



## State of New Mexico General Services Department

### Statewide Price Agreement

**Awarded Vendor:****0000071869****Securus Technologies, LLC****14651 Dallas Parkway, Ste 600****Dallas, TX 75254****Email:** [hbarthlow@securustechnologies.com](mailto:hbarthlow@securustechnologies.com)**Telephone No.:** (927) 277-0430**Ship To:****All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.****Invoice:****As Requested at Time of Order**Price Agreement Number: **20-00000-21-00035AE**Payment Terms: **See Contract**F.O.B.: **Destination**Delivery: **See Contract****NASPO ValuePoint:**<https://www.naspovaluepoint.org/portfolio/inmate-communications/securus-technologies-llc/>Procurement Specialist: **Theresa Mendibles** *TM*Telephone No.: **(505) 795-1894**Email: [theresa.mendibles@gsd.nm.gov](mailto:theresa.mendibles@gsd.nm.gov)**Title: Inmate Communications****Term: March 15, 2023 thru December 31, 2025****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***New Mexico State Purchasing Agent**

Date: 3/22/2023

**× This Agreement was signed on behalf of the State Purchasing Agent**

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**PARTICIPATING ADDENDUM****INMATE COMMUNICATIONS**

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**MASTER AGREEMENT #:** 99SWC-NV22-13387  
**CONTRACTOR:** SECURUS TECHNOLOGIES, LLC  
**Participating Entity:** STATE OF NEW MEXICO

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**SCOPE AND PARTICIPATION:****1. Scope:**

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

For more information, please visit: <https://www.naspovaluepoint.org/portfolio/inmate-communications/securus-technologies-llc/>

- 2. Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Nevada and Contractor for Inmate Communications. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. Term:**

- ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

- 4. Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

|            |                                                                                          |
|------------|------------------------------------------------------------------------------------------|
| Name:      | Securus Technologies, LLC                                                                |
| Address:   | 4000 International Parkway, Carrollton, TX 75007                                         |
| Contact:   | Heather Barthlow                                                                         |
| Telephone: | (972) 277-0430                                                                           |
| Email:     | <a href="mailto:hbarthlow@securustechnologies.com">hbarthlow@securustechnologies.com</a> |

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**PARTICIPATING ENTITY:**

|            |                                                                              |
|------------|------------------------------------------------------------------------------|
| Name:      | State of New Mexico                                                          |
| Address:   | 1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505                  |
| Contact:   | Theresa Mendibles                                                            |
| Telephone: | (505) 795-1894                                                               |
| Email:     | <a href="mailto:Theresa.medibles@gsd.nm.gov">Theresa.medibles@gsd.nm.gov</a> |

**PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE MASTER AGREEMENT**

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

**5. Taxes:**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**6. Retainage.**

Reserved

**7. Performance Bond.**

Reserved

**8. Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **December 31, 2025**. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

**9. Termination:**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Parties' Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Either Party shall give the other Party written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The notice of termination shall only be effective (i) if the breaching Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that

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cannot be cured within thirty (30) days, the breaching Party does not, within the thirty (30) day notice period, notify the other Party of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if, (i) during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (ii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for work performed according to this Agreement prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.

**10. Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**11. Status of Contractor:**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. Conflict of Interest; Governmental Conduct Act:**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former

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public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

**13. Amendment:**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

**14. Merger:**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law:**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance:**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or 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 under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Workers Compensation:**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

**18. Applicable Law:**

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The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. Records and Financial Audit:**

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

**20. Invalid Term or Condition:**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**21. Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall 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 under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**22. Non-Collusion:**

In signing this Agreement, the Contractor certifies the Contractor 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 agency or entity.

**23. Notices:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To the Procuring Agency:**

Valerie Paulk, Acting State Purchasing Agent  
State Purchasing Division  
1100 St. Francis Dr., Room 2016  
Santa Fe, NM 87505

**To the Contractor:**

Heather Barthlow  
Securus Technologies, LLC  
4000 International Parkway  
Carrollton, TX 75007

**24. Succession:**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**25. Headings:**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

**26. Default/Breach:**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting direct costs and/or damages except as provided herein. Contractor shall not be responsible for any other damages, including but not limited to, indirect damages, consequential damages, or special damages. Other remedies the Procuring Agency and the State of New Mexico may seek in the event of Default and/or Breach by the Contractor include a resolution of the outstanding issue(s), requesting re-performance of



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the work, credits under the contract, and/or direct costs to cover any expenses the Procuring Agency and/or State may have put out due to the Default and/or Breach..

**27. Equitable Remedies:**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the 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 rights to obtain equitable relief pursuant to this Agreement shall 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.

**28. 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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to 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. These records are subject to review and audit by a representative of the state.

**29. Indemnification:**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, that are caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

**30. Default and Force Majeure:**

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any reasonable excess cost occasioned by the State due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause also include those listed in Section 26.

**31. Assignment:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

**32. Subcontracting:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**33. Commercial Warranty:**

a. Express Warranty for Hardware and Software Owned and Deployed By Contractor. For hardware and software owned and deployed by Contractor to facilitate the services, Contractor agrees to repair and maintain such hardware and software in good operating condition, including, without limitation, furnishing all parts and labor. All such maintenance will be provided at Contractor's cost and expense except as noted below in this section. The agency agrees to promptly notify Contractor in

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writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. Contractor is not responsible for any repair, maintenance or for replacement of any hardware that has been damaged due to misuse, vandalism, destruction, neglect, accident or otherwise outside of normal repair and maintenance, and the Agency shall be responsible for repair and/or replacement costs in the event of such misuse, vandalism, destruction, neglect, accident or other damage outside of normal wear and tear. If any of the software applications are interfaced with other devices or software owned or used by the agency or a third party without Contractor's knowledge, or if the hardware or software are otherwise damaged as a result of the agency's actions, Contractor will have no obligation to repair or maintain such hardware or software.

b. Express Warranty for Hardware Purchased By Agency. If the agency purchases from Contractor any hardware components in connection with the services hereunder ("Hardware Components"), Contractor warrants such components to be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of deployment of the Hardware Components. Contractor makes no warranty with respect to low performance, damages, or defects in any Hardware Component caused by misuse, misapplication, abuse, neglect or accident, nor does Contractor make any warranty as to any Hardware Component that has been repaired or altered in any way, which affects the performance or purpose for which the Hardware Component was manufactured. When applicable, Contractor will provide the required replacement parts and components free of charge.

c. Express Warranty for Services Provided. Contractor warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Contractor further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services, Contractor will undertake to correct such errors or omissions within a reasonable time period.

d. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 33, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

**34. Condition of Proposed Items:**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW or refurbished and of most current production, unless otherwise specified.

**35. Confidentiality:**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages. Additionally, Contractor provides the ability to store communications in a secure redundant environment for a time period as agreed in each agency statement of work, after which they will be permanently deleted. Contractor systems provide the agency with the ability to download and store recorded communications. The agency is solely responsible for preserving any recorded communications beyond the storage period by downloading them to a separate storage medium.

**36. Contractor Personnel:**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any



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reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

**37. Incorporation by Reference and Precedence:**

This Agreement is derived from the State of Nevada / NASPO Solicitation RFP 99SWC-NV22-13387, which includes (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) this Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

**38. Inspection:**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

**39. Inspection of Services:**

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:
  - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:
  - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

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(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT AS DEFINED IN SECTION 26.

**40. Insurance:**

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**41. Arbitration:**

Any controversy or claim arising between the parties shall first attempt to be settled through non-binding mediation. If such controversy or claim cannot be settled in that way, then the Parties agree that they will be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

**42. New Mexico Administration Reporting and Fees:**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this Participating Addendum, subtitled by procuring agency name, in accordance with the following schedule:

| Quarter: | Period Ending: | Report Due Date: |
|----------|----------------|------------------|
| First    | September 30   | October 30       |
| Second   | December 31    | January 31       |
| Third    | March 31       | April 30         |
| Fourth   | June 30        | July 31          |

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: [GSD.QuarterlyUsageR@gsd.nm.gov](mailto:GSD.QuarterlyUsageR@gsd.nm.gov)

The Vendor shall indicate the contract number **SWPA #20-00000-21-00035AE** on the remittance.

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

### **INMATE COMMUNICATIONS**

Led by the **State of Nevada**



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Send payment of fees through U.S. Mail or Courier Delivery to:

New Mexico State Purchasing Division  
Joseph Montoya Building Room 2016  
1100 St. Francis Drive  
Santa Fe, New Mexico 87505

OR

New Mexico State Purchasing Division  
P.O. Box 6850  
Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512

43. Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.
44. Lease Agreements:  
Reserved
45. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
46. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INMATE COMMUNICATIONS**

Led by the State of Nevada

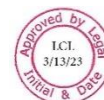


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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY****CONTRACTOR**

|                                                                                                            |                                        |
|------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Signature: <i>Valerie Paulk</i><br>X This Agreement was signed on behalf of<br>the State Purchasing Agent. | Signature:<br><i>Alex Yeo</i>          |
| Name: Valerie Paulk                                                                                        | Name: Alex Yeo                         |
| Title: State Purchasing Agent                                                                              | Title: Chief Revenue & Product Officer |
| Date: 3/22/2023                                                                                            | Date: 3/22/2023                        |



For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

**Certificate Of Completion**

Envelope Id: CF955D13D2AF4D9087A5109D8A26F24D

Status: Completed

Subject: Please DocuSign: 20-00000-21-00035AE - Securus

Source Envelope:

Document Pages: 12

Signatures: 3

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

Envelope Originator:

Theresa Mendibles

1100 S Saint Francis Dr

Santa Fe, NM 87502

Theresa.Mendibles@gsd.nm.gov

IP Address: 75.161.198.90

**Record Tracking**

Status: Original

3/15/2023 9:33:20 AM

Holder: Theresa Mendibles

Theresa.Mendibles@gsd.nm.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

**Signer Events****Signature****Timestamp**

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/15/2023 9:47:06 AM

Viewed: 3/15/2023 9:56:15 AM

Signed: 3/15/2023 9:56:53 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Theresa Mendibles

theresa.mendibles@gsd.nm.gov

GSD IT PROCUREMENT SPECIALIST

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 75.161.198.90

Sent: 3/15/2023 9:56:54 AM

Viewed: 3/15/2023 9:57:32 AM

Signed: 3/15/2023 9:57:39 AM

**Electronic Record and Signature Disclosure:**

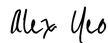
Accepted: 6/1/2020 5:55:33 PM

ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

Alex Yeo

alex.yeo@aventiv.com

Chief Product Officer and GM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 68.40.187.234

Sent: 3/15/2023 9:57:40 AM

Resent: 3/15/2023 1:17:11 PM

Resent: 3/16/2023 11:11:36 AM

Resent: 3/17/2023 8:13:07 AM

Viewed: 3/17/2023 8:28:10 AM

Signed: 3/22/2023 7:29:43 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/15/2023 1:18:02 PM

ID: d0536e2f-4a42-4878-a58e-b897db13cc25

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.105.120

Signed using mobile

Sent: 3/22/2023 7:29:45 AM

Viewed: 3/22/2023 8:06:24 AM

Signed: 3/22/2023 8:06:51 AM

**Electronic Record and Signature Disclosure:**

| Signer Events                                                              | Signature        | Timestamp            |
|----------------------------------------------------------------------------|------------------|----------------------|
| 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            |
| Agent Delivery Events                                                      | Status           | Timestamp            |
| Intermediary Delivery Events                                               | Status           | Timestamp            |
| Certified Delivery Events                                                  | Status           | Timestamp            |
| Carbon Copy Events                                                         | Status           | Timestamp            |
| Witness Events                                                             | Signature        | Timestamp            |
| Notary Events                                                              | Signature        | Timestamp            |
| Envelope Summary Events                                                    | Status           | Timestamps           |
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| Certified Delivered                                                        | Security Checked | 3/22/2023 8:06:24 AM |
| Signing Complete                                                           | Security Checked | 3/22/2023 8:06:51 AM |
| Completed                                                                  | Security Checked | 3/22/2023 8:06:51 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](mailto: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](mailto: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](mailto: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](mailto: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.