

For the CONTRACTOR

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Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

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

B. 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 agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed 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.

C. 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.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Procuring Agency's main office is located. 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 such lawsuits.

E. Waiver. 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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. 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.

ARTICLE 31 - SURVIVAL

The following Articles 7 - "Termination Management", 8 - "Indemnification", 9 - "Intellectual Property", 10 - "Intellectual Property Indemnification", 18 - "Liability", 22 - "Confidentiality", and 11- "Warranties" shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature] Date: 3-21-11
Lupe Martinez
Secretary of Corrections

By: [Signature] Date: 3-7-2011
Robert Pickens
Chief Operating Officer, Securus Technologies

By: [Signature] Date: 3-22-11
Tim Oakeley
Chief Information Officer, Corrections Department



Approved for legal sufficiency:

By: [Signature] Date: 3-10-11
James Brewster
Corrections Department General Counsel

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

CRS ID Number: 02394703009

By: [Signature] Date: 3-23-11
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature] Date: 3/25/11
Darryl Ackley, Secretary
Department of Information Technology

This Agreement has been approved by the SPA:

By: [Signature] Date: 3/30/2011
Purchasing Agent for
the State of New Mexico

EXHIBIT A – SCOPE OF WORK

I. Performance Measures

The purpose of the Inmate Management and Control program is to treat incarcerated offenders in a humane, professionally sound manner and to provide a safe prison environment. This includes quality hiring and in-service training of correctional officers, protecting the public from escape risks and protecting prison staff, contractors and prisoners from any exposure to violence to the extent possible and within budgetary resources. This would also include motivating prisoners with the opportunity to participate in appropriate programs and services so they have fewer propensities toward prisoner violence while incarcerated and the opportunity to acquire living skills and links to community support systems that can assist them on release.

The Inmate Telephone and Call Monitoring System and Services directly address these performance measures set forth in the NMCD Strategic Plan, by promoting a safe prison environment, by providing a system and service for the prisoners to participate in, resulting in fewer propensities toward prisoner violence.

- A. **Goals.** To provide an inmate telephone and call monitoring system and associated services that offers the best possible overall rates for inmates and their families, and provides NMCD staff the capability to perform oversight and monitoring of such calls.
- B. **Objectives.** To assist the NMCD in identifying potential threats to its institutions as well as the general public through the intelligence gathering process, and to keep communication lines open for inmates to their families and friends.
- C. **Activities.** The awarded contractor will provide, per the scope of work, a telephone and call monitoring system and services, at no cost to the State of New Mexico or the NMCD. In addition, the awarded contractor will provide the equipment and connectivity for local, intrastate, interstate and international services including equipment installation, maintenance of such equipment, training, and other related services. The awarded contractor will also on a Bi-Annual and Annual basis meet with NMCD officials regarding performance briefings, and to address any current upgrades and the needs of the NMCD.

II. Scope of Work

The scope of procurement encompasses the acquisition and operation of a complete inmate telephone call and call monitoring system, to include the items in the scope of work for a fully functional system and services. The contract with the selected offeror shall be executed at no cost to the State of New Mexico or the New Mexico Corrections Department.

The scope of services includes the following:

- Project management and implementation services
- Provide all equipment, related hardware and software, and required infrastructure upgrades to provide for a fully functioning system
- Installation, testing, and implementation, maintenance and support services
- Administration, operation, and support services for the inmate telephone and call monitoring system to meet NMCD's requirements and service levels
- Migration from the current system, services and equipment to the proposed inmate telephone and call monitoring system
- Operational procedures, training, tools and documentation necessary to operate, backup, and recover and administer the inmate telephone and call monitoring system
- An environment that is secure and available
- Disaster recovery planning
- Any Interfaces to receive and provide information between the inmate telephone and call monitoring system and any required applications
- Customer service support to meet the needs of the facilities, inmates families and friends, and authorized system users, to include billing services
- Call instructions and services for the inmates, their families, and friends
- BI-Annual and Annual reviews
- Call recording migration solution
- Any connectivity required for the provision of such services at the following locations:
 - NMCD Administration Offices, Santa Fe, NM;
 - Penitentiary of New Mexico (PNM), Santa Fe, NM;
 - Central New Mexico Correctional Facility (CNMCF), Los Lunas, NM;
 - Western New Mexico Correctional Facility (WNMCF), Grants, NM;
 - Southern New Mexico Correctional Facility (SNMCF), Las Cruces, NM;
 - Roswell Correctional Center (RCC), Hagerman, NM;
 - Springer Correctional Center (SCC), Springer, NM;
 - And any other correctional facility or locations designated by the NMCD.

The awarded Contractor will provide a scope of work for the telephone and call monitoring system and services, at no cost to the State of New Mexico or New Mexico Corrections Department (NMCD). Also, the awarded Contractor will provide the equipment and

connectivity for local, intrastate, interstate, and international services including equipment installation, maintenance.

A. Deliverable Number 1. Project Manager

<u>Deliverable One</u>	<u>Due Date</u>	<u>Compensation</u>
Project Manager	10 business days after contract execution	\$0.00
Assign a Project Manager	The Contractor MUST provide a full time project manager for the duration of the implementation until NMCD have accepted all system components and services. The project manager will be responsible for the development and implementation of the project plan, all activities and acceptance testing.	

B. Deliverable Number 2. Detailed Project Plan

<u>Deliverable Two</u>		<u>Due Date</u>	<u>Compensation</u>
Detailed Project Plan		10 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Project Plan		The Contractor MUST submit a preliminary Project Plan with the defined tasks, start and end dates, and resources for each task. The plan must be for a full statewide implementation for the locations indicated in the Scope of Work within a 120-day transition period. The Project Plan must include at a minimum the following components: <ul style="list-style-type: none"> • Implementation plan • Migration plan • Acceptance Test plan • Training plan 	
	Site Survey	The Contractor MUST be responsible for performing a site survey at all of the facilities indicated in the scope of work after contract award	

	Acceptance Testing	The project plan must include an Acceptance Test developed by the Contractor and approved by the NMCD. Failure to successfully complete the testing of all facilities may result in cancellation of the awarded contract with no billing allowed for the services provided under the contract to that time.
	Call Recording Migration	The Contractor MUST transfer existing and historical recordings and call detail records from the current system to the proposed system without loss of information and playback ability.

C. Deliverable Number 3 System Requirements

<u>Deliverable Three</u>	<u>Due Date</u>	<u>Compensation</u>
System Requirements	120 business days after contract execution	\$0.00

Task Item	Sub Tasks	Description
System Requirements	System Configuration	<p>(1) The inmate telephone system must be a turnkey, non-coin operated telecommunications service.</p> <p>(2) The proposed inmate telephone system at the NMCD facilities must be capable of completing station-to-station calls from inmates by way of collect calls, debit cards or prepaid arrangements. International calling capabilities are required utilizing a pre-paid calling card. International collect calling is desirable, but not mandatory.</p> <p>(3) Contractor must be willing to provide and install all new equipment at its own expense, to include new inmate stations made of heavy gauge steel construction with armored keypad and lexan type handset the proposed inmate telephone system must not require any electrical outlets at the actual telephone set locations. Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction and must not use any type of</p>

		<p>mechanical hook-switch. Alternate devices, such as magnetic hook-switches should be proposed. Contractor must provide all units a handset cord, which will withstand a minimum 800 pounds of longitudinal tension. Each station must be secured with special security type screws. Keyed locks are not acceptable. Telephones must be in full compliance with the Americans with Disabilities Act (ADA).</p> <p>(4) The system must have the capability of allowing NMCD to simultaneously monitor and record all inmate calls 24 hours a day, 7 days a week, and store the recordings for 2 years online and maintain minimum of 4 years off line. Files must be exportable to any standard equipment and software.</p> <p>(5) As to inmates housed in Levels 5 or 6, interim level 6 and the infirmary, cordless phones (similar to home phones of good durable quality) must be accessible. Phone carts are not acceptable. All cordless phones must remain at 2.4 GHz or greater, as needed. Such services should not be cumbersome on NMCD staff and should not present a threat to the safety and security of the staff, inmates or facilities.</p> <p>(6) Contractor MUST submit a detailed explanation of the provision of text telephone (TTY) service to speech/hearing handicapped inmates.</p> <p>(7) All software provided by the Contractor must be software that is currently supported by the software manufacturer throughout the term of the contract. (i.e. the software has not yet reached its "end of life" and will not reach its "end of life" during the contract term.)</p>
	<p>Access</p>	<p>The automated system must be restricted to outgoing calls only, no incoming calls are allowed. It also must provide outgoing collect call service or debit card access with no access to direct dialed or operator-handled service. At a</p>

		<p>minimum, the system must provide for NMCD officials to retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.</p> <p>The system must be capable of accepting changes in a central location that will have immediate effect on all sites. The system must allow for PIN's, allowed number lists, monitoring, and blocked number lists to be controlled from a central location as well as at each facility for data consistency.</p> <p>All telephones, or the proposed system as a whole, must be FCC registered and Contractor's current FCC number must be provided.</p>
	<p>Call Branding</p>	<p>All calls placed from any of the New Mexico Corrections Department facilities or contract facilities on inmate telephones must be capable of being identified to the called party as follows: "This is a telephone call from, (Inmate speaks name or system plays inmate's pre-recorded name) an inmate at the (enter name of NMCD Facility)."</p> <p>"This call is being recorded by the New Mexico Corrections Department, you have "X" minutes of call time." (Where "X" is the maximum number of minutes allowed for the call).</p> <p>The system must provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving, before the call is accepted and, in the case of collect calls, state that lower calling rates are available through pre-paid calls.</p>
	<p>Call Length Control</p>	<p>Corrections Facility officials must be given total flexibility to limit the length of calls placed by inmates. Normally calls are limited to a maximum of twenty minutes. The inmate must be warned prior to disconnection of the call that</p>

		<p>the call time limit is about to expire. The system must provide the ability to set such time limits at the PIN and station level, as well as globally, across the system.</p>
	<p>Call Supervision</p>	<p>(1) The inmate telephone system must provide live-monitoring capability via a line indicator at a central location at each facility as well as NMCD central office with which NMCD personnel must have the ability to select any access line by pressing a single button or issuing a simple keystroke command. This capability must be provided from any inmate telephone system workstation to any facility. NMCD must be able to monitor any inmate phone from any facility from all monitor stations. Contractor must provide the NMCD Central Office with one (1) inmate telephone monitoring workstation.</p> <p>Neither the called party nor the inmate should detect an audible or other indicator that would warn him/her that the line is being monitored.</p> <p>(2) All call monitoring must be available via the inmate telephone system workstation. No other equipment should be required. Each facility workstation and Central Office access stations shall have access to the activity of any site in the system.</p> <p>(3) The inmate telephone system must allow system users with the appropriate password level of authority to instantly terminate an inmate call in progress from the inmate telephone system workstation and through remote capability (e.g. a cell phone).</p>
	<p>Fraud Control</p>	<p>(1) Aid in controlling fraudulent use of the telephone network, including call relaying and other schemes must be provided by detection of and interference with secondary call patterns, termination of calls if a second dial tone is detected, and elimination of any opportunity for</p>

		<p>switchhook dialing.</p> <p>(2) The NMCD will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls are the sole responsibility of the Contractor.</p> <p>(3) The system must have the capability to detect the dialing of additional Dual-Tone Multi-Frequency (DTMF) following call connection. Upon detection, the system must play a warning message to the inmate and the called party.</p> <p>(4) The system must provide the ability to detect, prevent, and flag three-way calls and provide for an automatic disconnect on a three way call. Facility personnel should be provided with the ability to mark the call as a three-way call and disconnect the call.</p>
	<p>Recording Requirements</p>	<p>Call Recording:</p> <p>(1) The inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single inmate telephone system workstation at each public facility and the NMCD central office.</p> <p>(2) The system must utilize current technology in hardware, specifically redundant hard disk drive arrays for long and short-term storage. These arrays must be configured for maximum performance and data preservation.</p> <p>(3) The system must utilize self-contained, internal data storage, i.e. hard drive storage able to hold both conversation recording and call detail reports for two (2) years on-line.</p> <p>(4) As to online storage, the system must be able to retrieve both conversational recordings and call</p>

		<p>detail reports for a total of two (2) years. For disaster recovery purposes, a backup copy of this data must be saved to electronic medium and stored off-site for a total of four (4) years. In case of a disaster, it is the vendor's responsibility to recover and restore the system and all the data to include the call recordings and detail records.</p> <p>(5) For playback purposes, the recording system must provide the facility personnel the ability to search by individual PIN, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.</p> <p>(6) The system must provide a playback history list of all recorded call(s) to determine every user that has listened to the recorded call.</p> <p>(7) The system must provide the hardware and software to allow recorded calls to be transferred to a CD, DVD, e-mail, or other electronic medium for transport and replay on any computer with audio capabilities.</p> <p>(8) All recordings from every site must be available on-line via the inmate telephone system workstation interface so system-wide investigations may be performed from a central location at any NMCD prison facility and the NMCD central office. This process shall not require more than one login by an authorized user.</p>
	<p>Answer and Termination Detection</p>	<p>The telephone system must record the method in which the call was accepted or denied. Further, the system must record the method in which the call was terminated. This information must be contained within the call detail records (CDR) and be included in call detail reports.</p>
	<p>Call Detail Reports</p>	<p>(1) The inmate telephone system must provide full call detail reports for use in administrative and</p>

		<p>investigative purposes. The inmate telephone system disk must be capable of all call record detail reports for a period of 2 years online and retain 4 years off system backup/retention. All call detail records must be collected and stored real time at a central, secure location and an offsite backup.</p> <p>(2) The proposed system at a minimum must provide to facility personnel the following reports displaying (online), and printing both real time and historical detail records based on the following criteria:</p> <ul style="list-style-type: none"> (a) Called number and duration (b) Specific date or range of dates (c) Disposition of call (d) All calls placed from a specific telephone or group of telephones (e) Call history (f) Cumulative call progress statistics (g) Method of call acceptance or denial (h) Cost of each call as billed <p>(3) The records must provide the following minimum types of information on all outgoing calls:</p> <ul style="list-style-type: none"> (a) Inmate Name and number (b) Inmate PIN number (c) Method of payment (collect or debit card or other pre-paid) (d) Time of day originated and terminated (e) Date of call (f) Station number originating call (g) Number dialed (h) Line or Trunk group and trunk number call route (i) Duration of call in minutes and seconds (j) Method of call termination (k) Location of the station originating
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		<p>the call (I) Cost of the call</p> <p>(4) The inmate telephone system MUST be able to generate frequency and daily reports including origination number, destination number, inmate PIN, trunk identification number, and other critical data defined by NMCD.</p>
	<p>Prepaid Calling</p>	<p>(1) The inmate telephone system must provide prepaid calling features respective to both the inmate and the called party. The NMCD will not allow the contractor to integrate the inmate prepaid telephone system with the automated inmate trust account or commissary system. The prepaid system MUST allow calling to international numbers, Competitive Local Exchange Carrier (CLEC) numbers, and other numbers that might otherwise not be allowed.</p> <p>(2) Inmate PIN-based Prepay</p> <p>The inmate telephone system must provide a prepaid calling option for inmates with the following features:</p> <ul style="list-style-type: none"> (a) Inmates must be able to purchase prepaid calling cards from the facility's commissary. (b) The prepaid system must allow for international calls and must not require any assistance from a third party. (c) All prepaid calls must be subject to all call restrictions provided with collect calling on the inmate telephone platform such as blocking, velocity, call duration, etc.

		<p>(3) Called Party Prepay</p> <p>(a) The inmate telephone provider must provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following feature:</p> <ul style="list-style-type: none"> • Activate the call with inmate's personal identification number. <p>(b) The successful Contractor must staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.</p> <p>(4) Collect Calls</p> <p>The inmate telephone system must allow inmates to place collect calls to telephone numbers within the United States.</p>
	<p>Officer Check – In</p>	<p>The system must have the capability of allowing corrections officers to “check in” from any phone in the system, entering his/her PIN number and creating a report log of the time, date, and location of the phone used to “check in”.</p>
	<p>System Integrity</p>	<p>It is the responsibility of the Contractor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. The Contractor agrees that:</p>