Power Metrics
- c. Map Server: MapFlex

PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription and Any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
2	5	5	1	\$4,926.03	\$59,112.40
3	5	5	1	\$5,186.03	\$62,232.35
4	5	5	1	\$7,247.69	\$86,972.30
5	5	5	1	\$7,569.98	\$90,839.75
6	6	6	1	\$7,839.56	\$94,074.70
7	6	6	1	\$10,803.72	\$129,644.65
8	7	7	1	\$11,063.72	\$132,764.60
9	7	7	1	\$11,323.71	\$135,884.55
10	7	7	1	\$11,665.93	\$139,991.20
11	8	8	1	\$11,935.51	\$143,226.15
12	8	8	1	\$12,195.51	\$146,346.10
13	8	8	1	\$14,258.00	\$171,096.05
14	8	8	1	\$14,518.00	\$49,841.00
15	9	9	1	\$14,778.00	\$52,960.95
16	10	10	1	\$15,037.99	\$56,080.90
17	10	10	1	\$15,297.99	\$59,200.85
18	10	10	1	\$15,557.98	\$62,320.80
19	10	10	1	\$15,817.98	\$65,440.75
20	10	10	1	\$16,124.45	\$69,118.45



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription and Any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
21	10	10	1	\$17,851.53	\$214,218.40
22	12	12	1	\$18,111.53	\$217,338.35
23	12	12	1	\$18,371.53	\$220,458.30
24	12	12	1	\$18,631.52	\$223,578.25
25	12	12	1	\$18,891.52	\$226,698.20
26	12	12	1	\$19,151.51	\$229,818.15
27	12	12	1	\$19,411.51	\$232,938.10
28	12	12	1	\$19,671.50	\$236,058.05
29	14	14	1	\$19,931.50	\$239,178.00
30	14	14	1	\$20,191.50	\$242,297.95
31	14	14	1	\$22,220.66	\$266,647.90
32	14	14	1	\$22,480.65	\$269,767.85
33	14	14	1	\$22,740.65	\$272,887.80
34	14	14	1	\$23,000.65	\$276,007.75
35	18	18	1	\$23,260.64	\$279,127.70
36	18	18	1	\$23,520.64	\$282,247.65
37	18	18	1	\$23,780.63	\$285,367.60
38	18	18	1	\$24,040.63	\$288,487.55
39	18	18	18	\$24,300.63	\$291,607.50
40	18	18	18	\$24,607.20	\$295,286.35
41	18	18	18	\$26,636.36	\$319,636.30
42	20	20	20	\$26,896.35	\$322,756.25
43	20	20	20	\$27,156.35	\$325,876.20
44	20	20	20	\$27,416.35	\$328,996.15



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription and Any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
45	20	20	20	\$27,676.34	\$332,116.10
46	20	20	20	\$27,936.34	\$335,236.05
47	20	20	20	\$28,196.33	\$338,356.00
48	22	22	22	\$28,456.33	\$341,475.95
49	22	22	22	\$28,716.33	\$344,595.90
50	22	22	22	\$28,976.32	\$347,715.85
51	23	23	23	\$31,126.43	\$373,517.10
52	23	23	23	\$31,386.42	\$376,637.05
53	23	23	23	\$31,646.42	\$379,757.00
54	23	23	23	\$31,906.41	\$382,876.95
55	24	24	24	\$32,166.41	\$385,996.90
56	24	24	24	\$32,426.40	\$389,116.85
57	24	24	24	\$32,686.40	\$392,236.80
58	24	24	24	\$32,946.40	\$395,356.75
59	24	24	24	\$33,206.39	\$398,476.70
60	26	26	26	\$33,466.39	\$401,596.65
61	26	26	26	\$36,488.88	\$437,866.60
62	26	26	26	\$36,748.88	\$440,986.55
63	26	26	26	\$37,008.88	\$444,106.50
64	26	26	26	\$37,268.87	\$447,226.45
65	28	28	28	\$37,528.87	\$450,346.40
66	28	28	28	\$37,788.86	\$453,466.35
67	28	28	28	\$38,048.86	\$456,586.30
68	28	28	28	\$38,308.85	\$459,706.25



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PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost Including Hardware, Software, Software Subscription and Any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
69	28	28	28	\$38,568.85	\$462,826.20
70	30	30	30	\$38,828.85	\$465,946.15
71	30	30	30	\$42,338.84	\$508,066.10
72	30	30	30	\$42,598.84	\$511,186.05
73	30	30	30	\$42,858.83	\$514,306.00
74	30	30	30	\$43,118.83	\$517,425.95
75	18	18	18	\$43,378.83	\$520,545.90



Appendix K: NG-911 Formal Course Training Cost Response Form – West Safety Solutions

	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Course Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
1	Power 911 End User Training (includes MapFlex user training)	Onsite	<p>This course introduces the use of the Power911 call taking system and all the features required to perform the functions of call receiver. This class is a hands-on course, where the learner will soon become confident with its use.</p> <p>MapFlex User training is designed to teach the fundamentals of MapFlex and its components as it relates to the PSAP.</p>	None	Minimum 4HRS	1	8	None	<p>\$650.00 per End Users, based on Training Class size of 8 Dispatchers for one day.</p> <p>Please note: If any PSAP requires additional Training Days for End Users, pricing will be adjusted to accommodate for additional Training days and related Travel / Expenses</p>
2	Power 911 Admin Training	Onsite	This course will teach the fundamentals for modifying, updating and maintaining configuration data for the Power911 system.	None	Minimum 4HRS	1	4	None	<p>\$850.00 per Admin User, based on Training Class Size of 4</p> <p>Please note: If any PSAP requires</p>



	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Course Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
									additional Training Days for End Users, pricing will be adjusted to accommodate for additional Training days and related Travel / Expenses
3	Admin-Customer Configuration System) for Standard Site	Onsite	Course is a review of current and future operations, equipment purchased, trunk lines, integrations, and options in VIPER and Power 911. Decisions will be made on specific configuration options of the system. The sessions are: Business Practices and Call Flow Analysis, Automatic Call Distribution (ACD), and Power 911 Administrator training. (A separate	None	One Day	1	4	None	\$3,929.55 for one day of Customer Configurations Systems Training. Please Note: One CCS must be included per site. CCS is not dependent upon PSAP size, but upon whether or not PSAP uses ACD.



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	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Course Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
			Power 911 Administrator Training will be conducted later in the project, when the end-user training is conducted. This part of the Administrator training concerns only the set up needed to prepare the configuration.)						
4	Admin-Customer Configuration System) for ACD Site	Onsite	This is a review of the VIPER ACD system and its available options for the call flows that will be managed by ACD. A determination of specific trunk lines managed by ACD and which ones are not managed by ACD will be documented. A white board is highly desirable to map out the ACD queues and options.	None	Three Days	1	4	None	\$7,917.75 for three days of ACD specific Customer Configurations Systems Training. Please Note: One CCS must be included per site. CCS is not dependent upon PSAP size, but upon whether or not PSAP uses ACD.



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	Course Name	Type of Course (Webinar, Onsite, etc.)	Brief Course Description	Prerequisites, if any	# of Hours	Minimum Class Size	Maximum Class Size	Special Requests for Equipment, Connectivity, or Other	Maximum Cost per person including discounts and related travel expenses
5	One hour eLearning	Webinar	Refresher training	None	1HR	1	8	None	\$250.00
6	Two hours eLearning	Webinar	Refresher training	None	2HR	1	8	None	\$365.00
7	Three hours eLearning	Webinar	Refresher training	None	3HR	1	8	None	\$475.00
8	Train-the-Trainer	Onsite	This course provides an in-depth look at the use of Power911 call-taking system and all of its features being used at the PSAP in question as well as presenting a training approach for the system. As a hands-on course, the participants will have the opportunity to learn the system and practice training to their peers.	None	3 Days	1	8	None	\$8,265.00



2) *Desirable Cost Response*

Appendix L: NG-911 MSRP Catalog Listing by Manufacturer Type Response Form – West Safety Solutions

*No.	MANUFACTURER TYPE	MSRP CATALOG URL Link ONLY for Hardware and Software in Support of NG-911 Systems (**Excluding Services)
1	Not applicable.	

*Additional Rows may be added

** EXCLUDING the following Services:

- a. NG-911 Professional Services, Appendix H;
- b. Any labor services included in NG-911 System by PSAP Position Size, Appendix I;
- c. NG-911 Post Warranty Maintenance and Support Services, Appendix J;
- d. NG-911 Formal Course Training Services, Appendix K;
- e. Additional Options NG-911 System(s), Appendix M;
- f. Additional Network Interface Options for NG-911 Systems(s), Appendix N;
- g. NG-911 Value Added Optional Services, and
- h. Any other services not listed or required



Appendix M: Additional Options for NG-911 System(s) Cost Response Form – West Safety Solutions

Disaster Recovery Options for NG-911 System(s)

	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
1	<p>Disaster Recovery (Basic): Image, Data, and Configuration Remote Back-up.</p> <p>The ConvergeOne Disaster Recovery methodology has been to provide solutions that meet the operational needs of the customer. This offering provides complete back-ups of all Positions / Servers. This includes Images of all designated computing elements, Sever and Position Configurations, and MIS data. The following configuration provides 12TB of usable backup storage.</p> <ul style="list-style-type: none"> • Asustor AS6202T 2-Bay NAS, Intel Celeron Quad-Core, 2 GB SO-DIMM DDR3L, GbE x 2, USB 3.0 & eSATA, WOL, System Sleep Mode, AES-NI hardware encryption, with lockable tray x1 • Seagate IronWolf ST6000VN0033 6TB 7200 RPM 256MB Cache SATA 6.0Gb/s 3.5" Internal Hard Drive x2 	\$2,500.00 (One-Time Cost)

*Additional Rows may be added

Other Additional Options for NG-911 Systems

	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
1	<p>WEST GIS PSAP SOLUTIONS FOR NEW MEXICO NG9-1-1 GIS DATA READINESS</p> <p>As the Public Safety community embraces Next Generation 9-1-1 (NG9-1-1), GIS is taking an essential role at the center of emergency communications. The National Emergency Number Association's (NENA) i3 specification includes GIS as a foundational element of NG9-1-1 architecture. In NG9-1-1, locally-sourced GIS spatial data forms the basis for 9-1-1 location validation, call routing, and map display rather than the tabular data used in ALI and MSAG databases. GIS spatial data becomes the core of Next Generation 9-1-1. In addition to being the cornerstone of NG9-1-1 readiness, comprehensive and accurate i3-compliant GIS data is essential to the successful deployment of the NG9-1-1-ready map display solution.</p>	Pricing is per PSAP unless otherwise noted below.



	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<p>With GIS spatial data at the center of NG9-1-1 and integral to enabling the functions and features of the map display solution, locally sourced GIS data must be accurate, it must comply with i3 standards, and it must be continuously maintained by New Mexico PSAPs directly or in partnership between New Mexico PSAPs and the local or regional GIS authority. i3 GIS data must meet legacy system database requirements and, in many cases, meet additional local, regional, and New Mexico state requirements for Public Safety and other GIS data users.</p> <p>West is very familiar with the challenges which will be faced by New Mexico PSAPs and the local / regional GIS managers as each PSAP works toward NG9 1 1 GIS data readiness in advance of future i3 system deployment. West is experienced working with New Mexico PSAP managers and GIS data managers across the state and West has a unique understanding of each PSAPs specific data condition, enabling us to easily collaborate and consult with PSAPs as GIS data begins to take center stage within existing 9-1-1 and future NG9-1-1 environments.</p> <p>West’s GIS Services Division has extensive experience working with GIS and Public Safety agencies across the nation to create, validate, synchronize, and provide ongoing management of GIS data used in 9-1-1 and NG9-1-1 operations. Furthermore, West has provided GIS data management services to the State of New Mexico for several years, continuing through the end of 2018, and has a comprehensive understanding of the county / PSAP GIS data as well as steps necessary to prepare it to meet NENA i3 recommendations and requirements.</p> <p>A critical first step toward preparing for i3 system deployment is the creation of the accurate GIS data which is a key component of a successful i3 system deployment for each PSAP. This proposal includes optional solutions designed to enable PSAPs to determine GIS data readiness for NG9 1 1, effectively manage GIS data, and to assist PSAPs and local/county GIS administrators to and the work toward i3 GIS data readiness.</p> <p>NENA recommends a minimum 98% synchronization rate between the ALI, MSAG, and GIS data before the GIS data is considered for viable use in a NG9-1-1 system (NENA Information Document 71-501). Across the majority of NG9-1-1 system deployments, this is the first step that must be taken prior to the implementation of i3 Core Services.</p>	



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	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<p>The need for accurate GIS Data in the i3 world prior to implementing i3 is covered in multiple NENA i3 standards including:</p> <ul style="list-style-type: none"> • NENA Informational Document 71-501 • NENA Standards for NG9-1-1 GIS Data Model • NENA Standard for NG9-1-1 Data Management Requirements <p>This proposal includes the following optional products, services, and solutions tailored to enable New Mexico PSAPs to effectively manage their GIS data in advance of and preparation for future NG9-1-1 system implementations. PSAP-based pricing for all of these services is included in the proposal pricing section.</p>	
	<p>MapSAG GIS Data Management System (MapSAG) PSAPs may purchase MapSAG through this agreement. The optional system pricing in this proposal provides Single User or Concurrent Use MapSAG Professional licensing, described in greater detail below.</p> <p>Reinstatement of Existing MapSAG Licenses for New Mexico PSAPs Many of New Mexico PSAPs and counties have previously used MapSAG to successfully manage and maintain their GIS data under a statewide contract with West, which terminated in December 2018. These PSAPs and counties may reinstate their MapSAG licensing by purchasing and maintaining a new annual support and maintenance agreement without being required to purchase new software licensing. This offers a unique and cost-effective way to continue using West's GIS data management solution through agreements managed directly with the PSAPs.</p> <p>Product Description MapSAG, West's GIS Data Management System, produces highly accurate data and enables the synchronization of MSAG and GIS data, a crucial step on the path to NG9-1-1. MapSAG delivers easy-to-manage and intuitive GIS data maintenance tools including Street and Structure Editing, Street, Structure and Response Boundary Validations, MSAG and ALI Compare and Synchronization tools and easy to use Reporting Tools.</p> <p>MapSAG Professional, starting in release 6.4 and when deployed in conjunction with MapFlex version 5.4 or newer, enables call takers and dispatchers using MapFlex to communicate GIS data discrepancies directly to the GIS data administrators through MapSAG. The MapSAG user can make updates and corrections to the GIS data which are then communicated back to the MapFlex</p>	<p>MapSAG Professional Single User Licensing \$9,200.00 per single-user license (includes remote installation / configuration) \$3,450.00 for remote user training (per site) \$2,125.50 additional fee for on-site user training (added to user training fee) \$1,795.00 annual support and maintenance per single user license, starting year 2</p> <p>Concurrent Use Licensing \$5,265.00 per concurrent use license (includes remote installation / configuration) \$5,9850.00 per concurrent use license server (one required per site)</p>



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	<p>system. This integration streamlines the process of reporting, managing, and correcting GIS errors flagged through the map display / call mapping application. This integration is only available to users of MapFlex and MapSAG operating the most current versions of each application.</p> <p>MapSAG enables local PSAPs to create and maintain accurate 9-1-1 GIS data and to synchronize the GIS and 9-1-1 databases. This “checks and balances” approach maintains consistency and accuracy across the databases used for addressing and 9-1-1. MapSAG is ideal for PSAP and/or county users and enables the direct management of PSAP GIS data.</p> <p>MapSAG is installed locally, at the Customer location, and operates through a simple interface within Esri’s ArcGIS Desktop (ArcView, ArcEditor, or ArcInfo) product. Various toolbars are available for accessing the available tools and features. The functionality that resides in the ArcGIS Desktop framework remains available while using MapSAG, including editing, drawing, layouts and/or spatial queries. An example of the integration of MapSAG and ArcGIS Desktop is that users can perform a spatial or attribute query and use the resulting records for analysis by the MapSAG tools.</p> <p>Single User and Concurrent Use MapSAG Licensing</p> <p>All releases and versions of MapSAG are available in two licensing options, Single User and Concurrent Use.</p> <p>The Single User license is installed on a single workstation and can be used full-time on that workstation. Multiple Single User licenses may be purchased by a PSAP or county agency when multiple users require access to the application at the same time.</p> <p>A Concurrent Use license can be shared by up to three (3) MapSAG users but only one workstation at a time can use the license. Multiple Concurrent Use licenses may be purchased by a PSAP or county agency when multiple simultaneous user access is required. One Concurrent Use License Server (a software package) will be required per site.</p> <p>Annual Support and Maintenance</p> <p>PSAPs and other county or state agencies operating MapSAG are required to maintain an active annual support and maintenance agreement. Support and maintenance for new system deployments are required starting in year two, with annual renewals for each year of operation thereafter. Maintenance may be renewed annually or</p>	<p>\$3,450.00 for remote installation and training (per site)</p> <p>\$2,125.50 additional fee for on-site user training (added to user training fee)</p> <p>\$2,125.00 annual support and maintenance per concurrent use license, starting year 2</p> <p><u>Reinstatement of Existing License for Existing NM MapSAG Users</u></p> <p>\$1,795.00 annual support and maintenance per single use license per year</p> <p>This fee initiates a new annual support and maintenance agreement, billable in year one, for New Mexico PSAPs previously using MapSAG under the expired state contract.</p>



	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<p>multiple years of support and maintenance coverage may be purchased with the system</p> <p>PSAPs which maintain current MapSAG support and maintenance agreements are eligible for upgrades to the most current version of MapSAG at no additional charge.</p> <p>PSAPs which are reinstating existing licenses for older versions of MapSAG through the initiation of a new annual support and maintenance agreement as described above will become eligible for upgrade to the most current version of MapSAG Professional.</p>	
	<p>NG9-1-1 GIS Data Assessment and Report</p> <p>This is provided as a one-time service and delivers a comprehensive analysis of the GIS authority's existing GIS and 9-1-1 data (MSAG and ALI) in preparation for migration to NG9-1-1.</p> <p>Service Description</p> <p>West will perform an in-depth analysis on the GIS data layers required to implement NG9-1-1. This analysis is followed by detailed reports of West's findings and recommendations for the steps needed to achieve full i3 GIS data readiness.</p> <p>After West presents the report findings and recommendations, the jurisdiction or GIS authority may elect to manage the data directly or contract with West for additional GIS data professional services, solutions, and support.</p> <p>The NG9-1-1 GIS data analysis will be performed on and between the following layers:</p> <ul style="list-style-type: none"> • Road Centerline • Address Points • PSAP Boundary Layer • Emergency Service Boundary Layers(s) • Provisioning Boundary Layer • ALI-to-GIS and MSAG-to-GIS comparisons <p>The report delivered to the end customer will contain:</p> <ul style="list-style-type: none"> • GIS data readiness process • Documented data standards • GIS data validation reports • Data analysis recommendations • Reference documentation for i3 • Conclusion 	<p>NG9-1-1 GIS Data Assessment and Report</p> <p>\$5,750.00 per PSAP, per County, or per GIS data authority</p>
	<p>Ad-Hoc Road Centerline to ALI Comparison Report</p> <p>This is provided as a one-time service and delivers a comprehensive analysis of the end customer's Road Centerline (RCL) data and end</p>	<p>Ad-Hoc Road Centerline to ALI Comparison Report</p>



	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<p>customer provided Automatic Location Information (ALI) data managed for the jurisdiction.</p> <p>This comparison is ideal for PSAPs which have already engaged West to perform the NG9 1 1 GIS Data Assessment and wish to periodically check the ALI-to-GIS match rate for locally-sourced and updated GIS data with the goal of meeting the NENA recommendation for 98% synchronization rate between the ALI, MSAG, and GIS data before the GIS data is considered for viable use in a NG9-1-1 system. This service is not meant to replace a complete NG9-1-1 GIS Data Assessment and Report.</p> <p>Service Description</p> <p>Using GIS and 9-1-1 data, West will run QA/QC validations between the 9-1-1 ALI data and the Road Centerline GIS data layer. West uses proprietary 9-1-1 GIS data validation tools to determine conformance to GIS schema requirements and perform QA/QC for critical errors.</p> <p>A report will be created and provided to the end customer identifying the ALI-to-RCL match rate and critical errors which would prevent data from being suitable for use in NG9-1-1 call routing.</p>	<p>\$1,725.00 per comparison service and report</p>
	<p>NG9-1-1 GIS Data Consulting Services</p> <p>Following the NG9-1-1 GIS Data Assessment and Report, PSAPs may require or desire additional consultative services to better understand errors in the GIS data, the steps required to mitigate them, and additional steps necessary to develop the layers required for the deployment of i3-ready GIS data in a NG9-1-1 environment. This service focuses on direct consultation with PSAPs and other New Mexico GIS data stakeholders to resolve errors in the GIS data and work toward the NENA recommended 98% match rate between GIS and 9-1-1 data.</p> <p>Service Description</p> <p>Understanding the responsibilities of editing, managing, and maintaining PSAP GIS data within the State of New Mexico fall to various stakeholders at the local (PSAP), county, state, and other organizational levels, West will collaborate with all parties and agencies involved in the management of each PSAPs or county's GIS data. West will advise the steps required to mitigate errors, work with various stakeholders to guide the development of accurate, high quality GIS data, and to guide the PSAPs and other agencies through the steps needed to achieve i3 readiness.</p>	<p>NG9-1-1 GIS Data Consulting Services</p> <p>\$150.00 per hour, project scope TBD after discussion between West and PSAP</p> <p>\$9,250.00 for two consecutive weeks of GIS consulting services (10 business days)</p>



	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<p>This proposal includes pricing for West to provide custom-scoped services on an hourly basis, with the price to the PSAP determined following a review of the local requirements and expectations. West will also provide GIS data professional consulting services to PSAPs for a two-week period to PSAPs at a discounted rate.</p>	
	<p>Enterprise Geospatial Database Management System (EGDMS) Where MapSAG is the ideal GIS data management solution for PSAP and other local/county GIS data administrators and managers, West’s Enterprise Geospatial Database Management System (EGDMS) is tailored to larger county, regional, or state-level GIS data management, validation, and ongoing GIS data quality checks. EGDMS is also ideally suited for the management of county, regional, or statewide GIS data sets which are shared by multiple agencies, PSAPs, or GIS data authorities.</p> <p>Service Description EGDMS is a fully hosted and secure online service used by individual or multiple GIS data sources for GIS data provisioning and continuously receiving detailed data quality reports and associated error/warning shapefiles, and also provides automatic data standardization and coalescing between participating agencies. EGDMS provides a secure GIS data upload and validation portal. EGDMS also provides automated data validations and reports and includes training on application navigation and GIS data validation report interpretation.</p> <p>In areas where West manages the ALI database directly or on behalf of a telco, EGDMS provides the ability for users to automatically initiate ALI to Road Centerline (RCL) and/or ALI to Address Point GIS data comparisons and match rate reports.</p> <p>EGDMS GIS Data Validation Services include critical error detection and data warnings. Critical errors are errors which impact call routing and/or validation, such as overlapping Road Centerline features. Data warnings are not as serious as critical errors but West strongly recommends data warnings also be corrected. An example of a data warning provided by EGDMS is a street pointing in the wrong direction.</p> <p>The EGDMS portal provides:</p> <ul style="list-style-type: none"> • Secure File transfer via the West Unified Portal with secure two-factor authentication • Popular file format support for File Geodatabase and Shapefile 	<p>Enterprise Geospatial Database Management System (EGDMS) One-Time EGDMS Fees \$5,750.00 per PSAP utilizing EGDMS Ongoing EGDMS Monthly Recurring Fees \$475.00 per month for total covered jurisdiction population up to 100,000 \$0.0051 additional fee per person, per month, for population over 100,000 to 1,000,000</p>



	Description of Features/Capabilities	Maximum Monthly Recurring Cost to include One-time Costs
	<ul style="list-style-type: none"> • Automated schema change detection and error notification • Attribute field mapping configuration driven by the GIS authority • Automated email notifications for upload and processing status • NG9-1-1 GIS Data Compliancy Checks • Ongoing GIS data accuracy validation (QA/QC) • GIS Data Validation Report Retrieval • Validations apply to Address Points, Road Centerlines, and Boundary layers • Streamlined ALI to Road Centerline and ALI to Address Point comparisons and reporting • MSAG to Road Centerline comparison reporting <p>EGDMS supports Shapefile and File Geodatabase formats and allows the authoritative GIS data to be maintained by the end customer using the end customer’s native schema.</p> <p>EGDMS One-Time Services West will provide the following EGDMS implementation services:</p> <ul style="list-style-type: none"> • EGDMS Kickoff Meeting • EGDMS Overview, User Training (webinar), and Field Mapping training (webinar) • EGDMS Report Interpretation & Error Correction Consultation training (webinar) • ALI to GIS Report Review and Error Correction Consultation training (webinar) • General EGDMS deployment support <p>Ongoing GIS Data Updates Using EGDMS EGDMS includes proprietary delta detection tools that allow users to submit full, complete GIS databases as opposed to only sending added, changed, or deleted features through the tool. EGDMS is an on-demand system, enabling the 9-1-1 authority to submit updates as often as changes are made to the underlying GIS data. As many GIS agencies do not possess the licensing requirements for Esri SDE replication, the ability for end customers to isolate and submit only those features which have been changed is not reliable nor is it easily achieved. For this reason, EGDMS uses full GIS database uploads then identifies and processes the changed features between the production data and the updated data on the agency’s behalf.</p>	



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	This solution supports any customer data format (shapefile or file geodatabase formats) and it does not require additional software licensing. Data updates which are processed and validated by the EGDMS system are then provisioned to the regional or state level database.	
	VIPER OPTIONS	
	VIPER SIP Interface to PBX, per position	\$1,523.61 per position. (One Time Fee)
	VIPER Power OPS-Call Activity Display	\$7,450.45 per display, does not include monitor. (One Time Fee)
	Automatic Call Distribution (ACD), per position	\$2,135.45 per position
	Automatic Call Distribution Training (2 Days)	\$4,000.00
	WEST TXT2-911 APPLICATIONS	
	TXT29-1-1 Integrated One-time-fee per PSAP- (1-4 seats)	\$4,300.00 - One Time Cost
	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats)	\$316.25 - Monthly Recurring Cost
	TXT29-1-1 Integrated One-time-fee per PSAP- (5-10 seats)	\$6,595.75- One Time Cost
	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats)	\$546.25- Monthly Recurring Cost
	TXT29-1-1 Integrated One-time-fee per PSAP- (11+ seats)	\$13,781.25- One Time Cost
	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats)	\$1,273.63- Monthly Recurring Cost
2	<p>Carbyne The Carbyne c-Lite system connects people to essential public services. The c-Lite system is uniquely positioned to enhance critical response to emergency events and empower the way the public communicates with emergency services in crisis situations, as well as essential city services in non-emergency situations. c-Lite creates a "Carbyne Call" out of any smartphone call and does NOT require that an application be installed on the caller's phone. A Carbyne Call adds the following five enhanced calling components to a 9-1-1 call:</p> <ol style="list-style-type: none"> 1. Precise and persistent location of the caller including the best device-based, network based or sensor-based location available. 	\$500.00 (per workstation per month)



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	2. Live cell phone video stream from the scene of an event, 3. Two-way instant messaging/chatting, 4. Dropped-Call protection; which is a backup data connection to a 911 callers cell phone 5. Ancillary information about the caller or surrounding environment (i.e., sensors, street cameras, c-Now profile information, RapidSOS Clearinghouse data, etc.) when available. The features of c-Lite results in faster and better response by the relevant agencies and enhanced real-time situational awareness. The historical record of all video, chats and location information captured during a session is recorded and stored in the cloud.	
3	ECaTS MIS Call-Handling Reporting	One Time Fee per PSAP
	Single PSAP Deployment-One RDDM Data Collector per PSAP	
	<ul style="list-style-type: none"> Data Collection Activation Services for Standard deployments 	\$3,900.00
	<ul style="list-style-type: none"> Data Collection Activation Services for IP Integrated Deployments 	\$4,900.00
	<ul style="list-style-type: none"> High Volume Data Collection Activation Services (required for >9 pos Viper only) 	\$8,000.00
	<ul style="list-style-type: none"> Data Collection Training 	\$400.00
	Special Data Collection Options	
	<ul style="list-style-type: none"> Data Collection Activation Services for IP Integrated Deployments - NEBS 	\$9,450.00
	<ul style="list-style-type: none"> Database Setup and Configuration 	\$1,000.00
	<ul style="list-style-type: none"> Radius Event Collection Setup and Configuration (NOT FOR NORMAL DEPLOYMENTS) 	\$1,198.00
	<ul style="list-style-type: none"> Syslog Event Collection Setup and Configuration (NOT FOR NORMAL DEPLOYMENTS) 	\$590.00
	<ul style="list-style-type: none"> IP to Serial Conversion Setup 	\$1,056.00
	ECaTS Dashboard Module	
	<ul style="list-style-type: none"> Dashboard Install 	\$1,000.00
	<ul style="list-style-type: none"> Dashboard Training 	\$100.00
	Text-to-911 Reporting Module	
	<ul style="list-style-type: none"> T911 Install 	\$400.00
	<ul style="list-style-type: none"> T911 Training 	\$100.00
	Staffing Forecast Module	
	<ul style="list-style-type: none"> Staffing Module per PSAP Install 	\$400.00



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	<ul style="list-style-type: none"> Staffing Module Training 	\$100.00
	Wireless Routing Analysis Module	
	<ul style="list-style-type: none"> WRA Transfer Code Install (Provides mapping for 18 codes) 	\$3,800.00
	<ul style="list-style-type: none"> WRA Training 	\$200.00
	<ul style="list-style-type: none"> WRA Shape File Loading Service 	\$500.00
	Agent Module	
	<ul style="list-style-type: none"> Agent Module License 	\$1,000.00
	Audit Module	
	<ul style="list-style-type: none"> Audit Module License 	\$1,000.00
	Customizations – Time & Materials Costs	
	<ul style="list-style-type: none"> 3rd Party Integration JAD and Prototyping 	\$220.00
	<ul style="list-style-type: none"> Customization Hourly 	\$180.00
	<ul style="list-style-type: none"> Customization Bundles 	\$5,600.00
	<ul style="list-style-type: none"> Data Mining Bundles 	\$1,000.00
	ECaTS MIS Call Handling Reporting - Monthly Service Cost Per PSAP	
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 1 : 0-24,999K (1-2 Pos) 	\$3,648.00
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 2 : 25K - <50K (3-4 Pos) 	\$3,931.20
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 3 : 50K - <250K (5-9 Pos) 	\$4,555.20
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 4 : 250K - <500K (10-19 Pos) 	\$5,179.20
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 5 : 500K - <1M (20-39 Pos) 	\$5,803.20
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 6 : 1M - <2M (40-75 Pos) 	\$6,427.20
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Tier 7 : 2M+ (76 + Pos) 	\$16,800.00
	<ul style="list-style-type: none"> Standard MIS Reporting Service (Annual) - Backup PSAP 	\$2,400.00
	ECaTS Dashboard Module	Monthly Recurring Fee Per PSAP
	<ul style="list-style-type: none"> Dashboard Service Fee 	\$100.00
	Text-to-911 Reporting Module	Annual Recurring Fee Per PSAP
	<ul style="list-style-type: none"> T911 Annual Service Fee 	\$59.00



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	Staffing Forecast Module	Annual Recurring Fee Per PSAP
	<ul style="list-style-type: none"> Staffing Module Annual Service Fee for Large Deployments (>35 PSAPs) 	\$25.00
	<ul style="list-style-type: none"> Staffing Module Per Position Annual Service Fee (Deployments < 35 PSAPs) 	\$5.00 per month, per position
	Wireless Routing Analysis Module	Annual Recurring Fee Per PSAP
	<ul style="list-style-type: none"> WRA Annual Service Fee 	\$162.50
	Reporting Package Bundles	
	<ul style="list-style-type: none"> Annual Reporting Package Bundles (3 reports) 	\$288.00 per PSAP
	<ul style="list-style-type: none"> Annual Reporting Package Bundles (6 reports) 	\$588.00 per PSAP
	<ul style="list-style-type: none"> Annual Reporting Package Bundles (9 reports) 	\$816.00 per PSAP
	Cyber Security Firewall (Per PSAP)	
	<ul style="list-style-type: none"> ASA 5506 with FirePOWER services and Sec Plus License Qty. = 1 Per PSAP 	\$2,110.00 One-time cost, plus yearly license cost
	Cyber Security FP-AMP-License	
	<ul style="list-style-type: none"> Cisco Advanced Malware Protection License for up to 99 Computing Elements 	\$7.00 per computer, per month
	Cyber Security: Cisco Umbrella	
	<ul style="list-style-type: none"> Secure Internet Gateway in the cloud 	\$660.00 MRC

*Additional Rows may be added



**Appendix N: Additional Network Interface Options for NG-911 System(s) Cost
Response Form – West Safety Solutions**

Add-On Network Interface Type	Number of Circuits per Network Interface Card	Manufacturer	System Name	Map Server	*Maximum One-time Cost for a Single Network Interface	Maximum Monthly Recurring Cost Increase to the Baseline Cost in Appendix J for Post Warranty Maintenance and Support for Any PSAP Position Size
Direct IP Connection	Per Position	West	Application Server	Not Applicable	\$1,514.40	\$150.00
Digital DS-1 (T-1) and Primary Interface (PRI)	23 or 24	AudioCodes	Mediant GW	Not Applicable	\$14,767.20	\$0.00
SIP Trunking	Per Position	West	911SIP / Ingress via SIP	Not Applicable	\$375.60	\$0.00
ESInet i3	Per Position	West	911SIP / Ingress via SIP	Not Applicable	\$375.60	\$150.00
Traditional CAMA Trunks	4	West	Not Applicable	Not Applicable	\$2,041.20	\$0.00
Lines and trunks for local telephone service for the Local Exchange Company (LEC)	4	West	Not Applicable	Not Applicable	\$1,063.20	\$0.00

*Includes design, installation, testing, production deployment, written acceptance from PSAP Manager/Director

**EXHIBIT B – CONTRACTOR’S SERVICE LEVEL AGREEMENT AND END-USER
LICENSE AGREEMENT (EULA)**

ConvergeOne Service Level Agreement (SLA)

Case Priority Classifications

All cases opened by our Customer Support Center (CSC) are classified under one of the following priorities.

- The customer has the ability to ask for priority to be escalated based on defined definitions.
- If the customer and the CSC are in agreement, the case priority can be lowered.

Priority Level	Definition	Remote Callback Response Time Goal	911 Managed Contract On- Site Response Time
1 - Product Failure or Loss of Service	Client's production environment is down causing critical impact to Client's business operations if service is not restored quickly. ConvergeOne and the Client are willing to commit full-time resources "around-the-clock" in order to either resolve the situation or until the incident is de-escalated.	Upon Notification	4 Hours
2 - Severely Impaired functionality (more than 50%)	Client's production environment is severely degraded impacting significant aspects of Client's business operations. Venture and Client are willing to commit full-time resources during Ventures normal business hours in order to either resolve the situation or until the incident is de-escalated.	1 Hour	4 Hours
3 - Non Critical System Failure (Less than 50%)	Client's performance is degraded. Functionality is impaired, but most business operations continue.	8 Business Hours	24 Hours
4 - Inquiry	Client requires information or assistance on vendor product capabilities, or configuration.	Next Business Day	Next Business Day

ConvergeOne Technical Escalation Procedure

Priority 1

1. Escalation to Tier II engineer within 30 minutes after start time
2. Case updates made at a minimum of 1 hour intervals or upon event change
3. Escalation to manufacturer partner if required
4. Escalation to Tier III engineer at 1 hours after start time
5. Escalation to CSC Director after 4 hours after start time
6. Escalation to Executive Management after 12 hours after start time

Priority 2

1. Escalation to Tier II engineer within 1 hours after start time
2. Case updates made at a minimum of 1 hour intervals or upon event change
3. Escalation to manufacturer partner if required
4. Escalation to Tier III engineer at 2 hours after start time
5. Escalation to CSC Director after 6 hours after start time
6. Escalation to Executive Management after 24 hours after start time

Priority 3

1. Escalation to Tier II engineer within 2 hours after start time
2. Case updates made at a minimum of 1 hour intervals or upon event change
3. Escalation to manufacturer partner if required
4. Escalation to Tier III engineer at 4 hours after start time
5. Escalation to CSC Director by duty manager after 24 hours after start time
6. Escalation to Executive Management after 72 hours after start time

Priority 4

1. Escalation to Tier II engineer within 4 hours after start time
2. Case updates made at a minimum of 1 hour intervals or upon event change
3. Escalation to Tier III engineer at 8 hours after start time
4. Escalation to CSC Director at 48 hours after start time

ConvergeOne On-Site Response Procedure

The CSC will deploy an engineer to go on-site if one of the following conditions is met.

1. Equipment needs to be replaced
2. A determination that an onsite technician is necessary
3. At the customer's request and understands that charges may apply Remote troubleshooting is not possible

ConvergeOne Case Closure Procedure

The following criteria must be met before closing out a case.

1. Issue resolved
2. Customer approval
3. No customer response in 48 hours

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Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	travis.dutton-leyda@state.nm.us
	IP Address: 164.64.62.10


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Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.56.0.198	Sent: 6/23/2020 12:12:55 PM Viewed: 6/23/2020 12:28:02 PM Signed: 6/23/2020 12:28:41 PM


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Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2020 12:28:45 PM Viewed: 6/23/2020 12:58:41 PM Signed: 6/23/2020 12:58:53 PM
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Kyle Wewe KWewe@convergeone.com Regional Vice President - Sales Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 75.13.94.157	Sent: 6/23/2020 12:58:56 PM Viewed: 6/23/2020 4:00:33 PM Signed: 6/23/2020 4:01:03 PM
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ID: 6aec8d76-aafb-4116-a7e7-89e5a69899d4

AnnMarie Lucero AnnMarie.Lucero@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.193	Sent: 6/23/2020 4:01:09 PM Viewed: 6/23/2020 4:19:41 PM Signed: 6/23/2020 4:19:59 PM
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Signer Events	Signature	Timestamp
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Andrew Baranowski
Andrew.Baranowski@state.nm.us
State of New Mexico, Dept of Information
Technology
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Signature Adoption: Drawn on Device
Using IP Address: 73.228.10.104

Sent: 6/23/2020 4:20:03 PM
Viewed: 6/23/2020 4:26:56 PM
Signed: 6/23/2020 4:28:03 PM

Electronic Record and Signature Disclosure:
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ID: b826f124-3b88-427f-83f4-b64a9a19ef32

Elena Tercero
Elena.Tercero@state.nm.us
State of New Mexico, Dept of Information
Technology
Security Level: Email, Account Authentication
(None)



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Signed: 6/23/2020 4:32:51 PM

Electronic Record and Signature Disclosure:
Accepted: 5/26/2020 2:52:30 PM
ID: 5da3dea2-3b15-4c1c-a1c9-087ad20c9e66

Joseph Baros
Joseph.Baros@state.nm.us
State of New Mexico, Dept of Information
Technology
Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style
Using IP Address: 174.237.9.221
Signed using mobile

Sent: 6/23/2020 4:32:57 PM
Viewed: 6/24/2020 8:01:20 AM
Signed: 6/24/2020 8:01:49 AM

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Accepted: 6/9/2020 9:40:24 AM
ID: 49b61156-7d5b-4f7d-b0ed-15b47a6ca8a1

Deborah K Romero
debbie.romero@state.nm.us
State of New Mexico, Dept of Information
Technology
Security Level: Email, Account Authentication
(None)

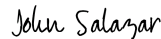


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Using IP Address: 75.161.116.252

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Signed: 6/24/2020 8:29:54 AM

Electronic Record and Signature Disclosure:
Accepted: 6/16/2020 7:55:01 AM
ID: cb7adabe-0ec7-452c-a870-6681cd25d77a

John Salazar
JohnL.Salazar@state.nm.us
State of New Mexico, Dept of Information
Technology
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 164.64.125.192

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Viewed: 6/26/2020 12:06:16 PM
Signed: 6/26/2020 12:06:44 PM

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Accepted: 6/22/2020 5:35:13 PM
ID: 4ef0a9ac-f840-4ae4-889b-e33e6422a8bb

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Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 12:06:50 PM Viewed: 6/26/2020 12:07:59 PM Signed: 6/26/2020 12:08:43 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Vanessa LeBlanc Vanessa.LeBlanc@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Using IP Address: 174.56.0.198	Sent: 6/23/2020 12:12:54 PM Viewed: 6/23/2020 12:24:51 PM Completed: 6/26/2020 12:08:43 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/26/2020 12:07:59 PM
Completed	Security Checked	6/26/2020 12:08:43 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.