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State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000146136
Voice Products, Inc.
8555 E. 32nd St. N
Wichita, KS 67226-2611

Contact: Stuart G. Peters
Email: speters@voiceproducts.com
Telephone No.: (316) 616-1111

Price Agreement Number**:** **00-00000-19-00027AD**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

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

Invoice:
As Requested

Procurement Specialist**:** **Vanessa LeBlanc** VL

Telephone No**.:** **(505) 827-0266**

Email**:** **Vanessa.LeBlanc@state.nm.us**

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

Term**:** 5/27/2020 **through** 5/27/2025

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. 00-00000-19-00027AD

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 **Voice Products, 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.

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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.

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19. "Enhancement" mens 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.

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24. "Fully Certified Reseller" means an entity known as a reseller that is certified and authorized by he 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

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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"). Intellectual Property that Contractor creates during the course of Contractor's performance of work hereunder will be deemed work made for hire ("Work Made for Hire"). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Together, any and all combinations of Procuring Agency's Pre-Owned IP and Work Made for Hire shall comprise "Agency 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.

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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 work made for hire 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.

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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. Third Party Software is listed in Section 3 of Exhibit B, attached hereto.
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.

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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 RFP 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" means NG-911 Professional Services, see Appendix H.

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.

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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. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, license to use, modify, and copy the Spectrum NG9-1-1 Release 2.7 and Spectrum NG9-1-1 Toolkit Release 2.7 Software and any and all updates, corrections and revisions as stated in Article 2 and the SOW for the term of this Agreement.

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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.

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 of the Software, the Source Code and other 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 or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
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 of 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

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(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, less the retainage, if any, stated in Article 3(D), above. 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

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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.

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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

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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. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
3. 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;
4. 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;
5. 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;
6. 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;
7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or 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);
8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above.
9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency and the third party with respect

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to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

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.

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ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Procuring Agency IP shall solely belong and inure to Procuring Agency for Procuring Agency's sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency's prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s). Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency's and/or the State's continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

A. Intellectual Property License. Contractor will list Contractor's Pre-Owned IP related to this Agreement ("Related Pre-Owned IP"), as well as Contractor's Pre-Owned IP that does not concern this Project ("Unrelated Pre-Owned IP"), on Exhibit "B" attached hereto. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Pre-Owned IP. However, in the event Contractor fails to list any portion of Contractor's Related Pre-Owned IP or misstates Contractor's Related Pre-Owned IP as Unrelated Pre-Owned IP in Exhibit B, Contractor hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all of the unstated or misstated portion(s) of Contractor's Pre-Owned IP.

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B. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:

1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency's receipt of an Infringement Claim;
2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).

C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:

1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

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,

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Contractor's official published specification(s) and 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:

- Stuart Peters, Vice President of Voice Products Inc.
  Phone: (316) 616-1111 Email: speters@voiceproducts.com
- Derek Alvarez, Channel Manager WestTel
  Phone: (303) 695-5000, x-108 Email: derek.alvarez@westtel.com
- Anne DeGraff, Project Manager WestTel
  Phone: (303) 695-5000, x-107 Email: anne.degraff@westtel.com
- Ken Tweedy, General Manager WestTel
  Phone: (303) 695-5000, x-102 Email: ken.tweedy@westtel.com
- Jason Peters, Field Services Technician WestTel Certified
- John Osmon, Field Services Technician WestTel Certified
- Matt Nichols, 911 Engineering WestTel
- Robin Erkkila, Product and Operations WestTel
- Bob McCarthy, Software Engineering and Routing WestTel

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

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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;

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(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 fully 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 Contactor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available 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

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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 - LIABILITY

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

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.

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. The subcontractor under this Agreement shall be:

- WestTel International, LLC

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 subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep

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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

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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.

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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
Stuart G. Peters, Vice President
Voice Products, Inc.
E-mail: speters@voiceproducts.com
Phone: (316) 616-1111
8555 E. 32nd St. N.
Wichita, KS 67226

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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.

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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 and Software Escrow 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;

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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 will meet current industry standards and will remain current with industry standards during the term of this Agreement to include 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.

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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 C 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 <u>each</u> PSAP as listed in Appendix G of this Agreement.

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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 Agreements (EULA) for Software:** If there is language in the license agreements' 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 C of this Agreement.

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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: 5/26/2020
Deborah Romero, Cabinet Secretary Designate
Department of Finance and Administration

By: Stuart Peters Date: 5/26/2020
Stuart G. Peters, Vice President
Voice Products, Inc.

By: Joseph Baros Date: 5/26/2020
Joseph Baros, Chief Information Officer
Department of Finance and Administration

Approved for legal sufficiency:

By: Andrew Baranowski Date: 5/26/2020
Andrew Baranowski, General Counsel
Department of Finance and Administration

Approved for financial sufficiency:

By: Elena Date: 5/26/2020
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: 03-525062-00-3

By: Anna Marie Lucero Date: 5/26/2020
Taxation & Revenue Department

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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: 5/27/2020
John Salazar, Cabinet Secretary Designate and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: Valerie Paulk Date: 5/27/2020
Purchasing Agent
for the State of New Mexico

X This contract was signed on behalf of the State Purchasing Agent

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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:

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

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APPENDIX E: NG-911 PRE AND POST SYSTEM TRAINING FOR END-USERS AND TECHNICAL USERS

The Offeror must describe its initial on-site pre and post system acceptance training for its proposed NG-911 system(s) for end-users and the technical users that will be included as part of any system purchase price by submitting Appendix E. The proposed pre and post system acceptance training must meet the minimum requirements listed above in item 8 and include the following information:

Course Name	Description	# of hours before system acceptance (min of 4)	# of hours after system acceptance (min of 4)	Minimum Class Size	Maximum Class Size	Type of User (End User or Technical User)	PSAP Position Size
User Call Handling Training	PSAP Call handling System User training	4 hours	4 hours	2	10	End User	2-75
Supervisor Call Handling Training	PSAP Call handling System Supervisor training	4 hours	4 hours	2	10	Supervisor	2-75
Administrator Call Handling Training	PSAP Call handling System Supervisor training	4 hours	4 hours	2	10	Administrator	2-75

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NG-911 SYSTEM STANDARD FEATURES

Description of NG-911 System Standard Features		
No.	**Feature**	**Description**
1	Comply with NENA/APCO Next Generation 9-1-1 Public Safety Answering Point Requirements	The WestTel Spectrum NG9-1-1 Solution complies with NENA/APCO Next Generation 9-1-1 Public Safety Answering Point Requirements, NENA/APCO-REQ-001.1.2-2018.
2	Comply with NENA E9-1-1 PSAP Equipment Standards	The WestTel Spectrum NG9-1-1 Solution complies with Comply with NENA E9-1-1 PSAP Equipment Standards, NENA-STA-027.3-2018 (Originally 04-001)
3	Comply with NENA Recommended Generic Standards for E9-1-1 PSAP Intelligent Workstations	The WestTel Spectrum NG9-1-1 Solution complies with Comply with NENA Recommended Generic Standards for E9-1-1 PSAP Intelligent Workstations, NENA-STA-028.2-2018 (originally NENA 04-004)
4	i3 PSAP - Terminating ESInet Architecture	The Emergency Services IP network (ESInet), as defined by NENA, is the foundation upon which the WestTel Spectrum NG9-1-1 i3 PSAP is implemented. The Functional Elements (FEs) that form the WestTel Spectrum NG9-1-1 solution are interconnected, and communicate, via the terminating ESInet. The WestTel Spectrum NG9-1-1 Solution is an i3 PSAP with an architecture that consists of the FEs described, their interfaces, and the ESInet to which they are connected. This architecture supports multimedia, enabling communication with callers via voice, video, and text-based methods, as well as non-human-initiated communication with devices. The architecture allows for the solution to be collocated, and also for the concept of the "virtual PSAP", i.e. a PSAP where personnel and the FEs do not have to be collocated.
5	Scalable Architecture - Single Site Emergency Call Center to Multi-Tenant Enterprise System	The WestTel Spectrum NG9-1-1 solution is scalable, deployable over a spectrum of solutions from a single site, 2 position PSAP or Emergency Call Center (ECC) to a hosted (on premise or cloud based), enterprise solution supporting multiple PSAPs or ECCs (i.e. multi-tenant). This allows each agency, PSAP, or ECC to have its own policies, configuration control, and security.
6	Redundant Architecture	All redundant components of the WestTel Spectrum NG9-1-1 Solution provide redundancy automatically, without human intervention.
7	Redundant Network Infrastructure	The WestTel Spectrum NG9-1-1 Solution has a unified, redundant, physical, secure network infrastructure with any network integration of separate networks accomplished logically in network devices. Best practices in network management dictate centralized network management. The system provides 99.999% overall availability with no unscheduled complete system downtime.
8	Policy Routing Function - Extensive Dial Plan Capabilities	For every PSAP or ECC in the system, a call is routed to one of several destinations. These destinations can be an

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		endpoint in a PSAP or ECC (such as one of several different agency dispatchers), outside the PSAP or ECC (one of several other agencies or destinations) or a combination.
9	Emergency Services Routing Proxy (ESRP) Integration	The WestTel Spectrum NG9-1-1 uses its own terminating ESRP or a serving NextGen Core Services (NGCS) ESRP when making a call to another agency or transferring or conferencing an existing call outside of the PSAP. The Solution determines the intended destination of the call or transfer request, for example using the ECRF for service-and-location based routing or the Agency Locator for name-based routing, and the Call Handling FE forwards the call to wherever that routing mechanism determines, which would normally be an ESRP. The ESRP will route the call, possibly through one or more intermediate ESRPs to the terminating ESRP of the ultimate destination. For example a PSAP sends a call to a fire department by querying the ECRF with the location of the incident and an appropriate Service URN such as urn:nena:service:sos.fire.
10	Border Control Function (BCF) Functional Element	The WestTel Spectrum NG9-1-1 Solution uses BCFs as appropriate to interface to external networks and serving ESInets with NGCS and other PSAP networks. The BCF provides a secure entry point into the PSAP from outside networks such as the ESInet. The BCF incorporates firewall and Session Border Controller (SBC) functions, and may include other security functions, including functions designed to recognize and block external attacks on PSAP infrastructure.
11	Administrative PBX Integration (API)	The PSAP or ECC Administrative PBX includes telecommunication equipment that handles processing of administrative, non-emergency telephone communications. This PBX can also be integrated with other systems within the organization in order to provide additional administrative services such as email, instant messaging, voicemail and other non-emergency related processing. The administrative PBX utilizes some of the same core physical elements (including call processing and networking) as the communication equipment supporting NG9-1-1 Solution with the processing of administrative calls not affecting the performance of the emergency services.
12	Management Console	The Management Console supports general management functions for the PSAP and sites, including reporting service status, component state(s), and security status.
13	MIS	Reporting will be part of a comprehensive Management Information System (MIS) that is available to administrators, accessible from PCs not connected to the 9-1-1 call processing network.

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14	Time Synchronization	The WestTel Spectrum NG9-1-1 Solution is capable of synchronization with a network-based master timing source.
15	NG9-1-1 Call Handling	The WestTel Spectrum NG9-1-1 Solution manages all aspects of calls. It handles all communication from the caller. It includes the interfaces, devices and applications utilized by the Telecommunicator Agents to handle the call. It receives and displays the content of multimedia calls such as text and video to the Telecommunicator Agent.
16	SIP Call Messaging/Control & Media Streams	The WestTel Spectrum NG9-1-1 Solution is inherently VoIP capable and interfaces to "virtual" trunks for call handling of 9-1-1 calls delivered via NG standards using SIP and media streams. The most common media stream is RTP for voice audio, and the solution can support MSRP and other media streams, providing a complete NG9-1-1 solution. As it is made available from future network service providers, the system will accept and process calls via a TCP/IP - ESINET that is compliant with the current published NENA i3 NG9-1-1 specifications.
17	SMS Text to 9-1-1	The WestTel Spectrum NG9-1-1 Solution supports industry standard (ATIS J-STD-110) text messaging / SMS services.
18	NG Location	The WestTel Spectrum NG9-1-1 Solution supports processing call location information as delivered in the SIP call header using location objects or location references. We support the Location to Service Translation (LoST) client interface as defined in the LoST subsection of the Interfaces section of industry standards. The WestTel Spectrum NG9-1-1 Solution supports the HELD dereference interface to query applicable LIS or LNG FEs to obtain the current location for a call. The WestTel Spectrum NG9-1-1 Solution supports the SIP Presence Event Package interface to obtain the current location for a call. The WestTel Spectrum NG9-1-1 Solution supports dereferencing the location sent by reference for all calls.
19	Legacy 9-1-1 Call Handling	The WestTel Spectrum NG9-1-1 Solution interfaces with legacy 9-1-1 trunks using standardized interfaces. The solution supports processing calls from legacy selective routers or tandem 9-1-1 switches using legacy analog trunks such as MF-CAMA E9-1-1 trunks.
20	Trunk Interface	The WestTel Spectrum NG9-1-1 Solution supports legacy E9-1-1 trunk interfaces that control a Central Office link carrying ANI. The trunk interface decodes MF tones presented with various protocols and then send the corresponding ANI to the telecommunicator agent position handling the emergency call.
21	Trunk Interface - MF CAMA Interface	The WestTel Spectrum NG9-1-1 Solution supports MF-CAMA based legacy trunk interfaces, and this is the most

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		common interface for legacy E9-1-1 call processing in your Local Exchange Carrier (LEC) footprint. WestTel has extensive experience integrating MF-CAMA E9-1-1 trunks into our NG9-1-1 solution, converting the analog traffic to VoIP.
22	Automatic Location Information (ALI) Interface	The WestTel Spectrum NG9-1-1 Solution interfaces to legacy ALI databases in order to request ALI information associated with the number received with a 9-1-1 call. To request ALI, a text-based message is sent from the solution and a text-based message is returned from the ALI database. Messages are exchanged between the PSAP and the ALI database via two tightly coupled, redundant ALI links, each link being connected to a dedicated ALI host provided by the LEC. The communication links are typically private leased line four-wire circuits with asynchronous modems or via dedicated packet switched data networks using communication protocols such as X.25 to provide higher throughput. The WestTel Spectrum NG9-1-1 Solution supports the NENA and LEC ALI standards and all functionality as specified in standard and specification documents.
23	Stand Alone ALI (SALI) Interface	The WestTel Spectrum NG9-1-1 Solution interfaces to SALI databases, if needed.
24	Multiple ALI	The WestTel Spectrum NG9-1-1 Solution is capable to interface to multiple ALI sources if needed. Some implementations require interfacing to multiple LEC sources as well as a LEC ALI database and a SALI.
25	NG9-1-1 Intelligent Workstation	The Spectrum NG9-1-1 Call Taking positions are an integrated workstation consisting of a purpose-built telephone device and integrated software, allowing for intuitive call processing. 9-1-1 call processing is conducted on a WestTel Spectrum Position purpose-built telephone device such that any failures of the PC workstations (i.e., failures due to operating system updates, driver updates, or virus issues) do not prevent the answering of 9-1-1 calls. The WestTel Spectrum Position includes an intelligent client application that can be co-located with other applications, providing the telecommunicator agent with an intuitive, easy to use interface. Telecommunicator Agent users have a unique single login throughout the system, and authenticate with a managed password.
26	Intelligent Workstation - Computer Aided Dispatch (CAD) Interface	In addition to the traditional CAD interface, the WestTel Spectrum NG9-1-1 position Intelligent Workstations can provide a greater degree of interfacing or integration. The physical, electrical and protocols are as described in NENA-STA-027 NENA E9-1-1 PSAP Equipment Standards. In addition, it can also be through new protocols, or internal messages through the operating system or applications.

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		All Location/ALI responses and data are be sent to the CAD and Mapping interfaces.
27	Intelligent Workstation - CAD/PSAP Toolkit Co-Location	The WestTel Spectrum Position includes an intelligent client application that can be co-located with Computer Aided Dispatch (CAD) application(s), providing the telecommunicator agent with an intuitive, easy to use interface.
28	Intelligent Workstation - Single Keyboard and Mouse	The WestTel Spectrum Position has a dialpad in the application and on the phone set - this is an interface to 1A2 key telephones system as described in NENA-STA-027 NENA E9-1-1 PSAP Equipment Standards.
29	9-1-1 Call Processing	The WestTel Spectrum NG9-1-1 Solution system has the ability to process ANI/ALI records for each 9-1-1 call.
30	Call Processing - ACD-Call Queues	The WestTel Spectrum NG9-1-1 Solution includes optional Automatic Call Distribution function and Call Queues that can be used to distribute calls to appropriate Telecommunicator Agent Positions.
31	Call Processing - SIP Busy Response	When the WestTel Spectrum NG9-1-1 Solution receives a call request and all Telecommunicator Agent Positions are busy or in use, the solution can respond with a “486 busy here” indication. The Solution can invoke alternative call treatment based upon configurable procedures and policies.
32	Call Processing - Abandoned Calls	The WestTel Spectrum NG9-1-1 Solution detects call abandonment, and provides information on abandoned, “hang-up”, or silent calls with location and call-back information. Telecommunicator Agents are be alerted, both visually and with a distinct tone, that a call was abandoned. The Telecommunicator Agent can call-back an abandoned call with a single action, clearing the abandoned call and creating a new callback record.
33	Call Processing - Additional Data	The WestTel Spectrum NG9-1-1 Solution processes additional data about a call, caller or location. This is accomplished by retrieving data using the processes described in the Additional Data Repository (ADR) industry standards, including the dereference interface.
34	Call Processing - LoST Interface	The WestTel Spectrum NG9-1-1 Solution supports the Location to Service Translation (LoST) client interface as defined in the LoST subsection of the Interfaces section of industry standards.
35	Call Processing - HELD Interface	The WestTel Spectrum NG9-1-1 Solution supports the HELD dereference interface to query applicable LIS or LNG FEs to obtain the current location for a call.
36	Call Processing - SIP Presence	The WestTel Spectrum NG9-1-1 Solution supports the SIP Presence Event Package interface to obtain the current location for a call.
37	Call Processing - Location Dereference	The WestTel Spectrum NG9-1-1 Solution supports dereferencing the location sent by reference for all calls.
38	Call Processing - Call Barge and Monitoring	The WestTel Spectrum NG9-1-1 Solution supports an authorized agent to barge into the call, and monitor connected calls.

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39	Call Processing - Button Interface	The WestTel Spectrum NG9-1-1 Solution includes easy to use, intuitive, configurable buttons to provide telecommunicator agents with quick access to most functions. For example, there are transfer buttons using star code on both the telephone and the integrated application.
40	Call Control Function - Answer	The WestTel Spectrum Position provides for multiple ways for a telecommunicator agent to answer calls. The position provides both audible and visual methods to notify telecommunicator agents of an incoming call. Incoming 9-1-1 calls will have a distinctive audible sound so as to differentiate them from incoming administrative/non-emergency calls.
41	Call Control Function - Dial	The WestTel Spectrum Position provides for multiple ways to dial a call including a 1A2 Key Telephone System Interface.
42	Call Control Function - Hold	The WestTel Spectrum Position provides for multiple ways to place an active call on hold, and allow for other telecommunicator agents to retrieve holding calls.
43	Call Control Function - Park	The WestTel Spectrum Position provides for the ability to place a call in a parking lot that may be integrated with an enterprise system PBX phone system, allowing other, non-9-1-1 telecommunicator agents to retrieve a parked call.
44	Call Control Function - Re-Dial	The WestTel Spectrum Position provides for telecommunicator agents to quickly re-dial a call using a single action in the application or the phone set.
45	Call Control Function - Release (Hang-Up)	The WestTel Spectrum Position provides for multiple ways for a telecommunicator agent to release, or hang-up calls.
46	Call Control Function - NG9-1-1 Transfers	The WestTel Spectrum Position provides the ability to support NG9-1-1 transfers via SIP URI.
47	Call Control Function - 9-1-1 Transfer (Tandem)	The WestTel Spectrum Position provides the ability for telecommunicator agents to selectively transfer calls to any other PSAP on the same 9-1-1 network (tandem office transfers).
48	Call Control Function - Blind Transfer	The blind transfer option immediately disconnects the Call-Taker from the call, rings the third party, and transfers the caller to the ringing third party.
49	Call Control Function - Attended Transfer	The attended transfer option puts the caller on hold while the Call-Taker “attends” to connect with the third party. Once the Call-Taker connects with the third party, the Call-Taker then takes the caller off hold to rejoin the call.
50	Call Control Function - Conference (Transfer)	The conference transfer option keeps the caller on the line while the Call-Taker connects with the third party. Once connected with the third party, all three parties will be in a “conference call.”
51	Call Control Function - Cancel Transfer	The WestTel Spectrum Position provides the ability for the telecommunicator agent to cancel transfer functions with a single action/click of a button.

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52	Call Control Function - Line Status	The WestTel Spectrum Position includes a display of lines, including their status (i.e. connected, holding, etc.).
53	Call Control Function - Hook Flash	The WestTel Spectrum Position provides the capability for a telecommunicator to transmit a hookflash on a trunk or virtual trunk using standardized protocols
54	Call Control Function - Direct Trunk/Line Access	The WestTel Spectrum Position provides telecommunicator users the ability to select a particular line presentation on which to make a call, if needed.
55	Call Control Function - Automatic Trunk/Line Access	The WestTel Spectrum Position provides telecommunicator users with a simple to use, default user experience of automatically selecting the appropriate telephony resource (trunk or virtual trunk) to use for placing a call or conducting a transfer.
56	Instant Recall Recorder (IRR)	Telecommunicator agents at each position are provided with instant recall recorder (IRR) function to quickly playback recent recordings of 9-1-1 calls. The time-frame for providing access to calls with the instant recall recorder is configurable and the minimum duration that calls are accessible is 24 hours.
57	Logging Recorder Trunk Side Integration	The WestTel Spectrum NG9-1-1 Solution supports legacy analog logging interfaces and NG9-1-1 digital logging interfaces.
58	Logging Recorder Position Side Integration	The WestTel Spectrum NG9-1-1 Solution supports legacy analog logging interfaces and NG9-1-1 digital logging interfaces for position side recordings.
59	Printer Integration	The WestTel Spectrum Position provides telecommunicator users with the ability to print CDR, on-demand ALI, MIS reports, etc.
60	ALI Display	The WestTel Spectrum NG9-1-1 Position Application displays ALI information. ALI provides street address, and/or geodetic information as well as dispatch information associated with the ANI to be displayed at the answering PSAP. Telecommunicator Agents have the capability to rebid, or request ALI updates as needed with a single action (click of a button). Positions that do not have call control will have the ability to rebid an active mobile, wireless call.
61	Automatic ALI Rebid	The WestTel Spectrum NG9-1-1 solution provides automatic ALI rebid on all Phase 1 (i.e., WRLS & WPH1 classes of service) without losing the original ALI data. The automatic rebids will continue, based on a configurable interval, until a Phase 2 (i.e., WPH2 class of service) is available.
62	Manual ALI Request	When ALI is available, the WestTel Spectrum NG9-1-1 Solution supports manual (reverse) ALI queries, based on a user's permissions. All manual (reverse) ALI queries must are logged in the system. Manual ALI rebids on all wireless, VoIP, and other calls are provided without losing the original ALI data.

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63	Radio/Telephone Headset Interface	NENA-STA-027 NENA E9-1-1 PSAP Equipment Standards describes all interfaces required for the radio/telephone headset interface. The WestTel Spectrum NG9-1-1 Solution provides this interface. In addition to audio, a dry contact closure is provided that indicates an “off hook” condition is for each position.
64	Monitoring and Alarming	The WestTel Spectrum NG9-1-1 Solution has a comprehensive monitoring system, generating alarms as configured to notify target recipients of warnings, issues, and any component failures.
65	PSAP Alarms	The WestTel Spectrum NG9-1-1 Solution alarming follows best practice tiered severity level methodology, to include hardware, software, server services, and overall system health and security.
66	Power Alarms	The WestTel Spectrum NG9-1-1 Solution monitors the Uninterruptible Power Supplies (UPS) and alarms when configurable thresholds are reached.
67	ANI NG9-1-1 PBX Alarm	The WestTel Spectrum NG9-1-1 Solution monitors the PBX soft switches and alarms when configurable threasholds are reached.
68	ALI Alarm	The WestTel Spectrum NG9-1-1 Solution monitors the services and processing and alarms when configurable threasholds are reached.
69	Telephone Set Alarm	The WestTel Spectrum NG9-1-1 Solution monitors the telephone endpoints/phone sets and alarms when configurable thresholds are reached.
70	Workstation/Position Alarm	The WestTel Spectrum NG9-1-1 Solution monitors the position applications and alarms when configurable thresholds are reached.
71	Network Alarms	The WestTel Spectrum NG9-1-1 Solution monitors the network components and the overall health of the ESInet and alarms when configurable thresholds are reached.
72	Pre-Recorded Greetings	The WestTeo Spectrum NG9-1-1 Solution includes the capability to create and play pre-recorded greetings when incoming calls are processed.
73	TDD/TTY Call Processing	The WestTel Spectrum NG9-1-1 Solution supports all ADA laws with integrated TDD/TTY features at each call-taking position. TDD/TTY calls have the same level of functionality as voice calls.
74	TDD/TTY IM Interface	The WestTel Spectrum NG9-1-1 Solution has an intuitive, easy to use Instant Messaging (IM) type user interface for telecommunicator agents that is automatically displayed when baudot tones are detected. The user interface allows telecommunicator users to create ad-hoc messages.
75	TDD/TTY Pre-programmed messages	The WestTel Spectrum NG9-1-1 Solution TDD/TTY interface supports the creation and use of pre-programmed messages.
76	Remote Maintenance	The WestTel Spectrum NG9-1-1 Solution is designed and implemented to be maintained remotely per industry

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		standards and specifications as well as reducing maintenance costs.
77	Redundancy - Hardware	The WestTel Spectrum NG9-1-1 Solution is designed and implemented with all hardware redundant at the component level. Some hardware is also redundant at the sub-component level, such as the IP PoE Switches include redundant power supplies.
78	Redundancy - Software	The WestTel Spectrum NG9-1-1 Solution is designed and implemented with all software services running in a highly avaialbe, redundant architecture.
79	Redundancy - Power	The WestTel Spectrum NG9-1-1 Solution can include Dual UPS, providing redundant power sources for components.
80	Resiliency - Auto Restart	The WestTel Spectrum NG9-1-1 Solution is designed and implemented with auto restart capabilities such that recovery after catastrophic power outages is automatic, providing maximum resiliency.
81	Backups	The WestTel Spectrum NG9-1-1 Solution is backed up at least once every 24 hours, including all system data and system configurations.
82	Support and Maintenance	The WestTel support program for the Spectrum 9-1-1 Solution called Spectrum 360° Support and Maintenance. Differentiating WestTel from its competitors, Spectrum 360° Support and Maintenance provides a full system warranty on all hardware and software elements for the full duration of the support agreement.
83	Spectrum 360° Support and Maintenance	ALL hardware support & maintenance ALL software upgrades Automated monitoring Continuous system rejuvenation Phone Sets All Rack Equipment LAN Components Integration Links 24x7x365 support helpdesk
84	Support Technicians	WestTel Spectrum NG9-1-1 Solution employees and contractors who provide service and support will have proper training, certifications, and supervision to ensure that manufacturer guidelines are followed.

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APPENDIX G: NG-911 SYSTEM(S) AND RELATED HARDWARE AND SOFTWARE REPAIR RESPONSE TIMES

The Offeror must provide its proposed repair response times (in hours) not to exceed the mandatory response time requirements defined in the Failure Prioritization Schedule found in Section I Paragraph E. Definition of Terminology, for warranty and maintenance support for each PSAP by completing and submitting Appendix G, "NG-911 System(s) and Related Hardware and Software Repair Response Times" to include the following:

a. Response time for major failures not to exceed 4 hours;
b. Response time for minor failures not to exceed 24 hours;
c. Physical location of certified technicians (city and state); and
d. Number of technicians

No.	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	4	24	Albuquerque	NM	2
2	Regional Emergency Dispatch Authority (REDA) in Artesia	4	24	Albuquerque	NM	2
3	Bernalillo County Emergency Communications	4	24	Albuquerque	NM	2
4	Carlsbad Police Department	4	24	Albuquerque	NM	2
5	Catron County Sheriff's Office	4	24	Albuquerque	NM	2
6	Cibola County Regional Communications Center	4	24	Albuquerque	NM	2
7	Clayton Police Department	4	24	Albuquerque	NM	2
8	Clovis Police Department	4	24	Albuquerque	NM	2
9	De Baca County Regional Emergency Communications Center	4	24	Albuquerque	NM	2
10	DPS District 2 Las Vegas	4	24	Albuquerque	NM	2
11	DPS District 4 Las Cruces	4	24	Albuquerque	NM	2

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12	DPS District 5 Albuquerque	4	24	Albuquerque	NM	2
13	Espanola/Rio Arriba E-911 Center	4	24	Albuquerque	NM	2
14	Grant County Regional Dispatch Authority	4	24	Albuquerque	NM	2
15	Hidalgo County Regional Emergency Communications Center	4	24	Albuquerque	NM	2
16	Isleta Police Department	4	24	Albuquerque	NM	2
17	Jicarilla Police Department	4	24	Albuquerque	NM	2
18	Las Vegas Police Department	4	24	Albuquerque	NM	2
19	Lea County Communication Authority	4	24	Albuquerque	NM	2
20	Lincoln County Sheriff's Office	4	24	Albuquerque	NM	2
21	Los Alamos Police Department	4	24	Albuquerque	NM	2
22	Luna County Central Dispatch	4	24	Albuquerque	NM	2
23	McKinley County Metropolitan Dispatch Authority	4	24	Albuquerque	NM	2
24	Mescalero Police Department	4	24	Albuquerque	NM	2
25	Mesilla Valley Regional Dispatch Authority	4	24	Albuquerque	NM	2
26	Pecos Valley Regional Communications Center	4	24	Albuquerque	NM	2
27	Portales Communications Center	4	24	Albuquerque	NM	2
28	Tucumcari/Quay County Regional Emergency Communications Center	4	24	Albuquerque	NM	2
29	Raton Police Department	4	24	Albuquerque	NM	2
30	Red River Marshall's Office	4	24	Albuquerque	NM	2
31	Ruidoso Police Department	4	24	Albuquerque	NM	2

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32	Sandoval County Regional Emergency Communications Center	4	24	Albuquerque	NM	2
33	Santa Fe Regional Emergency Communications Center	4	24	Albuquerque	NM	2
34	Guadalupe County Communications Center	4	24	Albuquerque	NM	2
35	Sierra County Regional Dispatch Authority	4	24	Albuquerque	NM	2
36	San Juan County Communications Authority	4	24	Albuquerque	NM	2
37	Socorro Police Department	4	24	Albuquerque	NM	2
38	Taos Central Dispatch	4	24	Albuquerque	NM	2
39	Torrance County Central Dispatch	4	24	Albuquerque	NM	2
40	Valencia County Regional Emergency Communications Center	4	24	Albuquerque	NM	2
41	Zuni Police Department	4	24	Albuquerque	NM	2

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MANDATORY COST SPECIFICATIONS

APPENDIX H: NG-911 PROFESSIONAL SERVICES COST RESPONSE FORM

No.	Professional Service Title	Professional Service Description	Onsite Maximum Hourly Rate	Offsite Maximum Hourly Rate
1.	**Title: Technical Support**	Technical Field Services		
A	Level One		$190	$75
B	Level Two		$220	$105
C	Level Three		$250	$135
2.	**Title: Systems Engineer**	Systems Support - Analytics		
A	Level One		$210	$100
B	Level Two		$240	$120
C	Level Three		$275	$140
3.	**Title:**			
A	Level One		$	$
B	Level Two		$	$
C	Level Three		$	$
4.	**Title:**			
A	Level One		$	$
B	Level Two		$	$
C	Level Three		$	$

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

Level One means a qualified professional that has less than five (5) years of relevant experience.

Level Two mean a qualified professional that has five (5) to ten (10) years of relevant experience.

Level Three means a qualified professional that has greater than ten (10) years of relevant experience

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APPENDIX I: NG-911 SYSTEM(S) BY PSAP POSITION SIZE COST RESPONSE FORM

Manufacturer:	WestTel International
System Name:	Spectrum NG9-1-1
MapServer:	

PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Cost Including Hardware, Software, Software Subscription and All Related Services/Labor for the One (1) Year Warranty Period
2 Positions	5	5	1	$98,250
3 Positions	5	5	1	$113,250
4 Positions	5	5	1	$128,250
5 Positions	5	5	1	$143,250
6 Positions	6	6	1	$158,250
7 Positions	6	6	1	$173,250
8 Positions	7	7	1	$188,250
9 Positions	7	7	1	$203,250
10 Positions	7	7	1	$218,250
11 Positions	8	8	1	$233,250
12 Positions	8	8	1	$248,250
13 Positions	8	8	1	$263,250
14 Positions	8	8	1	$288,750
15 Positions	9	9	1	$303,750
16 Positions	10	10	1	$318,750
17 Positions	10	10	1	$333,750
18 Positions	10	10	1	$348,750
19 Positions	10	10	1	$363,750
20 Positions	10	10	1	$378,750
21 Positions	10	10	1	$393,750
22 Positions	12	12	1	$408,750
23 Positions	12	12	1	$423,750
24 Positions	12	12	1	$438,750
25 Positions	12	12	1	$453,750
26 Positions	12	12	1	$468,750
27 Positions	12	12	1	$483,750
28 Positions	12	12	1	$498,750
29 Positions	14	14	1	$513,750
30 Positions	14	14	1	$528,750
31 Positions	14	14	1	$543,750
32 Positions	14	14	1	$558,750
33 Positions	14	14	1	$573,750
34 Positions	14	14	1	$588,750
35 Positions	18	18	1	$614,250
36 Positions	18	18	1	$629,250
37 Positions	18	18	1	$644,250
38 Positions	18	18	1	$659,250
39 Positions	18	18	1	$674,250
40 Positions	18	18	1	$689,250
41 Positions	18	18	1	$704,250

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42 Positions	20	20	1	$719,250
43 Positions	20	20	1	$734,250
44 Positions	20	20	1	$749,250
45 Positions	20	20	1	$764,250
46 Positions	20	20	1	$779,250
47 Positions	20	20	1	$794,250
48 Positions	22	22	1	$809,250
49 Positions	22	22	1	$824,250
50 Positions	22	22	1	$839,250
51 Positions	23	23	1	$854,250
52 Positions	23	23	1	$869,250
53 Positions	23	23	1	$884,250
54 Positions	23	23	1	$899,250
55 Positions	24	24	1	$914,250
56 Positions	24	24	1	$929,250
57 Positions	24	24	1	$944,250
58 Positions	24	24	1	$959,250
59 Positions	24	24	1	$974,250
60 Positions	26	26	1	$989,250
61 Positions	26	26	1	$1,006,250
62 Positions	26	26	1	$1,021,250
63 Positions	26	26	1	$1,036,250
64 Positions	26	26	1	$1,051,250
65 Positions	28	28	1	$1,066,250
66 Positions	28	28	1	$1,081,250
67 Positions	28	28	1	$1,096,250
68 Positions	28	28	1	$1,111,250
69 Positions	28	28	1	$1,126,250
70 Positions	30	30	1	$1,141,250
71 Positions	30	30	1	$1,156,250
72 Positions	30	30	1	$1,171,250
73 Positions	30	30	1	$1,186,250
74 Positions	30	30	1	$1,201,250
75 Positions	30	30	1	$1,216,250

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APPENDIX J: NG-911 POST WARRANTY MAINTENANCE AND SUPPORT COST RESPONSE FORM

Manufacturer:	WestTel International
System Name:	Spectrum NG9-1-1
MapServer:	

PSAP Position Size	Local Exchange Company (LEC)	Traditional CAMA Trunks	ESInet i3	Maximum Monthly Recurring Cost (MRC) Including Hardware, Software, Software Subscription and any Related Services/Labor	Maximum Annual Software Subscription and any Related Services/Labor
2 Positions	5	5	1	$1,180	$14,160
3 Positions	5	5	1	$1,230	$14,760
4 Positions	5	5	1	$1,380	$16,560
5 Positions	5	5	1	$1,530	$18,360
6 Positions	6	6	1	$1,680	$20,160
7 Positions	6	6	1	$1,830	$21,960
8 Positions	7	7	1	$1,980	$23,760
9 Positions	7	7	1	$2,130	$25,560
10 Positions	7	7	1	$2,280	$27,360
11 Positions	8	8	1	$2,430	$29,160
12 Positions	8	8	1	$2,580	$30,960
13 Positions	8	8	1	$2,730	$32,760
14 Positions	8	8	1	$2,880	$34,560
15 Positions	9	9	1	$3,280	$39,360
16 Positions	10	10	1	$3.430	$41,160
17 Positions	10	10	1	$3,580	$42,960
18 Positions	10	10	1	$3,730	$44,760
19 Positions	10	10	1	$3,880	$46,560
20 Positions	10	10	1	$4,030	$48,360
21 Positions	10	10	1	$4,180	$50,160
22 Positions	12	12	1	$4,330	$51,960
23 Positions	12	12	1	$4,480	$53,760
24 Positions	12	12	1	$4,630	$55,560
25 Positions	12	12	1	$4,780	$57,360
26 Positions	12	12	1	$4,930	$59,160
27 Positions	12	12	1	$5,080	$60,960
28 Positions	12	12	1	$5,230	$62,760
29 Positions	14	14	1	$5,380	$64,560
30 Positions	14	14	1	$5,530	$66,360
31 Positions	14	14	1	$5,680	$68,160
32 Positions	14	14	1	$5,830	$69,960
33 Positions	14	14	1	$5,980	$71,760
34 Positions	14	14	1	$6,130	$73,560
35 Positions	18	18	1	$6,530	$78,360
36 Positions	18	18	1	$6,680	$80,160
37 Positions	18	18	1	$6,830	$81,960
38 Positions	18	18	1	$6,980	$83,760

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39 Positions	18	18	1	$7,130	$85,560
40 Positions	18	18	1	$7,280	$87,360
41 Positions	18	18	1	$7,430	$89,160
42 Positions	18	18	1	$7,580	$90,960
43 Positions	20	20	1	$7,730	$92,760
44 Positions	20	20	1	$7,880	$94,560
45 Positions	20	20	1	$8,030	$96,360
46 Positions	20	20	1	$8,180	$98,160
47 Positions	20	20	1	$8,330	$99,960
48 Positions	20	20	1	$8,480	$101,760
49 Positions	22	22	1	$8,630	$103,560
50 Positions	22	22	1	$8,780	$105,360
51 Positions	22	22	1	$8,930	$107,160
52 Positions	23	23	1	$9,080	$108,960
53 Positions	23	23	1	$9,230	$110,760
54 Positions	23	23	1	$9,380	$112,560
55 Positions	23	23	1	$9,530	$114,360
56 Positions	24	24	1	$9,680	$116,160
57 Positions	24	24	1	$9,830	$117,960
58 Positions	24	24	1	$9,980	$119,760
59 Positions	24	24	1	$10,130	$121,560
60 Positions	24	24	1	$10,630	$127,560
61 Positions	26	26	1	$10,780	$129,360
62 Positions	26	26	1	$10,930	$131,160
63 Positions	26	26	1	$11,080	$132,960
64 Positions	26	26	1	$11,230	$134,760
65 Positions	26	26	1	$11,380	$136,560
66 Positions	28	28	1	$11,530	$138,360
67 Positions	28	28	1	$11,680	$140,160
68 Positions	28	28	1	$11,830	$141,960
69 Positions	28	28	1	$11,980	$143,760
70 Positions	28	28	1	$12,130	$145,560
71 Positions	30	30	1	$12,280	$147,360
72 Positions	30	30	1	$12,430	$149,160
73 Positions	30	30	1	$12,580	$150,960
74 Positions	30	30	1	$12,730	$152,760
75 Positions	30	30	1	$12,880	$154,560

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APPENDIX K: NG-911 FORMAL COURSE TRAINING COST RESPONSE FORM

	Course Name	Type of Course (Webinar, Onsite, Other)	Brief Course Description	Prerequisites, if any	# of Hours	Min and Max Class Size	Special Requests for Equipment, Connectivity, or Other	Single Maximum Cost per Person Including Discounts, Related Travel and any other Related Expenses
1	User Call handling Training	Onsite	PSAP call handling system user training	None	2- 4 hrs	2-10	Wifi connection and Onsite room for Training	1,875 Maximum Cost Per Person ($3,750 Minimum Total)
2	User Call handling Training	Webinar	PSAP call handling system user training	None	1 hrs	2-10	Internet Connection	Included
3	Supervisor Call Handling Training	Onsite	PSAP call handling system supervisor training	None	2- 4 hrs	2-10	Wifi connection and Onsite room for Training	$1,875 Maximum Cost Per Person ($3,750 Minimum Total)
4	Administrator Call Handling Training	Onsite	PSAP call handling system supervisor training	None	2- 4 hrs		Wifi connection and Onsite room for Training	$2,500 Maximum Cost Per Person ($5,000 Minimum Total)

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DESIRABLE COST SPECIFICATIONS

APPENDIX L: NG-911 MSRP CATALOG LISTING BY MANUFACTURER TYPE RESPONSE FORM

	Manufacturer Type	MSRP Catalog URL Link ONLY for Hardware and Software in Support of NG-911 System(s) (*Excluding Services)
1.	No Response	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*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 for NG-911 System(s), Appendix M;
f. Additional Network Interface Options for NG-911 System(s), Appendix N;
g. NG-911 Value Added Optional Services; and
h. Any other service not listed or required.

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APPENDIX M: ADDITIONAL OPTIONS FOR NG-911 SYSTEM(S) COST RESPONSE FORM

Disaster Recovery Options for NG-911 System(s)

Item No.	Description of Features/Capabilities	Maximum Monthly Recurring Cost (MRC) to include any Onetime Cost
1	Disaster Recovery – System Relocation	$10,000 Minimum NRC
2	Disaster Recovery – Offsite Storage – Capacity and Redundancy Expansion	$200 Minimum MRC

Other Additional Options for NG-911 System(s)

Item No.	Description of Features/Capabilities	Maximum Monthly Recurring Cost (MRC) to include any Onetime Cost
1	Position Hardware (Monitor, Computer, Keyboard, etc.)	$240 MRC – Includes NRC

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APPENDIX N: ADDITIONAL NETWORK INTERFACE OPTIONS FOR NG-911 SYSTEM(S) COST RESPONSE FORM

Add-On Network Interface Type	Number of Circuits per Network Interface	Mfr	System Name	Map Server	*Maximum Onetime 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	2 (3)	WestTel	WestTel Spectrum NG9-1-1	n/a	$540 (remote install) $1540 (WTI install) (1)	$15 (2)
Digital DS-1 (T-1) and Primary Interface (PRI)	1 (6)	WestTel	WestTel Spectrum NG9-1-1	n/a	$2630 (remote install) $3630 (WTI install) (4)	$45 (5)
SIP Trunking	1 (9)	WestTel	WestTel Spectrum NG9-1-1	n/a	$5000 (remote install) $6500 (WTI install) (7)	$75 (8)
ESInet i3	2 (12)	WestTel	WestTel Spectrum NG9-1-1	n/a	$11,440 (remote install) $13,440 (WTI install) (10)	$210 (11)
Traditional CAMA Trunks	1	WestTel	WestTel Spectrum NG9-1-1	n/a	$520 (remote install) $1520 (WTI install) (13)	$15 (14)
Lines and trunks for local telephone service for the Local Exchange Company (LEC)	1	WestTel	WestTel Spectrum NG9-1-1	n/a	$520 (remote install) $1520 (WTI install) (15)	$15 (16)

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

Notes:

(1) Includes design, installation, testing, deployment, written acceptance for a redundant Direct IP Connection to support TBD IP media traffic. Does not include media resource costs and connectivity to a media service.

(2) Includes warranty, support and maintenance to the demarcation point.

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(3) Includes optional redundant IP connectivity to demarcation point.
(4) Includes design, installation, testing, deployment, written acceptance for a redundant Direct IP Connection to support TBD IP media traffic. Does not include media resource costs and connectivity to a media service.
(5) Includes warranty, support and maintenance to the demarcation point.
(6) Includes 1 port as a demarcation point to a T1 and/or PRI telephony resource.
(7) Includes design, installation, testing, deployment, written acceptance for a peer-to-peer SIP trunk Connection to support NG9-1-1 PBX to Admin IP PBX Connectivity. Does not include media resource costs and connectivity to a media service.
(8) Includes warranty, support and maintenance to the demarcation point.
(9) Includes one peer-to-peer SIP trunk connection to Admin IP PBX demarcation point. Optional Redundant physical connection included.
(10) Includes design, installation, testing, deployment, written acceptance for redundant SBF (SBCs) and IP trunk Connection to support NG9-1-1 call routing from NGCS (ESRP). Does not include ESInet resource costs and connectivity.
(11) Includes warranty, support and maintenance to the demarcation point.
(12) Includes redundant IP connectivity to demarcation point.
(13) Includes design, installation, testing, deployment, written acceptance for a single legacy CAMA trunk interface for E9-1-1 call routing. Does not include CAMA Trunk Costs.
(14) Includes warranty, support and maintenance to the demarcation point.
(15) Includes design, installation, testing, deployment, written acceptance for a single analog POTS/PSTN trunk interface for admin call routing. Does not include POTS/PSTN Trunk Costs.
(16) Includes warranty, support and maintenance to the demarcation point.

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EXHIBIT B – CONTRACTOR'S PRE-OWNED IP AND THIRD PARTY SOFTWARE

(If none of the following apply, please respond with the word "None.")

1. Contractor's Related Pre-Owned IP, licensed patents, COTS or other IP: None.

2. Contractor's Unrelated Pre-Owned IP: None.

3. Third Party Software and Other Intellectual Property: None.

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EXHIBIT C – CONTRACTOR'S SERVICE LEVEL AGREEMENT (SLA) AND END-USER LICENSE AGREEMENT (EULA)

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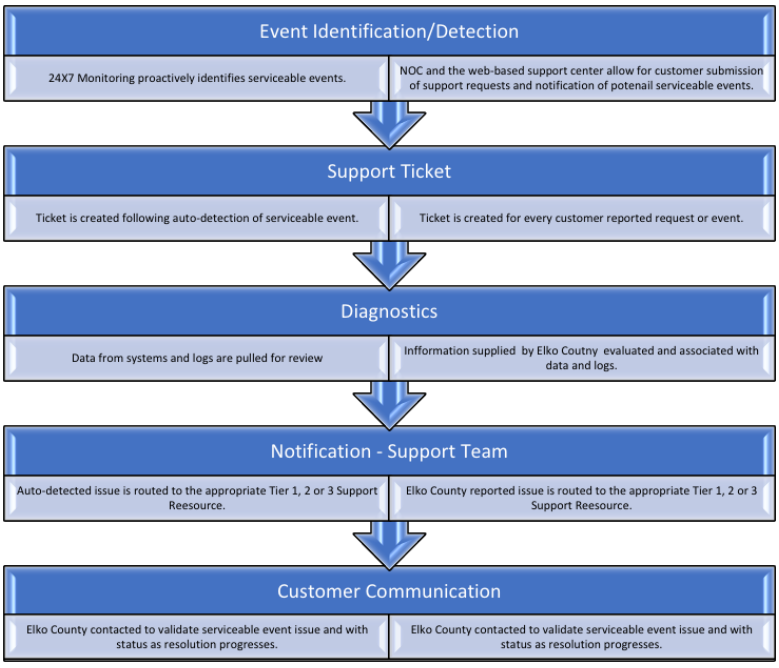
SERVICE LEVEL AGREEMENT (SLA) FOR WARRANTY PERIOD AND POST WARRANTY MAINTENANCE AND SUPPORT

The Offeror must submit its service level agreement (SLA) for its proposed NG-911 systems and related hardware, software, and services in this section. 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. URL links will be allowed in the Offeror's response for this requirement.

The Voice Products Customer Service Plan ensures the continuity of operations and regular/routine maintenance. The goal of the Customer Service Plan is to ensure increasingly better service through the real-time adoption of process improvements and supporting technologies that focus on timeliness, accuracy and responsiveness.

The Customer Service Plan incorporates a support request system, reporting, diagnostics, analytics and communication tools. Voice Products Inc./WestTel International are committed to providing a quality customer experience through continuous improvement of service delivery across all process steps and elements. The following outlines the general process steps associated with any serviceable event:



Enhance Customer Communications

Voice Products will partner with New Mexico to identify key personnel and resources which must be kept aware of all service and maintenance activities. These individuals may include:

- Dispatchers
- Shift Supervisors
- Comm Center Director
- Police Department Resources

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- Sheriff's Office Resources

Low awareness of service and maintenance activities has been identified as a recurring issue within public safety communications. As a result, this list of key personnel and resources will be updated regularly and all parties on the list are typically notified of planned serviceable events. The method of notification will be determined in conjunction with the jurisdictions.

Scheduling Routine/Regular Maintenance - Serviceable Events

Voice Products understands the Public Safety Maintenance windows and associated notification processes. As a standard, maintenance and service events are planned for Monday through Thursday between the hours of 11 PM and 5 AM local time. However, Voice Products will work with the New Mexico PSAPs to define the Public Safety Maintenance Window that is most appropriate – based on PSAP operations. Voice Products will work with New Mexico to review the following types of information to determine the most appropriate scheduling for all serviceable events. The types of information include:

- Busy hour calculations
- Busy day calculations
- Local planned and special events
- Local planned Police Department and Sheriff's Office events
- PSAP resources
- Weather

Voice Products Operations Staff will make advance notification of planned maintenance work to the PSAPs. Notification will depend on the event type and will occur a minimum of 7 days in advance for all core hardware replacement events and a minimum of 48 hours in advance for all general serviceable events. Notification will occur via email and other formats, as agreed.

Voice Products Operations Staff will confirm receipt of notification and approval of the day and time for the event in advance. In addition, prior to initiation of any event, PSAP personnel will be requested to confirm that call volume is acceptable for a serviceable event and that there are no critical issues under management at that time. Should the serviceable event be critical in nature, the initiation time will be managed with the PSAP to ensure resolution of the critical issue in a timely manner.

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Service Level Criterion

The table below defines Voice Products, Inc./WestTel International standard criteria for the identification of service levels. However, Voice Products will work with New Mexico to define approved service level response times upon award.

Severity Level	General Description	Target Response Timelines	Resolution
Critical	Mission critical functionality is lost rendering the entire system inoperable. Examples: • No Voice • No ALI Data • No ANI • Catastrophic Hardware Failure	Initial response within thirty (30) minutes.	1. Code patch or correction supplied by WestTel, or a workaround that will enable continued operations. 2. If a workaround is supplied, WestTel will continue in good faith efforts to resolve the issue. 3. Hardware components replaced per Service & Maintenance Agreement.
High	Major failure or loss of functionality of components or features of the system, but the system remains operable. Involves major impacts on the system, such as a loss of 50% or more of the call-taking capacity of the system or a loss of a major functionality of the system. Examples: • No ANI • No ALI • Loss of Redundancy	Initial response within one (1) hour.	1. Code patch or correction supplied by WestTel, or a workaround that will enable continued operations. 2. If a workaround is supplied, WestTel will continue in good faith efforts to resolve the issue. 3. Hardware components replaced per Service & Maintenance Agreement.

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Medium	Non-critical system failure that causes performance degradation or system components to malfunction. Involves significant impacts on the system, such as a position not functioning or a loss of less than 50% of call-taking capacity. Examples: • Workstation not functioning • Phone not functioning • Handset not functioning • Loss of certain functionality (transfer, phonebook, spill to CAD)	Addressed during standard hours of operation. Initial response within eight (8) hours.	1. Code patch or correction will be added to the next regular update or maintenance release. 2. If WestTel is unable to supply a patch or correction in the next release using commercially reasonable efforts, WestTel will supply a workaround to the end user. WestTel will continue in good faith efforts to resolve the issue. 3. Hardware components replaced per Service & Maintenance Agreement.
Low	Minor issue. Core functionality is not significantly affected. Involves a loss of minor functionality to the system or incorrect operation. Examples: • Static on Voice Call • Phone book entries not updated	Addressed during standard hours of operation. Initial response within two (2) business days.	1. Code patch or correction will be added to the next regular update or maintenance release. 2. If WestTel is unable to supply a patch or correction in the next release using commercially reasonable efforts – WestTel will supply a workaround to the end user. WestTel will continue in good faith efforts to resolve the issue. 3. Hardware components replaced per Service & Maintenance Agreement.

Enhance Customer Feedback Mechanisms

Voice Products, Inc./WestTel provides multiple mechanisms to provide feedback on service provided. Feedback tools provide opportunities to submit feedback daily, weekly, monthly, quarterly and annually. The feedback and related data are analyzed and trended for improvement opportunities, issue detection and timely recovery efforts.

Identified key contacts and resources will receive communications and additional feedback opportunities in an effort to solicit additional feedback, address service gaps and revise implementation and service processes. Understands the Public Safety Maintenance windows and associated notification processes.

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END-USER LICENSE AGREEMENTS (EULA) FOR SOFTWARE

This Maintenance and Support Agreement ("**Agreement**") is by and between **WestTel Corporation**, with principle offices at 10701 Melody Drive, Suite 515, Northglenn, CO 80234 ("**WestTel**") and <Insert Jurisdiction> with principle offices at <Insert Jurisdiction Address>**.** ("**PSAP**") and is made effective on _____ (the "**Effective Date**").

RECITAL

PSAP has purchased the WestTel 9-1-1 System (as defined below) from a Reseller (as defined below) and desires to purchase maintenance and support for the WestTel 9-1-1 System as a condition of purchase, which is only available directly through WestTel. Maintenance and support are defined in Section 2 of this Agreement.

1. **Definitions**. In addition to the capitalized terms used above in the preamble, all other capitalized terms are defined below.

   1.1. "**Error Corrections**" means a software modification, patch, or addition to correct an error or bug in the Software.

   1.2. "**Equipment**" means the WestTel 9-1-1 hardware equipment that PSAP purchased through Reseller.

   1.3. "**Equipment Upgrade**" is defined in Section 5.1.

   1.4. "**WestTel 9-1-1 System**" means the WestTel Software and Equipment that PSAP purchased from Reseller.

   1.5. "**Reseller**" means Voice Products a WestTel authorized reseller of the WestTel 9-1-1 System.

   1.6. "**Software**" means any and all software provided as part of the WestTel 9-1-1 System, including but not limited to any and all third party software, Error Corrections, improvements, enhancements, Updates, additions, bug fixes, modifications, derivative works, releases, and versions thereof.

   1.7. "**Update**" means any modification or addition to the Software, which may provide Error Corrections, bug fixes, or functionality enhancements.

2. **Description of Maintenance and Support**. Subject to the terms and conditions of this Agreement, WestTel (or its subcontractor or third party provider) will provide PSAP with maintenance and support of the WestTel 9-1-1 System. Maintenance and support will consist of replacing any defective Equipment, preventative maintenance, attempting to resolve failure of service issues with telecommunications providers, trouble shooting of the Software and making the appropriate Error Corrections, basic adds/moves, changes and routing related to PSAP phones. Phone changes will be

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requested by PSAP in advance and will be implemented at an agreed upon time. Maintenance and Support does not cover loss or damage to equipment due to acts of God nor does it include loss or damage to non-WestTel equipment. Maintenance and support will be available twenty-four (24) hours a day/seven (7) days a week through a designated contact number and will include onsite support the next business day when required, as determined by WestTel. PSAP assistance may be required and will be coordinated by WestTel.

2.1. WestTel will provide PSAP access to peripheral devices in the WestTel 911 solution. Such access shall be provided as needed for service and maintenance. PSAP shall not be given access to servers, hardware and equipment containing WestTel Intellectual Property. Passwords and login information for WestTel Intellectual Property will not be included.

2.2. PSAP requests for on-site support. PSAP requests will be quoted (professional service fees, travel, etc.) in advance and approved by PSAP prior to on-site support being provided. PSAP will be invoiced and PSAP will pay for the costs.

3. **WestTel Areas of Responsibilities**.

3.1. WestTel will provide service and maintenance for the hardware elements included in the solution. during the term of this agreement. .

4. **Updates**. Unless otherwise agreed and from time to time throughout the term, WestTel will provide PSAP with Updates to the Software as a part of maintenance and support. If WestTel provides PSAP with Software to install on a workstation, whether an Update or other Software, PSAP must install such Software within seven (7) days. If WestTel agrees to install such Software on a workstation at PSAP's request, PSAP must provide the admin passwords to WestTel to do so.

5. **PSAP Responsibilities**.

5.1. At any time after the WestTel 9-1-1 System is installed, if PSAP desires to upgrade or replace non-WestTel 9-1-1 hardware and/or software that interfaces with the WestTel 9-1-1 System ("**Equipment Upgrade**"), it is PSAP's responsibility to notify WestTel in writing at least 60 days in advance of such Equipment Upgrade to ensure that the Equipment Upgrade is compatible with the WestTel 9-1-1 System. If the Equipment Upgrade is not compatible with the WestTel 9-1-1 System, WestTel, by way of mutual agreement, may at its option, (1) terminate the Maintenance and Support Agreement with PSAP or (2) make changes, provided PSAP's approval, and at PSAP's expense, to the WestTel 9-1-1 System to make it compatible with the Equipment Upgrade. Any and all charges associated to make non-WestTel 9-1-1 hardware and/or software compatible with existing system will be quoted in advance and approved by PSAP prior to invoicing PSAP, and PSAP will pay for the costs of such modifications.

6. **Proprietary Rights.**

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6.1. WestTel's Ownership. The WestTel IP is and will remain the sole and exclusive property of WestTel and its licensors or suppliers, regardless of whether the WestTel 9-1-1 System, Hardware or Software is separated or combined with other products, software, or equipment. WestTel owns all intellectual property rights, including but not limited to copyrights, patents, trade secret, trademark, and other rights, in and to the WestTel IP.

6.2. Copyright Notices; License Agreement. <Insert Jursidiction>will not delete or in any manner alter or obliterate the proprietary or intellectual property (including Restricted Rights) notices or license agreement of WestTel and its licensors or suppliers appearing on, incorporated in or fixed to the Software or Documentation.

6.3. Audit. WestTel has the right to audit PSAP Use of the Licensed Software by providing at least seven (7) days prior written notice of its intention to conduct such an audit at your facilities during normal business hours.

7. **Term and Termination; Effect of Termination**.

8. **General Terms**.

8.1. Limitation of Liability. WESTTEL'S TOTAL LIABILITY TO PSAP UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY PSAP TO WESTTEL UNDER THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTHS FROM THE DATE THE LIABILITY AROSE.

8.2. Insurance Coverage. WestTel will provide the PSAP with a valid certificate of insurance. When coverage limits change, an updated certificate shall be provided to the PSAP.

8.3. Dispute Resolution. The parties will attempt to resolve any disputes arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the dispute and, if applicable, who are at a higher level than the persons with direct responsibility for the administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days of receipt of such notice, the other party will respond to such notice. Within thirty (30) days after delivery of the disputing party's initial notice, the executives of both parties will meet in person or talk by telephone to attempt to resolve the dispute. If the dispute has not been resolved by negotiation within forty-five (45) days of the disputing party's initial notice, or if the parties failed to meet as set forth above, the parties will attempt to settle the dispute by mediation. Unless otherwise agreed, the parties will select a mediator with the requisite experience in the subject matter herein. The parties will share equally in the expense of mediation.

8.4. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of law provisions. The parties agree that any legal action or proceeding or arising under this Agreement will be

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instituted in the appropriate court located in the State of Montana, USA.

8.5. Severability. If any provision of this Agreement is found invalid, illegal or unenforceable under any applicable statute or rule of law, that provision will be enforced to the maximum extent permissible, and the other provisions in this Agreement will remain in full force and effect.

8.6. Notices and Inquiries. Unless otherwise agreed, all notices and inquiries required or permitted to be given by any provision of this Agreement must be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested), hand delivered, or sent by overnight delivery for delivery the next morning to the address set forth under the signature block. A party may from time to time specify a different address by notice to the other party. Any notice sent registered or certified mail will be deemed delivered upon confirmation of delivery. Any notice delivered by hand will be deemed effective when delivered to or refused by the party to receive the notice. Any notice sent by overnight courier, marked next day morning delivery, will be deemed delivered upon confirmation of delivery.

8.7. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

8.8. Entire Agreement. This Agreement and its exhibits, the terms of which are incorporated herein by reference, are the complete and exclusive agreement between the parties with respect to the subject matter thereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

The parties have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

WestTel Corporation	**Board of Commissioners, <Insert Jursidiction>**
	<Insert Address>
_____	_____
Signed	Accepted By Signature
	<Insert Name>
Name:	Title: Commissioner
	Date _____

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Title:

Address: 10701 Melody Drive, Suite 515
Northglenn, Colorado 80234

Office: (303) 695-5000

Accepted By Signature

<Insert Name>

Title: Commissioner

Date: _____

Certificate Of Completion

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Document Pages: 67
Signatures: 8
Certificate Pages: 6
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
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5/22/2020 2:55:08 PM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
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Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
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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)	JDL Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 5/22/2020 3:42:41 PM Viewed: 5/22/2020 3:43:31 PM Signed: 5/22/2020 3:43:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stuart Peters SPeters@VoiceProductsInc.com Security Level: Email, Account Authentication (None)	Stuart Peters Signature Adoption: Pre-selected Style Using IP Address: 107.214.8.234	Sent: 5/22/2020 3:43:55 PM Viewed: 5/26/2020 8:26:05 AM Signed: 5/26/2020 8:27:02 AM
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Ann Marie Lucero AnnMarie.Lucero@state.nm.us Security Level: Email, Account Authentication (None)	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.193	Sent: 5/26/2020 8:27:10 AM Viewed: 5/26/2020 9:47:41 AM Signed: 5/26/2020 9:48:25 AM

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Andrew Baranowski Andrew.Baranowski@state.nm.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.221.116	Sent: 5/26/2020 9:48:34 AM Viewed: 5/26/2020 2:34:03 PM Signed: 5/26/2020 2:50:39 PM
Electronic Record and Signature Disclosure: Accepted: 5/26/2020 2:34:03 PM ID: 2ab7fe8f-395f-4647-9d07-6301f2e51eec		
Elena Tercero Elena.Tercero@state.nm.us Administrative Services Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 208.85.33.86	Sent: 5/26/2020 2:50:48 PM Viewed: 5/26/2020 2:52:30 PM Signed: 5/26/2020 2:52:56 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 Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.141.113	Sent: 5/26/2020 2:53:05 PM Viewed: 5/26/2020 2:54:48 PM Signed: 5/26/2020 2:55:03 PM
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Deborah K Romero debbie.romero@state.nm.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.43.65	Sent: 5/26/2020 2:55:12 PM Viewed: 5/26/2020 3:11:41 PM Signed: 5/26/2020 3:13:24 PM
Electronic Record and Signature Disclosure: Accepted: 5/26/2020 3:11:41 PM ID: 3bca9cd1-9314-4797-8e27-bf436c73e68f		
John Salazar JohnL.Salazar@state.nm.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.11	Sent: 5/26/2020 3:13:34 PM Viewed: 5/27/2020 11:25:17 AM Signed: 5/27/2020 11:27:04 AM
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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@state.nm.us Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 174.56.0.198	Sent: 5/22/2020 3:38:04 PM Viewed: 5/22/2020 3:40:21 PM Completed: 5/27/2020 11:50:32 AM

Electronic Record and Signature Disclosure:
Accepted: 5/22/2020 3:40:21 PM
ID: 8458e226-6448-4179-add0-c082bc07cbb4

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2020 11:27:12 AM
Certified Delivered	Security Checked	5/27/2020 11:47:15 AM
Completed	Security Checked	5/27/2020 11:50:32 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.SPDinfo@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.