

# State of New Mexico General Services Department

# **Statewide Price Agreement**

#### Awarded Vendor: 5 Vendors – See Page 6

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

Invoice: As Requested

Ship To:

Price Agreement Number: <u>00-00000-20-00105</u>

Payment Terms: <u>Net 30</u>

F.O.B.: Destination

Delivery: See Page 6

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Title: Public Safety Answering Points Logging Recorders

Term: June 12, 2020 thru June 11, 2024

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

JAC

Date:6/12/2020

Mark Hayden, New Mexico State Purchasing Agent

 $\times~$  This Agreement was signed on behalf of the State Purchasing Agent

### **Terms and Conditions**

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(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

#### 3. Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.** 

9. Taxes: The unit price shall exclude all state taxes.

#### 10. Packing, Shipping and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <u>https://www.bewellnm.com/</u>.

- D. For purposes of this Paragraph, the following terms have the following meanings:
  - (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
  - (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico*!

#### **Statewide Price Agreement**

#### Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

#### Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

#### **Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### **Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

#### **Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

#### Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

#### Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

#### Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

#### Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

#### Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

#### **Awarded Vendors:**

(AA) 0000080693
Commercial Electronics Corp.
1318 N Brazos
San Antonio, TX 78207
(800) 933-4077
Contact: Mark Stemmermann
Email: marks@comelectronics.com

#### (AB) 0000054837

Goserco, Inc. 7165 E. University Drive, Suite 180 Mesa, AZ 85207 (480) 964-8911 ext. 5117 Contact: Shaun Andrews Email: sandrews@goserco.com

(AC) 0000109953 Stancil Corporation 2644 South Croddy Way Santa Ana, CA 92704 (714) 546-2002 Contact: David Bratke Email: for Orders: david.bratke@stancilcorp.com, For Service: tech.support@stancilcorp.com

(AD) 0000096349 Stonehenge Properties Ltd. dba Revcord 10190 Katy Freeway, Suite 501 Houston, TX 77043 (281) 404-7040 x 300 Contact: Charles Schwarz Email: <u>cschwarz@revcord.com</u> Sales: (281) 404-7040 x100 Sales: kcoleman@revcord.com

(AE) 0000146136 Voice Products, Inc. 8555 E. 32nd St. N Wichita, KS 67226 (800) 466-1152 Contact: Stuart G. Peters Email: speters@voiceproducts.com; sales@voiceproducts.com Delivery: 4 - 6 weeks from receipt of order

URL Link: <u>https://comelectronics.com/external/price-list-nm-catalog.pdf</u>

Delivery: As Requested

URL Link: https://www.eventidecommunications.com

Delivery: 30 days from receipt of Purchase Order

URL Link: https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contr actNumber=GS-35F-0583P&contractorName=STANCIL+CORPORATION&executeQ uery=YES

#### **Delivery: FOB Destination**

URL Link: https://revcord.com/portfolio-items/new-mexico-psap/

#### Delivery:

URL Link:

https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contr actNumber=GS-35F-0126Y&contractorName=VOICE+PRODUCTS%2C+INC.&exec uteQuery=YES

*Click the icon under "Contractor T&C's/Pricelist." Look for MFGNAME of "NICE."* 

#### **Specifications:**

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The State of New Mexico wishes to establish a Statewide Price Agreement for logging recorders, software, related services, and/or products for purposes of capturing 911 incident information from the call-taker at various Public Safety Answering Points (PSAPs) within New Mexico using Enhanced 911 (E-911) and Next Generation 911 (NG-911) emergency systems.

The logging recorders and software must have the ability to easily interface and connect to other systems to log a wide variety of significant events and be flexible to accommodate future technological advances. Logging related services includes installation, warranty, maintenance and support, and training.

Pursuant to the New Mexico Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery throughout the entire state of New Mexico.

The term of the Price Agreement(s) resulting from this procurement shall be for four (4) calendar years from the date of award. The Price Agreement(s) shall not exceed four (4) calendar years. During the term of the agreement(s), the awarded Contractor may submit a request to update the awarded equipment, services, and pricing as new technology is introduced, updated, or removed from the market. The requests will be evaluated by the State Purchasing Division. If approved, the agreement(s) will be updated through written amendment.

Vendors are to indicate a discount percentage. If the discount is zero percent (0%), then zero percent (0%) must be indicated. The State Purchasing Division cannot assume a blank space is a zero percent (0%) discount. **If the bid contains a blank space it may be deemed non-responsive and may be disqualified.** Percentage Discount must be provided at a set discount, not a variable discount, i.e. set discount of 12% rather than 10-15% variable discount. *If Bidder provides a variable discount, the bid will be deemed non-responsive.* 

The percentage discount off MSRP and any other pricing awarded as a result of this procurement will remain fixed for the term of the awarded agreement(s). The pricing for all logging recorders and software must not include New Mexico Gross Receipts Tax (NMGRT). However, any services provided are subject to NMGRT and are applicable to the current rate for the period which the services are performed.

The NMGRT on the equipment in this bid are deductible to the awarded Contractor as long as the awarded Contractor retains a Type 9 nontaxable transaction certificate (NTTC) from the purchasing entity.

Vendors must be a fully certified reseller and/or manufacturer of the logging recorders and related products they bid on. A letter or certification attesting a certified reseller or manufacturer must be provided.

Vendor must provide a statement of concurrence for items 1 - 33. The logging recorders and related products must:

- 1. Be able to record analog, digital time division multiplexing (TDM), Voice over Internet Protocol (VoIP), Radio over Internet Protocol (RoIP), text messaging, still images, and video.
- 2. Provide open architecture for system integration.
- 3. Provide inputs that are captured from both analog and digital devices.
- 4. Index incidents with automatic number identification/automatic location identification (ANI/ALI), incident number, and other identifiers to include but not limited to call date, time, and caller identification information for incoming calls.
- 5. Record outgoing calls to include but not limited to date, time, and phone number dialed.

- 6. Include security and authentication capabilities.
- 7. Have proven integration with major Private Branch Exchange (PBX), Computer-Aided Design (CAD), radio, and other system products and vendors.
- 8. Have dispatch quality assurance evaluation and coaching features.
- 9. Interface seamlessly with existing administrative and 911 telephone and radio systems.
- 10. Include sufficient storage capacity to be capable of storing at least seven (7) years of calls for any size of call volume.
- 11. Provide a one (1) year warranty from the date of acceptance from the PSAP or purchasing entity at no added cost with the purchase of any logging recorder and/or related logging recorder products.
- 12. Be designed for a 911 environment that is in use 24 hours a day, 7 days a week, 365 days per year to include holidays and weekends.
- 13. Be capable of recording audio from a minimum of 24 channels and capable of expanding to accommodate a greater number of channels. Audio recordings must be stored on a secure server.
- 14. Provide audio that will be recorded from analog and/or VoIP based system or both simultaneously.
- 15. Be capable of recording radio traffic from multiple transmit/receive sites and record both analog and digital audio.
- 16. Be capable of supporting instant recall recordings for at least two (2) to thirty (30) workstations.
- 17. At a minimum, must have the ability to save individual recordings or a group of recordings in a .wav and .mp3 file format and writable to a CD/DVD for playback using Windows Media Player.
- 18. Be expandable to Next Generation 911 features and capabilities to include but not limited to recording text messages, still images, and videos delivered via a telephonic device. Text messages, still images, and videos must be stored on a secure server.
- 19. Include administrative log-on capability at each workstation and server station.
- 20. Contain reporting features including ad-hoc reporting capabilities.
- 21. Archive data from its system into an easily usable format (.wav or .mp3) for use with any new system.

22. Maintain an audit log of all system activity and access by date, time, user name, and function performed.

- 23. Be able to follow recorded calls as they are forwarded and retain accurate call transfer information.
- 24. Allow for live monitoring and web streaming.
- 25. Be able to receive the correct time for time/date stamping each event from the central clocking device such as Netclock.
- 26. Have the ability to print any activity from the screen.
- 27. Allow for screen recording.
- 28. Shall be provided with diagnostic and alert capabilities.
- 29. Shall have a Graphical User Interface (GUI) for ease of use.
- 30. Provide ability for remote diagnostics and maintenance in addition to on-site maintenance and repair with a guarantee service level agreement (SLA).
- 31. Be designed for and including rack mount.
- 32. Shall provide a toll-free telephone help desk available for the period of one year from the date of acceptance, with 24/7 access.
- 33. Factory authorized personnel for on-site training and instruction for all operators covering all equipment supplied under the configuration shall be provided upon installation.

# Items:

# Bidder must respond to all items below and include a URL link of its catalog with pricing.

| Item | Approx. U | Unit | Article and Description | Unit Price |
|------|-----------|------|-------------------------|------------|
|      | Qty.      |      |                         |            |

| 001 | % | Logging recorder, software, installation, onsite project manager<br>warranty. Discount % off MSRP (Years 1-4) | r, training, and one (1) year |
|-----|---|---|-------------------------------|
|     | • | (AA)  | 8%                            |
|     |   | (AB)  | Eventide 25%                  |
|     |   | (AC)  | 24%                           |
|     |   | (AD)  | 10%                           |
|     |   | (AE)  | 26%                           |

| 002 | % | Extended Warranty. Discount % off MSRP (Years 1-4) |              |
|-----|---|--|--------------|
|     |   | (AA)   | 10%          |
|     |   | (AB)   | Eventide 10% |
|     |   | (AC)   | No Charge    |
|     |   | (AD)   | 10%          |
|     |   | (AE)   | 4.4%         |

| 003 | % | Extended Warranty. Discount % off MSRP (Years 1-4) |              |
|-----|---|--|--------------|
|     |   | (AA)   | 10%          |
|     |   | (AB)   | Eventide 10% |
|     |   | (AC)   | 15% of MSRP  |
|     |   | (AD)   | 10%          |
|     |   | (AE)   | 4.4%         |

| 004 | 1 | Hour | Onsite Installation Technician – Hourly Rate |               |                   |
|-----|---|------|--|---------------|-------------------|
|     |   |      |  | (AA)          | \$225.00          |
|     |   |      |  | ( <b>AB</b> ) | Eventide \$225.00 |
|     |   |      |  | (AC)          | \$200.00          |
|     |   |      |  | (AD)          | \$175.00          |
|     |   |      |  | (AE)          | \$239.00          |

| 005 | 1 | Hour | Onsite Maintenance and Repair Technician – Hourly Rate |                          |
|-----|---|------|--|--------------------------|
|     |   |      | (AA)   | \$225.00                 |
|     |   |      | (AB)   | <b>Eventide \$225.00</b> |
|     |   |      | (AC)   | \$200.00                 |
|     |   |      | (AD)   | \$175.00                 |
|     |   |      | (AE)   | \$239.00                 |

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| _    |         |      |                         | Page-10    |
|------|---------|------|-------------------------|------------|
| Item | Approx. | Unit | Article and Description | Unit Price |
|      | Qty.    |      |                         |            |

# **Optional Item Response**

This items listed below are optional and will NOT be used for evaluation purposes.

| 006 | 1 | Each | Logging recorder equipped for six (6) E-911 CAMA trunks, six (6) radio channels, installation, software, onsite project manage warranty. |                      |
|-----|---|------|--|----------------------|
|     |   |      | (AA)   | \$20,108.01          |
|     |   |      | (AB)   | Eventide \$24,000.00 |
|     |   |      | (AC)   | \$17,868.40          |
|     |   |      | (AD)   | \$13,335.00          |

| 007 | 1 | Each | Logging recorder equipped for twelve (12) E-911 CAMA trunk<br>lines, fourteen (14) radio channels, installation, software, onsite<br>and one (1) year warranty. |                      |
|-----|---|------|---|----------------------|
|     |   |      | (AA)  | \$23,857.00          |
|     |   |      | (AB)  | Eventide \$26,256.83 |
|     |   |      | (AC)  | \$20,627.20          |
|     |   |      | (AD)  | \$16,214.00          |

| 008 | 1 | Each | Quality Control Software |  |
|-----|---|------|--------------------------|--|
|     |   |      | (AA)                     | \$0  |
|     |   |      | (AB)                     | Eventide \$1,875.00 initial<br>20 pack & \$1,492.50 each<br>20 pack after. Licensing is<br>listed on our price sheet |
|     |   |      | (AC)                     | \$3,800.00   |
|     |   |      | (AD)                     | \$0  |

| 009 | 1 | Each | DVD or External Storage Media |  |
|-----|---|------|-------------------------------|--|
|     |   |      | (AA)                          | \$260.00                                       |
|     |   |      | (AB)                          | Eventide - \$0.00 included<br>with server cost |
|     |   |      | (AC)                          | \$3,800.00                                     |
|     |   |      | (AD)                          | \$0  |

| Item | Approx.<br>Qty. | Unit   | Article and Description | Unit Price   |
|------|-----------------|--------|-------------------------|--|
| 010  | 1               | Annual | Subscription            |  |
|      |                 |        | (AB)                    | Goserco is not offering<br>subscription based<br>recording |
|      |                 |        | (AC)                    | No Bid   |
|      |                 |        | (AD)                    | \$0  |

## **Additional Logging Recorder Configurations**

Bidder may describe other configuration type(s) and cost below. All configuration types must include installation, software, onsite project manager, training, and one (1) year warranty.

|     |  | Additional Loggi     | ng Recorder Configurations                              |                        |
|-----|--|----------------------|---|------------------------|
| 011 |  | Bidder may descr     | ibe other configuration type(s) and cost below. All con | nfiguration types must |
|     |  | include installation | n, software, onsite project manager, training, and one  | (1) year warranty.     |
|     |  |                      | Description   | Unit Price             |
|     |  |                      | Logging recorder equipped for four (2) E-911            | \$16,407.28            |
|     |  |                      | CAMA trunks, four (4) analog radio channels,            |                        |
|     |  |                      | four (4) administrative lines, (2) 911 positions,       |                        |
|     |  | (AA)                 | screen capture, installation, software, onsite          |                        |
|     |  |                      | project manager, training, and one (1) year             |                        |
|     |  |                      | warranty.   |                        |
|     |  |                      | Logging recorder equipped for eight (8) E-911           | \$32,031.64            |
|     |  |                      | CAMA trunks, fourteen (14) analog radio                 |                        |
|     |  |                      | channels, six (6) IP 911 positions, screen              |                        |
|     |  |                      | capture, free seating, replication, installation,       |                        |
|     |  |                      | software, onsite project manager, training, and         |                        |
|     |  |                      | one (1) year warranty.                                  |                        |
|     |  |                      | Logging recorder equipped for sixteen (16) E-           | \$47,372.64            |
|     |  |                      | 911 CAMA trunks, twenty-five (25) Avaya                 |                        |
|     |  |                      | VoIP Phone sets, sixteen (16) Avtec IP radio            |                        |
|     |  |                      | channels, six (6) IP 911 positions, screen              |                        |
|     |  |                      | capture, free seating, replication, installation,       |                        |
|     |  |                      | software, onsite project manager, training, and         |                        |
|     |  |                      | one (1) year warranty.                                  | <b># 50</b> 400 04     |
|     |  |                      | Customer to provide chassis logging recorder            | \$53,108.84            |
|     |  |                      | equipped for sixteen (16) E-911 CAMA trunks,            |                        |
|     |  |                      | twenty (25) Concurrent Cisco VoIP Phone sets,           |                        |
|     |  |                      | twenty (20) Zetron IP radio channels, ten (10)          |                        |
|     |  |                      | <b>IP 911 positions, screen capture, free seating,</b>  |                        |
|     |  |                      | replication, installation, software, onsite             |                        |
|     |  |                      | project manager, training, and one (1) year             |                        |
|     |  |                      | warranty.   |                        |

Item 011 Continued on Next Page

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### Item 011 Continued

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| Item | Approx.<br>Qty. | Unit | Artic            | le and Description  | Unit Price             |
|------|-----------------|------|------------------|---|------------------------|
| 011  |                 |      | Bidder may descr | ng Recorder Configurations<br>ibe other configuration type(s) and cost below.<br>on, software, onsite project manager, training, a                    |                        |
|      |                 |      |                  | Description   | Unit Price             |
|      |                 |      | (AC)             | ANI/ALI Capture   | \$1,504.80             |
|      |                 |      |                  | CAD Integration   | \$3,800.00             |
|      |                 |      | (AD)             | Rack Mount Server - 16 Channel Analog o<br>Digital System   | r \$9,797.00           |
|      |                 |      |                  | Rack Mount Server - 24 Channel Analog o<br>Digital System   | r \$13,435.00          |
|      |                 |      |                  | Rack Mount Server - 48 Channel Analog o<br>Digital System   | r \$21,031.00          |
|      |                 |      |                  | Rack Mount Server - 48 Channel Analog o<br>Digital System with 10 VolP/RoIP   | r \$24,821.09          |
|      |                 |      |                  | Rack Mount Server - 32 Channel Analog 1<br>Talk Groups, AIS Motorola Integration  | 00 \$38,265.00         |
|      |                 |      |                  | Rack Mount Server - 32 Channel Analog 1<br>Talk Groups, Harris VITA Integration   | 00 \$38,265.00         |
|      |                 |      |                  | Rack Mount Server - 16 Channel VoIP   | \$12,340.00            |
|      |                 |      |                  | Rack Mount Server - 16 Channel VoIP wit<br>Mobile Phone Recording Licenses  | h 5 \$14,567.50        |
|      |                 |      |                  | Rack Mount Server - 16 Channel Analog, 1<br>Digital, 8 VoIP and 8 Mobile  | 16 \$21,798.43         |
|      |                 |      |                  | Please Note: Quotes include unlimited insta<br>report licenses, browser playback licensees<br>licenses, Screen recording licenses, Live mo<br>License | , QA licenses, Reports |

\*\*\* 11 Items Total \*\*\*



Envelope Id: 46FBFC47AF594FAB811209B41437FAF1 Subject: 00-00000-20-00105 Public Safety Answering Points Logging Recorders Source Envelope: Document Pages: 12 Signatures: 1 Certificate Pages: 5 Initials: 2 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-07:00) Mountain Time (US & Canada)

#### **Record Tracking**

| Status: Original                     |
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| 6/12/2020 2:58:06 PM                 |
| Security Appliance Status: Connected |
| Storage Appliance Status: Connected  |

Status: Completed

Envelope Originator: Travis Dutton-Leyda 13 Bataan Blvd Santa Fe, NM 87508 travis.dutton-leyda@state.nm.us IP Address: 73.26.219.12

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|---|--|------------------------------|
| Status: Original<br>6/12/2020 2:58:06 PM  | Holder: Travis Dutton-Leyda<br>travis.dutton-leyda@state.nm.us | Location: DocuSign           |
| Security Appliance Status: Connected  | Pool: StateLocal   |                              |
| Storage Appliance Status: Connected   | Pool: Carahsoft OBO State of New Mexico<br>GSD-SPD             | Location: DocuSign           |
| Signer Events   | Signature  | Timestamp                    |
| Vanessa LeBlanc   |  | Sent: 6/12/2020 3:01:21 PM   |
| Vanessa.LeBlanc@state.nm.us   | VL.  | Viewed: 6/12/2020 3:03:18 PM |
| State of New Mexico, Dept of Information  |  | Signed: 6/12/2020 3:04:03 PM |
| Technology  | Signature Adoption: Pre-selected Style                         |                              |
| Security Level: Email, Account Authentication (None)  | Using IP Address: 174.56.0.198                                 |                              |
| Electronic Record and Signature Disclosure:<br>Accepted: 6/2/2020 7:02:26 AM<br>ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4  |  |                              |
| Travis Dutton-Leyda   |  | Sent: 6/12/2020 3:04:06 PM   |
| travis.dutton-leyda@state.nm.us   | SDX  | Viewed: 6/12/2020 3:05:16 PM |
| IT & Construction Bureau Chief  |  | Signed: 6/12/2020 3:05:23 PM |
| New Mexico General Services, State Purchasing   |  |                              |
| Division  | Signature Adoption: Pre-selected Style                         |                              |
| Security Level: Email, Account Authentication (None)  | Using IP Address: 73.26.219.12                                 |                              |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign   |  |                              |
| Valerie Paulk   |  | Sent: 6/12/2020 3:05:26 PM   |
| valerie.paulk@state.nm.us   | Valerie Paulk  | Viewed: 6/12/2020 3:07:56 PM |
| State of New Mexico, Dept of Information  |  | Signed: 6/12/2020 3:08:11 PM |
| Technology  | Signature Adoption: Pre-selected Style                         |                              |
| Security Level: Email, Account Authentication (None)  | Using IP Address: 174.237.137.165<br>Signed using mobile       |                              |
| Electronic Record and Signature Disclosure:<br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff |  |                              |
| In Person Signer Events   | Signature  | Timestamp                    |
| Editor Delivery Events  | Status   | Timestamp                    |
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| Intermediary Delivery Events                             | Status   | Timestamp  |
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| Certified Delivery Events                                | Status   | Timestamp  |
| Carbon Copy Events                                       | Status   | Timestamp  |
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| Notary Events  | Signature  | Timestamp  |
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| Envelope Summary Events Envelope Sent                    | Status<br>Hashed/Encrypted                               | Timestamps<br>6/12/2020 3:05:26 PM                                   |
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| Envelope Sent<br>Certified Delivered                     | Hashed/Encrypted<br>Security Checked                     | 6/12/2020 3:05:26 PM<br>6/12/2020 3:07:56 PM                         |
| Envelope Sent<br>Certified Delivered<br>Signing Complete | Hashed/Encrypted<br>Security Checked<br>Security Checked | 6/12/2020 3:05:26 PM<br>6/12/2020 3:07:56 PM<br>6/12/2020 3:08:11 PM |

# 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: <u>GSD.SPDinfo@state.nm.us</u>

# 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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>

# 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.