

To: Procurement File; Public Communications Services, Inc. ("PCS"); inmate telephone services contract

From: James Kirchmeier, Procurement Supervisor

Subject: Emergency contract extension

Date: October 15, 2004

Pursuant to Section 13-1-1 27 NMSA 1978, I hereby determine that there exists a threat to public welfare, safety or property requiring an emergency extension extension of the above-referenced contract until December 31, 2004; or if a prospective bidder other than the incumbent contractor is selected as the new service provider, until the new service provider is able to install inmate telephones and related equipment; whichever is later. The basis for this determination is as follows.

The term of the above-referenced contract is currently set to terminate on October 27, 2004. The Department has issued a request for proposals for inmate telephone and related services. However, the potential bidders have requested and the Department has granted an extension of time to respond to the request for proposals. Additionally, if a prospective bidder other than the incumbent contractor is selected as the new service provider, the new service provider will require a reasonable amount of time to install their inmate telephones and related equipment. If inmate telephone services and inmate telephone monitoring equipment does not remain in place until such time as the new contract becomes effective and the equipment is serviceable, this would create an emergency condition which would seriously threaten the preservation or protection of property, and the health and safety of staff, inmates and the general public. This is due to the fact that the inability of inmates to contact their families and loved ones would substantially increase the possibility of an inmate disturbance. Furthermore, the inability to monitor inmate telephone calls would substantially increase the chances of introducing contraband such as drugs and alcohol into the prison facilities; which would threaten the safety of staff, inmates in the general public.

AMENDMENT #6
**TO AGREEMENT FOR INMATE TELEPHONE CALL MONITORING,
 TELEMEDICINE, NETWORK DISTANCE LEARNING,
 CASHLESS CANTEEN AND RELATED SERVICES**

This Amendment is made and entered into by and between the State of New Mexico, New Mexico Corrections Department (hereinafter referred to as the "Department") and Public Communications Services (hereinafter referred to as the "Contractor").

Whereas the Intrastate Debit Rates as set out in Amendment #5 regarding the differential between Peak and Off Peak per minute charges cannot be implemented because of the limitations in the debit software, the parties therefore desire to amend the Intrastate rate to achieve the average of the Peak and Off Peak rate as set out in Amendment #5.

Wherefore, the Department and Contractor hereby agree to the following debit call rates effective September 1, 2002:

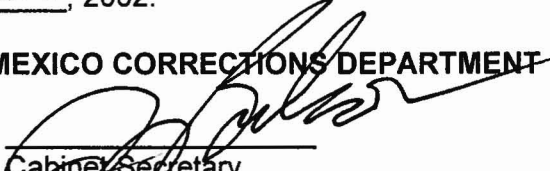
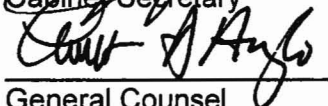
	DEBIT	
	Surcharge	MTS
LOCAL	* \$1.80	\$0.00
INTRASTATE	\$1.50	\$0.14
INTERSTATE	\$1.50	\$0.40

*Flat fee for a 15 minute call duration.

ALL OTHER PROVISIONS OF THE AGREEMENT, INCLUDING THE REQUEST FOR PROPOSALS, THE CONTRACTOR'S PROPOSAL, AND PREVIOUS AMENDMENTS 1 through 4, REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 18th day of September, 2002.

NEW MEXICO CORRECTIONS DEPARTMENT

By: 
 Cabinet Secretary

 General Counsel

PUBLIC COMMUNICATIONS SERVICES, INC.

By: 
 Title: Chief Executive Officer

This Amendment has been approved by the:


 State Purchasing Agent

AMENDMENT # 5
**TO AGREEMENT FOR INMATE TELEPHONE CALL MONITORING,
 TELEMEDICINE, NETWORK DISTANCE LEARNING,
 CASHLESS CANTEEN AND RELATED SERVICES**

This Amendment is made and entered into by and between the State of New Mexico, New Mexico Corrections Department (hereinafter referred to as the "Department") and Public Communications Services (hereinafter referred to as the "Contractor").

Whereas, the Department and Contractor have agreed to the following debit call rates effective July 1, 2002:

	COLLECT			DEBIT		
	Surcharge	MTS		Surcharge	MTS	
		Peak	Off Peak		Peak	Off Peak
LOCAL	* \$2.15	\$0.00	\$0.00	* \$1.80	\$0.00	\$0.00
INTRASTATE	\$1.75	\$0.175	\$0.125	\$1.50	\$0.165	\$0.115
INTERSTATE	\$3.00	\$0.50	\$0.50	\$1.50	\$0.40	\$0.40

*Flat fee for a 15 minute call duration.

ALL OTHER PROVISIONS OF THE AGREEMENT, INCLUDING THE REQUEST FOR PROPOSALS, THE CONTRACTOR'S PROPOSAL, AND PREVIOUS AMENDMENTS 1 through 4, REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties have executed this amendment on the 26th day of June, 2002.

NEW MEXICO CORRECTIONS DEPARTMENT

By: [Signature]
 Cabinet Secretary
[Signature]
 General Counsel

PUBLIC COMMUNICATIONS SERVICES, INC.

By: [Signature]
 Title: Chief Executive Officer

This Amendment has been approved by the:

[Signature]
 State Purchasing Agent
 8.7.2002



March 1, 2002

Mr. Nick D'Angelo
State of New Mexico Corrections Department
Highway 14, Room 107
Santa Fe, NM 87502-0116
Fax: 505/827-8657

Dear Nick:

Per our conversation in January, I have gathered the enclosed contact information for each of the DOC's facilities. This preliminary information is for pricing pertaining to some of the immediate issues regarding the maintenance of physical wiring and other telecommunications facilities related to supporting the inmate telephone system. After you have reviewed the enclosed and/or spoken to some of the staff at the individual facilities, please let me know your thoughts on how you would like to proceed ahead.

Also, per my previous comment, PCS is willing to maintain all the physical wiring and other support requirements related to supporting inmate telecommunications services that would be typically considered inmate telephone infrastructure per the House Bill 133. In an effort to keep in the spirit of the legislation, I propose that we would keep records of any related expenses for maintaining the infrastructure and other related requirement for inmate telecommunications services. At such time of our contract renegotiations, we would review our current cost structure and factor in these expenses into account for reviewing or re-establishing rate. Also, if there are any large capital projects, such as the DOC's building a new facility that will require new wiring or other infrastructure expenses, then we could discuss the ability to amortize out this cost through additional contract renewals and/or create such language in the agreement that allows the DOC to request changes in inmate telephone charges based on increase in the infrastructure cost.

Upon review, please call and we can discuss in further detail. Thank you

Sincerely,



Paul Jennings
Chief Executive Officer

Cc: Tommie Joe
Joe Pekarovic
Doyle Schaefer

Exhibit 1

STATE OF NEW MEXICO

CONTACT	PHONE	COMMENTS
		CENTRAL / HONOR FARM
Utley	505-865-2385	Suggest replacing most wiring with wiring and conduit. J-Boxes on top with 12 pair runs to main interface. (See attached Estimate of \$10,845.98)
		Cabling and conduit costs at Central facility for project in 2001 were approx. \$6,500.
uel Pacheco	505-827-8563	PENITENTIARY
		Estimate attached for areas within the units where wire is exposed and will require continuous services calls. (See attached Estimate of \$17,847.70)
Toby Trujillo	505-625-3114	ROSWELL
		There have been changes in the location of the phones due to the expansion of the facility.
		There are no current or expected cabling issues in Roswell at this time.
		No expected maintenance costs at this facility other than routine repairs.
ny McCants	505-523-3298	SOUTHERN
		There are no known problems with the cabling. No expected cabling changes or anticipated costs at this facility other than routine repairs.
ta Tafoya	505-876-8300	WESTERN
		Facility wants to add 2 phones to the North end trailer units. Will need to pull approx. 1000 ft. of 12 pair cable.
		(See attached Estimate of \$4313.91)(This quote does not include conduit, concrete work or phones and pedestals. This will most likely not be done, but the estimate should be increased by at least \$2,500 to cover additional costs)

**AMENDMENT TO AGREEMENT
FOR INMATE TELEPHONE CALL MONITORING,
TELEMEDICINE, NETWORK DISTANCE LEARNING,
CASHLESS CANTEEN AND RELATED SERVICES**

This amendment is made and entered into by and between the State of New Mexico, New Mexico Corrections Department (hereinafter referred to as the "Department") and Public Communications Services (hereinafter referred to as the "Contractor").

WHEREAS, the parties initially entered into an agreement for a term of three (3) years which was to begin on July 8, 1999 and to end on July 8, 2002; but due to circumstances beyond the control of the parties, the services provided by the Contractor did not begin until October 28, 1999;

WHEREAS, the parties desire to give effect to their intent that the initial term of the agreement be for a term of three (3) years;

WHEREAS, the agreement provides the Department with the option to extend the term for two (2) additional one-year terms and the Department and the Contractor desire to extend the term of the agreement for two (2) years;

WHEREAS, the original Request For Proposals as well as the initial agreement contemplated that the Contractor would provide, at no cost to the Department, a telemedicine application to include installation and maintenance of the complete system, and the Department is now ready to proceed with the implementation of a telemedicine system; and

WHEREAS, several of the Department's prison facilities require the replacement, repair, upgrade and maintenance of telephone lines and related equipment;

THEREFORE, the Contractor and the Department, in exchange for good and valuable consideration, hereby enter into the following amendment to the agreement. The following paragraphs are amended as follows:

2. Term

The initial term of this agreement shall be for a period of three (3) years beginning on October 28, 1999, and ending on October 27, 2002. NMCD hereby exercises its option to extend the agreement for two (2) one-year periods. Therefore, the term of this agreement is hereby extended until October 27, 2004. All terms and conditions of this agreement apply to the option terms exercised. Any changes to terms and conditions are subject to mutual acceptance.

**SYSTEM C: NETWORKED DISTANCE LEARNING CLASSROOM MODULES,
TELEMEDICINE, AND WIRING UPGRADES AND MAINTENANCE**

A.01 SCOPE OF WORK

The Contractor shall provide, at no cost to the Department, a telemedicine system as described herein, and facility wiring and upgrades and maintenance as described in a letter dated March 1, 2002, from Paul Jennings to Nick D'Angelo, with attachments (attached hereto as Exhibit 1 and incorporated by reference), the aggregate total cost of which shall not exceed \$304,656.

As part of this telemedicine system, the contractor will install and maintain a network infrastructure, including a Wide Area Network (WAN) connecting all of the prison facilities sites (attached hereto as Exhibit 2) and/or providing ISDN and/or Internet accessibility from outside the WAN. The Contractor will also provide frame relay T1 bandwidth to all prison facility locations.

The Contractor will provide a network infrastructure which allows for telemedicine consultations to take place with specialists while they remain in their own offices or hospitals (via computer) and those who travel to the Central New Mexico Correctional Facility infirmary.

Additionally, the Contractor shall coordinate with the Department and the Department's designated medical services provider to install the telemedicine system. The Contractor shall not proceed to install the telemedicine network infrastructure nor other components of the telemedicine system until expressly directed by the Department. The Department may require the Contractor to serve as the telemedicine project coordinator between the Contractor, the Department, and the Department's designated medical services provider. The Contractor shall be responsible for the costs of installing and maintaining the telemedicine network infrastructure, any cost of project coordination, and as much of the cost of the telemedicine equipment such that the total of these costs does not exceed \$260,000.

In the event the network infrastructure costs, the telemedicine equipment costs, any project maintenance costs, plus the facility wiring and upgrades and maintenance costs are less than \$304,656, the Contractor will credit the Department with the balance. The Department may, at its option, choose to utilize the balance to require the Contractor to provide to the Department, at no cost to the Department (up to the amount of said balance), a packaged Distance Learning Classroom system, rate reductions, other wiring upgrades, other maintenance services, or other services as agreed to by the parties. In the event that the Department chooses a packaged Distance Learning Classroom system, the network system will provide equipment for continuing education and administration video teleconferencing.

The Contractor shall also be required to provide one dedicated line and toll-free number which can be called by inmates who have been released from prison in order to access recorded information provided by the Department. The cost of this will also be deducted from the \$304,656 mentioned above.

This Agreement and its terms may be renegotiated in the event there is any future legislation and/or regulatory requirements that adversely affect the economics of PCS' ability to provide inmate collect call, debit and telemedicine services required by this Agreement. Both parties agree to renegotiate in good faith any provisions necessary in order to meet such legal or regulatory requirements.

The Department shall be responsible for obtaining all approvals necessary to install the Telemedicine System and Network at the correctional facilities not directly operated by the Department.

ALL OTHER PROVISIONS OF THE AGREEMENT, INCLUDING THE REQUEST FOR PROPOSALS, THE CONTRACTOR'S PROPOSAL, AND PREVIOUS AMENDMENTS, REMAIN UNCHANGED.

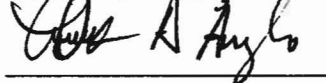
IN WITNESS WHEREOF, the parties have executed this amendment on the 3rd day of June, 2002.

NEW MEXICO CORRECTIONS DEPARTMENT

By:



Cabinet Secretary



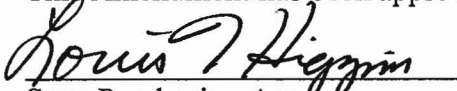
General Counsel

PUBLIC COMMUNICATIONS SERVICES, INC.

By:


Title: Chief Executive Officer

This Amendment has been approved by the:


State Purchasing Agent

8.7.2002

**THIRD AMENDMENT TO AGREEMENT FOR
INMATE TELEPHONE CALL MONITORING,
TELEMEDICINE, NETWORK DISTANCE LEARNING,
CASHLESS CANTEEN AND RELATED SERVICES**

This Amendment is made and entered into by and between the State of New Mexico, New Mexico Corrections Department (hereafter, the "Department") and Public Communications Services (hereafter, the "Contractor").

WHEREAS, during the 2001 Legislative Sessions the New Mexico Legislature passed and the Governor signed into law House Bill 133, which provides that "[a] contract to provide inmates with access to telecommunications services in a correctional facility or jail shall not include a commission or other payment to the operator of the correctional facility or jail based upon amounts billed by the telecommunications provider for telephone calls made by inmates in the correctional facility or jail."

WHEREAS, the Department and the Contractor desire to eliminate the commission which have heretofore been paid by the Contractor to the Department; and to reduce the rates charged for telephone calls made by inmates in correctional facilities operated by the Department.

THEREFORE, the Department and the Contractor agree that effective July 1, 2001, the following provisions of the Agreement are amended as follows:

1. **Compensation.** In exchange for the State of New Mexico Corrections Department (sometimes hereafter, the "Department"), allowing Contractor to place inmate telephones in its prison facilities, the Department will not be required to pay Contractor any monetary compensation for Contractor's provision of Systems A, B, C, and D to the Department.

Contractor will no longer be required to pay the Department a commission on revenues that the Contractor receives from telephone calls made by inmates in Department-operated prison facilities. In exchange for eliminating these commissions, the rates charged by the Contractor for telephone calls made by inmates in Department-operated prison facilities will be reduced in accordance with the schedule attached hereto as Exhibit A, which is incorporated by reference.

2. Paragraph 1 on page 28 of the original Agreement, **Pre-Subscription Commission and Compensation**, is hereby deleted.

3. All other provisions of the Agreement, including the Request for Proposals and the Contractor's proposal, remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 15th day of June, 2001.

**NEW MEXICO CORRECTIONS
DEPARTMENT**

By:


Secretary


General Counsel

**PUBLIC COMMUNICATIONS
SERVICES: Contractor**


Title: 
Paul Jennings

THIS AMENDMENT HAS BEEN APPROVED BY THE:

State Purchasing Agent

EXHIBIT A
STATE OF NEW MEXICO
INMATE OPERATOR SERVICE TARIFF

Collect Calls

		<u>Connect</u>	<u>MTS</u>	<u>Surcharge</u>
1.	Local	\$1.80	\$ 0	\$0.35
2.	Intra State	\$1.75		\$ 0
	<i>Peak</i>		\$0.175	
	<i>Non-Peak</i>		\$0.125	

Debit Calls

		<u>Connect</u>	<u>MTS</u>	<u>Surcharge</u>
1.	Local	\$1.80	\$ 0	\$0.10
2.	Intra State	\$1.50		\$ 0
	<i>Peak</i>		\$0.165	
	<i>Non-Peak</i>		\$0.115	

CONTRACT NO. _____

#02

**AMENDMENT TO AGREEMENT
FOR INMATE TELEPHONE CALL MONITORING,
TELEMEDICINE, NETWORK DISTANCE LEARNING,
CASHLESS CANTEEN AND RELATED SERVICES**

This amendment is made and entered into by and between the State of New Mexico, New Mexico Corrections Department (hereinafter referred to as the "Department") and Public Communications Services (hereinafter referred to as the "Contractor").

WHEREAS, the Request for Proposals and the Contractor's proposal (which are incorporated into the Agreement by reference) state that the Contractor will not charge any rate that exceeds or that is approved by the PRC; and the Contractor's proposal then sets out the then current rate;

WHEREAS, the Request For Proposals, the Contractor's proposal and the Agreement contemplated that the relevant rates could change if the PRC approved rate changes;

WHEREAS, the PRC has approved changes to the relevant rates;

THEREFORE, the Contractor and the Department agree that effective November 15, 1999, the rates to be charged will be in accordance with the schedule attached hereto as Exhibit A, which is incorporated by reference.

All other provisions of the Agreement, including the Request for Proposals and the Contractor's proposal, remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the 10th day of January, 1999.2000

**NEW MEXICO CORRECTIONS
DEPARTMENT**

By: _____

Cabinet Secretary



General Counsel

Corrections Department

**PUBLIC COMMUNICATIONS
SERVICES**

By: _____

Title: CEO

This Agreement has been approved by the:


State Purchasing Agent

By: _____

N/A
Chief Information Officer

STATE OF NEW MEXICO
INMATE OPERATOR SERVICE TARIFF

Collect Calls

Surcharge \$1.80 per Call

Meter Usage

Day \$0.22 per Minute

Evening/Night \$0.15 per Minute

These rates should be identical to U.S. West's present rates, as of January 1, 2000's current rate for operator service intrastate calls in the State of New Mexico. Therefore, both parties agree that the intent is to match this rate.



Audrey Salazar

REC'D
JAN 10 2000
LEGAL

RECEIVED
FEB 2 2000
ADULT PRISON

January 7, 2000

Mr. Nick D'Angelo
New Mexico Corrections Department
Highway 14, Room 107
Santa Fe, NM 87502-0116
Fax: 505/827-8657

Dear Nick:

Per our conversation, enclosed is the revised Amendment, which should reflect your proposed verbiage. I have enclosed four copies and signed all four. Please sign the appropriate number of copies and discard the remaining.

Any further questions please let me know; otherwise, I look forward to receiving an executed copy. Thank you.

Sincerely,

Paul Jennings
Chief Executive Officer

RECEIVED
NEW MEXICO CORRECTIONS DEPARTMENT
JAN 14 2000
505-827-8657

**AMENDMENT TO AGREEMENT
FOR INMATE TELEPHONE CALL MONITORING,
TELEMEDICINE, NETWORK DISTANCE LEARNING,
CASHLESS CANTEN AND RELATED SERVICES**

01

This amendment is made and entered into by and between the State of New Mexico, New Mexico Corrections Department (hereinafter referred to as the "Department") and Public Communications Services (hereinafter referred to as the "Contractor").

WHEREAS, the Department and the Contractor have determined that the C.A.M. system would better meet the needs of the Department with regard to the inmate telephone monitoring system than the Telequip A.C.P. system which was set out in Contractor's proposal,

THEREFORE, the Contractor and the Department agree that although appendices 7, 8, 9, 12 and 13(B) in Contractor's proposal indicate that the Telequip A.C.P. system would be utilized in the inmate telephone monitoring system, the Contract will instead install the C.A.M. system.

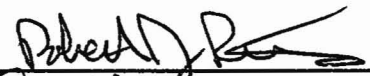
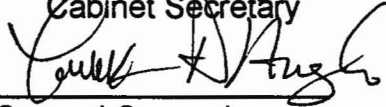
The Contractor agrees to provide the C.A.M. system at no additional cost to the Department, despite the fact that the C.A.M. system will cost the Contractor more than the Telequip A.C.P. system.

All other provisions of the Agreement, including the Request for Proposals and the Contractor's proposal, remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the 28th day of September, 1999.

NEW MEXICO CORRECTIONS
DEPARTMENT

PUBLIC COMMUNICATIONS
SERVICES

By: 
Cabinet Secretary

General Counsel
Corrections Department

By: 
Title: CEO

This Agreement has been approved by the:


State Purchasing Agent 9-29-99

By: _____
Chief Information Officer

Contract No.: _____

Contract Terms and Conditions

**Agreement for Inmate Telephone Call Monitoring, Telemedicine,
Network Distance Learning,
Cashless Canteen and Related Services**

THIS AGREEMENT is made and entered into by and between The State of New Mexico, New Mexico Corrections Department, and Public Communications Services, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Compensation

The State of New Mexico Corrections Department (sometimes hereafter "Department"), will not be required to pay Contractor any monetary compensation for Contractor's provision of Systems, A, B, C and D to the Department. In exchange for the Department allowing Contractor to place inmate telephones in its prison facilities and collect revenues from said systems, Contractor shall pay the Department a commission as set out herein and provide the Department Systems A, B, C and D as set out herein at no cost to the Department.

2. Scope of Work

Commencing upon the effective date of this Agreement, the Contractor will be responsible for furnishing and installing only an Inmate Telephone Call System and an inmate Telephone Call Monitoring System. (Systems A and B). Contractor shall not furnish or install Systems A and B at the Ft. Stanton Correctional Center. Ninety (90) days or more after the effective date of this Agreement, the Department will determine whether Contractor is to proceed with the implementation of all or portions of a Network Distance Learning and Telemedicine System; and/or an Inmate Cashless Canteen System (Systems C and D). If the Department determines that Contractor is to proceed to implement all or some portions of Systems C and/or D, Contractor shall proceed to do so as directed by the Department after the Department and the Contractor have entered into a written amendment to this Agreement, following good faith negotiations, which sets out the compensation to be provided to Contractor (i.e., reduction in commissions paid by Contractor to the Department) taking into consideration the time remaining on the Agreement and the cost of implementing those portions of Systems C and/or D designated by the Department. Contractor's best and final offer will be the guideline for determining these costs.

All of the terms, conditions, specifications and mandatory provisions of the Request

for Proposals (RFP) and Contractor's proposal are hereby made terms and conditions of this Agreement unless expressly provided otherwise herein. In the event of any conflict in the terms of said documents, the order of priority for resolving conflicts shall be: first, this Agreement; second, the Request for Proposals (including any amendments and clarifications); and third, Contractor's proposal.

Specifically, the Contractor shall provide the following:

SYSTEM A: INMATE TELEPHONE SERVICE

1. Detailed Scope of Work:

- A)** The State of New Mexico Corrections Department shall not incur any charges for any of the items or services provided by offeror of System A. Contractor is fully responsible for all costs incurred for the telephone lines, station equipment, cabling, contractor work, associated wiring or any other cost to install and maintain the inmate telephone service.
- B)** If the Contractor chooses to use trunk switching to allow interconnection to both T-1s and local trunks as needed then this feature must be integrated within the ICP (Inmate Call Processor). No external routing devices (such as commercially available PBX/Key Systems or the like) may be used. Integrated trunk selection that is internal to the ICP is the only acceptable means of accomplishing this feature. When multiple trunk groups are used, the integrity of the Call Detail Records and PIN reports must be maintained and must identify the phone used, the trunk used, and the PIN used as well as all standard call detail information. Contractor must submit report samples confirming that this is the case.
- C)** The Contractor may provide a call processor that allows for line sharing. Thus, if any one given line has a problem the call processor shall find the next available line and route the call accordingly without having any given phone down due to problems on individual lines.
- D)** The Contractor will provide a one-to-one ratio of lines to the inmate telephones, or the offer must demonstrate that any concentration of lines will result in a P.001 grade of service. This will be accomplished by the Contractor providing frequent traffic studies on the inmate calling patterns.
- E)** Contractor's equipment must provide the Corrections Department the option to allow inmates to pay for calls from a premise based cash account that is fully integrated with the ICP. This debit feature must rely on the same PIN feature utilized for collect calling and must be enabled via a software upgrade. The system must enable the facility to chose full debit for all calls, debit and collect based on inmate choice, or a combination of debit and collect options based on facility parameters. Facility parameters for this option are as

follows:

- 1) inmate choice on all calls (e.g. inmate chooses to either place a call collect or pay through his/her commissary account.)
 - 2) debit on certain call types (e.g. international and local) and collect on all others or
 - 3) System must provide interconnection with commissary account system to minimize administration of debit accounts.
- F) All debit calls must be rated with mileage and time of day sensitivity based on each originating facility.
- G) Inmates will have the ability to make international debit calls from the ICP's.
- H) Contractor agrees that a text telephone (TTY) will be delivered to a designated facility within three (3) working days of notification that a speech/hearing handicapped inmate is housed in that institution. The text telephone will be provided at no cost to The State of New Mexico Corrections Department.
- I) Concurrence for Disconnection/Removal: No inmate stations will be disconnected/removed without the concurrence of the State of New Mexico.
- J) The Contractor will provide a State-wide (throughout New Mexico) toll free number terminating at a central location chosen by the Department. This toll free line will allow released offenders access to information on State provided services such as educational or employment opportunities, counseling, social service assistance, probation and parole, and other services as determined by the State.

2. Operational Standards:

The system for inmate calling service will have the following operational standards:

- A) Incoming calls must be blocked by the system at all times. One-way out-going services must be blocked beyond simply ordering incoming call restrictions from the L.E.C.
- B) The inmates will only be able to process collect, station-to-station calls unless the debit option is enabled.
- C) Access to 411,911,555-1212, 800/888/877, 900, 10xxx, 950 and any type of direct dialed calls of any type will be prohibited.
- D) Each individual location shall be capable of cutting phone calls off through two

separate methods. The manual cut-off control switches shall over-ride any programmable on activities.

1) Cut-off control switches will be provided to facility officials to control telephone service availability. Each prison facility warden will specify the location of the switches. The uses of the cut-off switches will not adversely impact station performance; i.e., no loss of restrictions or programming capabilities upon return to service.

2) Programmable time restrictions. The facility should have the ability to

turn individual inmate phones on and off under the following guidelines.

(a) Day of Week

(b) Inmate PIN

(c) Individual Inmate Telephone

E) All telephones shall be line powered and will not need any additional power supply.

F) The system will, by function, be completely integrated with the call monitoring and recording equipment designed to monitor and record individual inmate calls. The system will alert the monitoring station operator that a preprogrammed PIN is placing a call or that a preprogrammed terminating telephone number has been dialed by a PIN in the system. It is the responsibility of the offeror to ascertain that Systems A and B are completely integrated and that the clocking between Systems A and B are always exactly synchronized.

G) The system will make available to the operators of the system a selection of informational viewing screens. For example, the telephone summary screen shall provide a listing by PIN of all outside numbers called, and a listing by called telephone number showing what PIN's are calling it. Copies of standard reports will be supplied with the proposal.

3. Inmate Identification System:

A) The ICP must allow for the use of inmate identification numbers as an alternative method of inmate call control. This feature must allow the facility to select the length of the ID code, which may be anywhere between four and eleven digits in length. The capability must exist for each PIN to be associated with an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only - without the need for additional equipment or external devices.

B) Individual PIN lists can have the option to have up to 25 telephone numbers for

outbound purposes, e.g. 20 inmate selected non-attorney numbers, three (3) for attorney numbers and two (2) common numbers for administrative purposes. Calls to attorney telephone numbers will not be monitored or recorded.

C) The State of New Mexico Corrections Department ICP will have the following functionality:

- 1) provide control for inmate call control system
- 2) collect call data shall provide - two (7) calendar days capacity
- 3) produce reports in real time in coordination with the central processor
- 4) two (2) hour battery backup
- 5) collect data from each telephone call immediately after completion of call
- 6) store data in a relational database or equivalent

1. **System Administration Personnel:**

A) The system administrator(s) will be fully trained and equipped to perform all functions related to the normal day-to-day operation and maintenance, but not limited to, the following:

- 1) training of state personnel,
- 2) line testing,
- 3) equipment testing,
- 4) data base information collection,
- 5) data screening and data input,
- 6) standard and custom report generation etc.

B) The Contractor will provide a minimum of 4 system administrators to The State of New Mexico Corrections Department.

C) The system administrator(s) is (are) an employee of the Contractor with an assignment to work with designated The State of New Mexico Corrections Department personnel to keep the system(s) operating at maximum efficiency, and eliminate operational problems and/or security hazards as quickly as possible after they are identified.

D) Contractor personnel will pass criminal identification and record checks. They will also be required to agree to, and abide by, all policies and applicable rules of The State of New Mexico Corrections Department.

E) Service technicians trained by the equipment manufacturer will be available to respond daily in the event that service is required.

F) The control unit at each facility must provide complete system security and allow only operators with the appropriate level clearance to access specific functions.

Multiple levels of access will accomplish this by programmed passwords.

- G) Equipment will be supported by a service response network consisting of a 24 hour a day 7 day a week on line system diagnostic center, accessed by a toll free 800/888/877 number, to provide system monitoring, service alert and rapid service dispatch, if required.

5. On-Site Administrative Features:

The ICP must have a minimum of one on-site administrative terminal per prison facility. This terminal must have the following features:

- A) It must be connected to the ICP via a commercially available, reliable, high-speed, industry recognized (Windows NT or Novell-type) LAN.
- B) Its operational status must not affect the ICP's normal operations in any way.
- C) It must allow for multi-level passwords.
- D) It must allow facility personnel to manage inmate PIN codes, debit accounts, generate call detail reports, record and monitor calls and view call records all from one work station.
- E) It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.
- F) The installation must allow for multiple administrative terminals if needed.
- G) System Administration of PIN's.
 - 1) The ICP must allow for central control of all sites from one location. Such administration must have the capability to manage via a reliable, high-speed, Wide Area Network and must allow for automated inmate movement without the need for administrative intervention.
 - 2) In addition, the ability to manage PIN's and debit accounts via remote access over the WAN or any Department upgrade network must be transparent to the system's normal operations. This WAN implementation must also provide a fully automated method for moving inmate accounts/PIN's when an inmate is transferred from one facility to another. When an individual inmate is transferred between facilities, their individual PIN will automatically be transferred to the new facility and deactivated in the facility that they are departing from. All information relating to that PIN will be carried along with that given transfer.
 - 3) The system will permit an inmate to keep the same PIN and PIN database (permitted telephone numbers and restrictions) regardless of the prison facility

which the inmate is incarcerated at the time.

- H) Personal Identification Numbers will be issued or changed within less than forty-eight (48) hours, Monday through Friday. The clock starts when the offeror receives the order from The State of New Mexico Corrections Department.
- I) The Contractor is responsible for verification of attorney telephone numbers. Attorney telephone calls will not be monitored or recorded.
- J) The system will be able to take an individual station out of service.
- K) The Contractor's system will be able to provide the following call detail information:
 - 1) At the option of the prison facilities, reports by PIN or inmate name for both completed calls and call attempts.
 - 2) Reports on specific PIN(s) on demand.
 - 3) Queries to the system on demand as to whether a specific telephone number(s) is (are) in the system.
- L) The system will have the ability to have restrictions vary by the combination of inmate and called party so that special treatment may be afforded for calls to attorneys or other privileged communications. This feature will include the ability to block, on an individual PIN - called party number basis, calls from being monitored or recorded.
- M) The ICP will have the ability to limit calls to a specified duration by PIN, and by specific telephone numbers assigned to a PIN. In addition to limiting calls to a specific telephone number to a specified duration and limiting total calling minutes to a specified duration; the system will also be capable of cumulating calling time for each PIN up to specified limits for calls placed during a period of 7 days, e.g. 0001 hours Sunday through 2359 hours Saturday.
- N) Call Control Operation
 - 1) The ICP must offer flexible control over the operating hours of each inmate phone. This feature must have the ability to control individual phones or groups of phones with differing schedules. This feature must be remotely programmable.
 - 2) Call Duration Limitation: The ICP must offer flexible control over the duration of each inmate calls. This feature must have the ability to specify call duration by inmate phone or trunk. This feature must be remotely programmable.

6. Call Processing:

The ICP must provide fully automated collect and debit calling without the need for live operator intervention or the use of central office-based automated operator technology.

- A) The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" or "clicks" (e.g. answering machines.) Voice recognition is not an acceptable form of positive acceptance.
- B) Positive call acceptance will be optional to the called party when an inmate initiates a debit call.
- C) During the call set up process, a prerecorded announcement identifying that the collect call is coming from a specific inmate at a specific prison facility will be heard by the answering party.

The "announcement" feature will remain in place when an inmate places a debit call, however the "collect" message will be deleted.

- D) The identification to the called party of the identity of the inmate who is placing the call will be done by a one time pre-recorded statement of the inmate's name. At the prison facilities discretion, it will not be permissible for the inmate to state his/her name during the call set up process.
- E) No pre-acceptance communication by the inmate who is placing the call is permitted. However, the inmate will be able to hear the call set up announcements and acceptance results, which occur, after the call has been answered.
- F) Voice Prompts and Messages:
 - 1) The ICP shall offer clear and concise voice prompts in both English and Spanish.
 - 2) Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on-hold and intercept tones are appropriate. Phone signage, printed handouts, and video-training tapes are not an acceptable alternative to a complete range of voice prompts and messages.
 - 3) The inmate will be able to select the preferred language using no more than a two-digit code.

1. Fraud/Abuse Control:

The ICP must include the following fraud control features:

A) The system will be capable of denying certain specific telephone numbers from inmate calling. The ICP will have the capacity to block at least 100,000 common eleven digit numbers. This must be remotely or locally programmable upon demand.

B) Switch-hook, or 3-Way Call Detect (and subsequent disconnect) during connected call period - Call detail reports must reflect reason for disconnect.

Corrections Department personnel will have the option to have calls that are disconnected by the ICP due to switch-hook detection to be flashed (as an alarm) on the facility terminal screen.

C) Inmate extra digit dialing activity (pounding) detection and disconnection during connected call period - Call detail reports must reflect reason for disconnect.

D) Overlay recording must be random and remotely adjustable for optimal fraud prevention. During the voice overlay, the inmate voice path and keypad must be muted.

Voice overlays must have the option to be enabled either system wide, by PIN or by individual inmate telephone.

E) Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

F) Sound Path Options - The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

G) Frequently Called Number Blocking - The ICP must provide for blocking of calls attempt to a specified number once a specific threshold of call attempts is met. The block on such a given number will only remain block for a pre-programmed amount of time. This threshold must be remotely or locally programmable upon demand.

H) The ICP will have the option to limit the number of completed or attempted calls to specific telephone numbers. (e.g. Only two calls per week to a given

number.)

- I) If the workstation fails, the inmate stations at that prison facility will continue to be operative, if possible, using the automated attendant and all call restrictions.
- J) The system will be capable of limiting the dollar charges to a specific telephone number during a telephone service provider-billing period. The system will not complete and will disconnect calls to that number when the dollar limit is reached. An appropriate announcement will be given to the caller in the case of a no-completion. In the case of a disconnection, a warning tone or appropriate announcement will be given to the caller prior to the call being terminated.

2. Inmate Telephone Compatibility:

- A) The inmate call processor shall be able to connect to any standard telephone instruments with a hookswitch, handset, and 12 button keypad including "ruggedized" telephones specifically designed for use in correctional facilities.
 - 1) DTMF tone dial that is water, flame and shock resistant.
 - 2) Hearing aid compatible.
 - 3) Manual volume control.
 - 4) Noise suppression transmitter.
 - 5) A steel housing that protects the electronic components of the telephone.
 - 6) Paint/finish is mar and scratch resistant.
 - 7) Operating ease with concise instructions on the faceplate.
 - 8) A weatherproof housing design that resists the most severe weather conditions.
 - 9) Industry standard design.
 - 10) An armored handset cord at least 18 inches long, but no more than 24, that is resistant to stretching and breaking to eliminate out-of-service conditions.
 - 11) Tamper proof housing.

9. Station Installation Standards:

- A) Station Code Identification: The Contractor will establish, in cooperation with The State of New Mexico Corrections Department, a systematized method of location codes for each inmate station in a prison facility.
- B) Standard Pattern for Code Assignment: Not only will each inmate station have its own code identifier, but the pattern of code assignment will be the same in each cell block, yard area, etc. in a prison facility. The system will be configured so that in the process of identifying a station, and therefore an inmate, while a call is in progress, several Corrections staff working different elements of the control system will be able to quickly coordinate the identification of the station in

question.

- C) **Required Reports:** The system shall provide the following system and usage reports on a monthly basis. These reports will also be obtainable from the system workstation or centralized administrative workstation for all facilities. A copy of the report for each specific prison facility will be delivered to each prison facility, and to the Adult Prisons Division. Other reports deemed important will be provided by the offeror at no cost.

Record, by day, of PIN adds or deletes by NMCD.
Total billed revenue and commission by NMCD.
Frequently called number report - weekly by PIN and NMCD.
PIN numbers in use.
Station Message Detail (SMD) reports.
Specific numbers called by PIN.
Duration of all calls.
Date and time of all calls.
Call charge - local, Intralata and Interlata.
Inmate telephone being used by location code.
Reports on inmate calling activity by DC Number or inmate name on request.

10. Physical Installation Requirements:

- A) The Contractor shall design the system to meet all environmental requirements to ensure proper operation.
- B) **Surge/Lightning Protection:** Contractor will provide and install at no cost to the State of New Mexico adequate surge and lightning protection equipment on all lines used as a result of this RFP.
- C) Although a minimum of space is available for installation, all ICP's shall be of the design specified for "on-site" installation.
- D) The ICP shall be of compact design requiring a minimum of wall and floor space.
- E) Each ICP shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz-power source drawing any more than 300 watts.
- F) Each ICP shall be equipped with an internal UL listed power supply that is tolerant of line transients, momentary surges, and short duration drop such that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115-volt power cords, external power supplies, or AC-to-DC converters shall be required to support the inmate phone stations.
- G) All wiring and connections to the ICP's shall be made using contractor-supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modem line connections.⁵ Only the termination

blocks shall be allowed to be mounted on the walls of the equipment room.

- H) Each ICP must utilize external cabling (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the ICP's and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.
- I) The Contractor will obtain and provide all permits required by the State Construction Industries Division, and other authorities.

11. Licenses and Certificates

Contractor must have all certificates required by the New Mexico Telecommunications Act and all other licenses required by federal or state law.

Contractor agrees to comply with all applicable rules and regulations of the New Mexico Licensing and Regulation Division.

The Contractor agrees that any ICP installed in any of the prison facilities will strictly adhere to FCC Docket No 92-77. The Docket requires all Inmate Telephone providers "to disclose orally to away from home callers how to obtain information about the price of 0+ calls, without dialing a separate number before the call is connected."

12. International Call Capability

The inmate telephone system installed as a result of the RFP will allow inmates the capability to make collect international calls.

1. Date
2. Time of Call
3. PIN
4. Phone Location

SYSTEM B: MONITORING AND RECORDING EQUIPMENT/SYSTEM

The State of New Mexico Corrections Department shall not incur any charges for any item or service provided by System B.

1. Detailed Scope of Work:

MONITORING AND RECORDING CAPABILITY: System B is composed of equipment to monitor and record telephone calls made using the inmate stations at all prison facilities.

- A) Monitoring and recording equipment will be installed at each facility. The system

will be configured so that real time monitoring and recording can be accomplished from each prison facility pre-selected control room or any pre-assigned location.

- B) The control unit will provide a channel audio activity monitor. This monitor will provide visual indication of active audio recording or active playback audio by channel.
- C) All calls will have a pre-recorded message announcing that all calls are subject to recording and monitoring.
- D) The system will have the ability to playback the audio from any location on the inmate system LAN.
- E) The Offeror will provide specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must not be distance sensitive and must be appropriate for use in specialized settings such as guard towers and security monitoring stations. In addition, off-premise monitoring from multiple locations must be an option. No special equipment (touch tone phone only) shall be required at the remote location.
- F) The recording system will include the capability to simultaneously record all calls from all inmate telephone stations in each facility while providing audio outputs for monitoring randomly selected, or pre-selected, circuits.
- G) The system will make available to the operators of the system a selection of informational viewing screens. For example, the telephone summary screen shall provide a listing by PIN of all outside numbers called, and a listing by called telephone number showing what PIN's are calling it.
- H) The system must offer a scan mode of all active trunks and an option for flagging or monitoring calls based on dialed number, PIN, or upon demand through a request on the administrative terminal.
- I) The control unit will provide the ability to automatically search any previously recorded call. The date/time desired will be displayed. The unit will be able to search at a high speed to an exact point in time/date and stop with no overshoot and begin playing.
- J) Monitoring and Recording must be disabled for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.
- K) Recorded calls must be easily retrievable and must be archived on a reliable, cost-effective digital media such as DAT. Cassette tapes and VHS format tapes are not acceptable.

2. Installation Standards

- A) The Contractor is responsible for the installation of all equipment proposed.
- B) All equipment supplied must be completely operational when installed.

3. Operational Standards

The system for monitoring and recording inmate calls will have the following operational standards:

- A) All calls made by the inmates will be recorded onto a hard drive and then backed up to either a DAT tape or compact discs. In the event of hard drive failure, the system will have the ability to route the incoming audio directly to DAT tape for archive purposes.
- B) An audio output for cassettes will be furnished to supply officers with cassette tape backups to be used specifically for courtroom playback.
- C) The system must provide an option for audio monitoring of inmate calls and for call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals. ICP equipment and monitoring and recording must be time synchronized with a guarantee from the manufacturer that call record time and recording time will match.
- D) System A will be integrated with System B so that call detail records are easily and expeditiously matched.
- E) The Software system will be capable of maintaining a virtually unlimited number of call records (based on storage media). All call records will be stored on site and available to the prison facility on demand.
- F) All call records (digital media) will be stored on site at the individual prison facilities and available to authorized personnel on demand.
- G) The control unit will be capable of being programmed to provide automatic start up and automatic shut down of the entire system at each prison facility at preset times on preset days.
- H) Headphones and speakerphones will be supplied for monitoring.
- I) A 365 day supply of recording media per machine will be supplied. Recording media will become the property of The State of New Mexico Corrections Department.

- J) Software capable of maintaining one full year of call records available on site at facility terminal (based on storage media). System management of these records will be completely automatic and records available on demand.
- K) Selection of archived months for on-line use will be accomplished from a menu selection. Offeror's will explain the procedure for retrieval.
- L) The user will be able to search and locate call records by any or all of the following search fields in any combination
 - 1) Prefix
 - 2) Area code
 - 3) Date or date range
 - 4) Suffix
 - 5) Time or time range.
 - 6) Length of call.
 - 7) Inmate station location code
 - 8) PIN
- M) The ICP/Recording and Monitoring workstation equipment must be able to provide multi-level Password protection. The equipment will display all activity from any workstation utilizing the recording software, to include who logged on, and what function they performed with the ability to display what they monitored or played back.
- N) The software will generate a report of any call to a number under surveillance and automatically generate an alarm to the system operator. The information associated with that telephone number would be automatically linked to any call to that number.
- O) The inmate database will be able to contain the name, PIN, background information, and free form notes about the inmate. Total flexibility will be given to the user to keep the type of information, which is deemed important.
- P) The recording system will be an archival storage/retrieval system designed to provide recording of the total number of inmate stations. The equipment proposed will be designed for continuous recording operation.
- Q) A single workstation will act as a system controller and will provide all control and monitoring for the proposed system, therefore eliminating the need for multiple workstations.

6. Mandatory Specifications

A) Hardware

The inmate phone monitoring and recording software proposed shall operate on a Windows driven computer workstation provided by the Contractor.

A Windows 95/98/NT compatible operating system shall be provided by Contractor. The system shall operate with Windows point and click technology.

B) Conference Call Detection

The system shall be able to detect, in real time, the called party's attempt to access 3-Way or conference calling and disconnect the inmate from such calls.

C) Digital Recording

The system must be able to provide full time digital recording of all calls with the exception of authorized attorney-client calls.

D) Recording Media

All media (DAT or acceptable alternative) used for recording inmate telephone conversations becomes the property of The State of New Mexico Corrections Department. In addition, Contractor agrees to the following:

- a) Authorized attorney calls will not be monitored or recorded.
- a) The system is capable of maintaining an unlimited number of active call records on-line.
- b) The system will provide the capability of archiving and accessing up to one full year of call records on demand.
- c) The system will provide search and retrieval of call records based on:
 - 1. Area Code
 - 2. Telephone Number
 - 3. Date
 - 4. Time of Call
 - 5. Pin
 - 6. Phone Location
- d) The system will provide for automatic alarming of calls made to select numbers from an inmate telephone.

E) Inmate Call Message Detail Information

Equipment shall be installed in each facility that shall provide, or shall provide access to, real time call message detail information, call rating information, and commission audit reports on calls being placed from inmate stations located in the same facility.

F) Processors

- a) Central System Processor: The Contractor shall provide a centralized workstation accessible by facility personnel. This processor will have real time access to each prison facility site processor.
- b) The Contractor agrees that the data base created by the Contractor including, but not limited to, inmate personal identification numbers, telephone numbers associated with inmate PIN lists, message detail information, associated reports, etc., shall become the property of The State of New Mexico Corrections Department. At the expiration of the contract, this information will be made available on disk and/or in paper format.

SYSTEM C: NETWORKED DISTANCE LEARNING CLASSROOM MODULES AND TELEMEDICINE APPLICATION

A.01 SCOPE OF WORK

The Contractor shall be required to provide at no cost to the Department, a packaged Distance Learning classroom system along with a Telemedicine application, which must include installation and maintenance of the complete system. The networked system will provide equipment for continuing education, Telemedicine and administration video teleconferencing. Each location will consist of two video workstations. One workstation will be placed in each of the six DOC Infirmary Rooms to be used as a Telemedicine application and the distance beginning in a designated site at each facility. One analog hub and one codec device will be placed at the DMARK in five of the DOC locations. It is anticipated that the sixth location Academy and CNMCF Medical facility will be the central location. Therefore these locations would need to support a single multi-point conference to all six locations.

The Contractor shall also be required to provide one dedicated line and toll-free number which can be called by inmates who have been released from prison in order to access recorded information provided by The State of New Mexico Corrections Department.

A.02 SPECIFICATIONS

a) Technical Use

- 1) System will allow for direct student instruction and continuing education for staff members that are located at the other locations. Officer training will be conducted from the Academy in Santa Fe out to the five other locations. Contractor must provide products which include the ability to use T.120 data collaboration.

- 2) Contractor will provide an interactive Telemedicine application with the ability to dial into a given infirmary or specified Department of Corrections location for physician consultation purposes.
- 3) System must have the ability to be integrated into environments, which contain TV, tabletop microphones, VCR's, electronic whiteboard, document cameras and other audiovisual equipment which might be used currently and in the future for the purposes of training.
- 4) System must allow for administration training such as committee and budget meetings, human resources, and departmental training.
- 5) System must be scaleable to accommodate future video

b) Mandatory Specifications

- 1) The system must provide at a minimum 30 FPS at line speeds greater than or equal to 384 Kpbs.
- 2) The system must be able to accommodate calls between units in the same building without accessing the external ISDN network.
- 3) The system must include switched 56/64 Kbps capabilities and able to transverse satellite, microwave, commercial, fiber optic and hybrid networks.
- 4) The MCS must include scheduling software which would allow users to originate an impromptu point to point or multi-point videoconference.
- 5) The MCS must initially provide for the connection of eight (8) sites and be scaleable to accommodate up to 48 sites for future growth.
- 6) The MCS must function and operate using the wide area network (WAN) at interchangeable line rates, ranging from 64K to 1.544 Mbps via V.35, RS449 or ISDN (RJ45) connections (IEEE Standard).
- 7) The system must be able to accommodate attachable document cameras, VCRs, remote cameras, monitors, video switches, and television tuners/cable boxes for the benefit of current and future system users. The attachment of such devices must not interfere with normal system operation or with implementation and use of ITU-T standards recommendations.
- 8) The MCS must support ITU-T H.320 video conferencing with future development plans to implement H.323. The MCS must also conform to ITU-T standards recommendations for T.120.
- 9) The system must be able to inter-operate with desktop video conferencing products manufactured by other providers.

- 10) The system must support the addition of non-vendor specific cameras, monitors, and speakers.
- 11) The system must include a Windows-based user interface with an address book or site list to facilitate ease of dialing.
- 12) All users must have full 30 frames per second video in full screen operation.
- 13) MCS may include various methods of switching, but must include voice-activated switching.
- 14) Contractor shall provide all user guides, installation guides, and administration guides in electronic or hard copy format, or both.
- 15) Contractor shall provide a minimum of four (4) hours of staff training on the effective use of the technology.
- 16) Contractor shall provide training to no less than six (6) persons at each site on-site.
- 17) The Contractor shall perform an on-site survey of each DOC location and make recommendations on the equipment location, such as operating rooms, examination rooms, emergency rooms, etc. The Contractor will make recommendations in the event that any special preparations for lighting, electric outlets, communication outlets, air conditioning, ventilation, or acoustics need to be considered.

A.03 EQUIPMENT SPECIFICATIONS

a) Multimedia Conference Server (MCS) Multipoint Control Unit (MCU)

- 1) Functional Characteristics
- 2) Equipment Dimensions
- 3) Common Characteristics
- 4) Audio Performance
- 5) Network Connections
- 6) Environmental Specifications
- 7) Power Requirements
- 8) Regulatory Compliance

b) MCS/MCU Expansion Modules

- A. Bridge Processor Unit (BPU)
 - B. Audio Conference Module (ACM)
 - C. T.120 Data Conference Module (TCM)
 - D. Inverse Multiplexer Processing Unit (IMPU)
 - E. Ethernet Adapter
 - F. Documentation
- c) CODEC: Codec must provide coding and decoding of audio, video and data for transmission across H.320 ISDN public switched network. The successful vendor will have either incorporated H.323 or be able to provide evidence of firm plans and timelines for the successful implementation of H.323 conferencing implementation.
- 1) Functional Characteristics
 - 2) Video Specifications
 - 3) Input / Output Specifications
 - 4) Audio Specifications
 - 5) Line Speeds Supported
 - 6) Power Requirements
 - 7) Environmental Specifications
- d) Camera Specifications
- 1) Receptor element
 - 2) Gain Control
 - 3) Focus
 - 4) White Balance
 - 5) Picture Elements (NTSC)
 - 6) Picture Elements (PAL)

- 7) Horizontal Resolution
- 8) S/N Ratio
- 9) Minimum Illumination
- 10) Magnification
- 11) Focal Length
- 12) Aperture Range
- 13) Horizontal Angle
- 14) Pan
- 15) Tilt

A.04 One (1) dedicated line and toll-free telephone number with ability to access a recorded message and recorded optional messages.

SYSTEM D: AUTOMATED INMATE CASHLESS CANTEEN AND BANKING SYSTEM

- I) The Contractor shall provide, at no cost to the Department a comprehensive fully integrated solution to automation needs in the areas of canteen (commissary), inventory management, inmate banking and inmate medical charges at all prison facilities. Each component of this solution may stand-alone or be a module of a larger more comprehensive system, but all components must have the ability to interface to one another and existing systems.

Contractor shall provide cost information for all software and include proposed hardware configurations.

II) Canteen/Inventory Management Functional Requirements

- 1) The system shall meet all ACA Standards.
- 2) The system shall meet all New Mexico Statute requirements.
- 3) All data entry functions must be real time.
- 4) The system must operate on a TCP/IP network.
- 5) The system shall be capable of managing multiple facilities.
- 6) The software must include an accounting general ledger.
- 7) The system must provide user defined and maintained code tables for all edited field.
- 8) The system shall provide on-line help.
- 1) 9) The software must permit up to 10 canteens simultaneously processing order.

- 10)The system must include an immediate lockout of a debit inmate's card.
- 11) The system must preclude the selling of tobacco items to any inmate under the age of 18.
- 12.The canteen sales process must be able to function using only bar codes and a bar code reader, no keyboard.
- 13.The canteen sales receipt must include: inmate name, ID number, unique receipt number, beginning canteen balance, time and date of transaction, canteen number, itemization of all canteen purchases, purchase total, sales tax amount, ending canteen balance and statement that all sales are final.
- 14.The system must permit voiding canteen sales by line item, or total sale and returning items to inventory and money to the inmate's canteen amount.
- 15.The system must not allow a second canteen sale to an inmate unless 10 minutes has elapsed from the time of the previous sale.
- 16.The system must display the message invalid inmate call if the card does not meet system specifications.
- 17.The system must track all stock by vendor from the creation of an inventory receipt or purchase order.
- 18.The system must provide flexible and customizable reorder points.
- 19.The system must accommodate adjustments to inventory as a result of audits, spoilage, damage, or defects.
- 20.The system must automatically set the sales price for items both with and without tax, calculate and maintain average cost, in addition to the bar code, items must be traceable by a group code.
- 21.The system must include a utility to transfer inventory items between canteens.
- 22.The system must permit the receipt of complete, partial, or surplus items with purchase orders.
- 23.The system must track purchase orders by both a requisition and purchase order number.
- 24.The system must track open purchase orders by both date and vendor.
- 25.Inventory reports must include: Item Listing, Price List, Vendor Listing, On Hand Inventory, Canteen Transfer, Adjustments, Inventory Usage, Canteen Inventory Value, Item Reorder Print.
- 26.The system must record all incoming deposits listing Inmate, Inmate ID, Remitter, Reference Number, Type of Instrument, Amount and any account holds. The system must produce a receipt for all deposits with distribution by housing location, name and ID number.
- 27.The system shall interface with bar code equipment for the purpose of producing and scanning bar coded inmate ID badges and canteen items.
- 28.The system must allow the Inmate's Fund Account to carry up to six different lien holds.
- 29.The system shall print a cash receipt for funds deposited into an inmate's account.
30. The system shall allow charges to an inmate's account for the following:
 - Canteen purchases
 - Medical treatment/drugs/tests
 - Damages to the facility

- Legal postage
31. The system shall display and print deposit charge history data for an inmate's account showing all charges and deposits in detail.
 32. The system must have the ability to print a check for expenditures authorized by the inmate.
 33. The system must have the ability to place as many as twenty inmate names and amounts on a single check.
 34. The system must contain a general ledger to permit journal entries for inmate banking transactions.
 35. The system shall allow funds to be withdrawn from an inmate's account, with the inmate's signed approval, and disbursed to another party. The system shall record the disbursement and the name of the party receiving the check.
 36. The system shall produce a check register and list of cash reimbursements to balance accounts.
 37. The system shall produce a report of all deposits received by an officer.
 38. The system shall produce a report of the total fund balance showing a detailed account of all deposits, checks written and cash disbursements.
 39. The system shall allow the Medical unit to charge an inmate's fund account for medications, medical treatment and tests.
 40. The system will generate a report of all medical charges assessed by an inmate during his/her incarceration.
 41. The system will generate a report by selected time period listing all medical charges assessed by inmates and the medical payments made by inmates.
 42. The system must generate a report of all outstanding medical holds and the itemized amount owed by each inmate.
 43. The system must automatically generate, on a weekly basis, an inmate's canteen draw.
 44. The system must automatically apply deposits directly to an inmate's canteen account if the inmate received less than the maximum amount at the time of the draw. An inmate will never receive more than the maximum draw.
 45. The system must have the capability to generate a check for released and transferred inmates.
 46. The system must allow for a 60-day period following transfer or release of an inmate, the deposit of funds to the inmate's bank account.
 47. The system must have a purge utility to remove historical transaction records beyond a designated date.
 48. The inmate banking system must be integrateable with the telephone system to permit inmate debit phone calls.

OTHER REQUIREMENTS

1) Maintenance Provisions for Systems A, B, C and D.

Requirement: The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain Systems A, B, C and D in good working order and in compliance with the equipment

manufacturer's specifications throughout the life of the contract.

(a) No Charge to The State of New Mexico Corrections Department: No charge will be made to The State of New Mexico Corrections Department, or its using agencies for maintenance on Systems. The State of New Mexico Corrections Department will not be responsible for damage to non-coin stations caused by inmates.

(b) Repairs: Contractor agrees that all equipment, enclosures and software included will be in good working order at test and acceptance, and that the Contractor will repair or replace malfunctioning equipment, enclosures and software and return them to good working order in accordance with the requirements of the RFP.

2) Maintenance Plan Standards for Repair, Center Location, and Personnel Profile for Systems A, B, C and D

The Contractor shall provide maintenance centers from which maintenance personnel will be dispatched to secure the system.

(a) Standards For Repair: The Contractor will adhere to the following minimum standards for repair(s).

The Contractor will have sufficient repair personnel to be able to simultaneously respond to multiple repair events.

The Contractor will provide a free-of-charge repair service number manned by a live, trained attendant(s) to receive trouble reports 24-hours a day, seven days a week, 365 days a year.

The Contractor will inform The State of New Mexico Corrections Department as soon as possible of any occurrence of an unusual nature that may result in serious service interruption. The Contractor will perform any work requiring serious service interruption at a time which will cause minimum disruption to prison facilities.

3) Maintenance Liquidated Damages for Systems A, B, C and D

(a) Minor Emergency

1. The Contractor will respond to a minor malfunction of the equipment and cabling within eight (8) working hours after notification. If the Contractor fails to respond with eight (8) hours, the Contractor agrees to pay to The State of New Mexico

Corrections Department \$400.00 as an initial liquidated damage for each and every calendar day of delay.

2. For the purpose of this proposal, a minor emergency will be defined as, but not limited to, an occurrence of any or all of the following:
 - a) A failure of up to 25% of the inmate stations per facility in a bank of telephones to function as they are normally intended.
 - b) A failure that incapacitates the monitoring and recording capability of up to 25% of the inmate lines per facility.
 - c) A failure of any peripheral equipment which renders it incapable of functioning as it was intended.
 - d) An indication of minor alarm condition in any of the processor equipment.

(b) Major Emergency

1. The Contractor will respond by arriving at the site on a 24-hour per day basis, 7 days per week, 365 days of the year, to a major failure (e.g. processor failure) to the equipment/software within four (4) hours after notification. If the Contractor fails to respond by arriving at the site within four (4) hours, the Contractor agrees to pay to the State of New Mexico Corrections Department \$500.00 per calendar day of delay.
2. For the purpose of the RFP, a major emergency will be defined as, but not limited to, an occurrence of any or all of the following:
 - a) Any failure of a processor or the common equipment which renders the system at a prison facility incapable of performing normal functions.
 - b) A failure that incapacitates the monitoring and recording capability on 26% or more of the inmate stations at a prison facility.
 - c) A failure of 26% or more of the inmate stations in a bank of telephones to function as they are normally intended.

(c) Assessment of Liquidated Damages: Liquidated damage charges specified in the preceding paragraphs will not be assessed

where performance of the Contractors obligations are prevented or delayed by an act of God, freight embargoes, strikes, fire, or acts of government, provided the Contractor notifies the private facilities.

4) Preventive Maintenance for Systems A, B, C and D

(a) Contractor Responsibilities: The Contractor will be responsible for preventive maintenance as may be required by the equipment manufacturer and as necessary to maintain the mean-time-to-fail criteria.

1. **Develop Maintenance Logs:** The Contractor will maintain a log for all prison facility inspections, and for maintenance work performed on all prison facilities, location processors or system control devices, the central processor, and the monitoring and recording equipment. The log is to be submitted to the prison facility periodically as requested.

5) Maintenance Obligation:

Maintenance will include, but will not be limited to, the provision of facilities, personnel, transportation, lodging, labor, parts software, modifications and any other items/services relating to routine and preventive maintenance at no additional charge to The State of New Mexico Corrections Department or prison facilities.

6) Maintenance Responsibility:

Malfunctions which cannot be immediately or unequivocally diagnosed and pinpointed to a certain item of equipment, software, or service will require the participation of all service suppliers until responsibility for the problem has been unequivocally established.

(a) In no instance will the failure to resolve the issue of responsibility relieve any of the service suppliers of the mutual obligation to restore system operability with the least impact on the availability of Systems.

(b) Contractor is Point of Contact: As a part of maintenance responsibilities, the successful Contractor will represent the prison facilities in contacts with the System Provider.

7) Training Plan:

In addition to the training to be provided upon installation, Contractor will provide for on-going training with regard to product or service

enhancements and upgrades as well as training for new employees. The Contractors shall provide a training plan, including the training approach, topics to be covered and time and location of such training. A certified trainer must perform training.

8) ADA Compatible:

Equipment shall meet or exceed all American With Disabilities Act (ADA) requirements. The Contractor shall also provide Telecommunication Device for the Deaf (TDD) units to prison facilities.

9) Delivery and Installation:

Software and hardware must be delivered, installed, and operational within sixty (60) days of contract effective date. The Contractor must provide necessary repair, replacement, corrective upgrades or changes free of charge during the length of the Agreement.

10) Maintenance Capabilities:

The Contractor must provide support of the proposed software and hardware for the length of the agreement. Support personnel must be responsible to the Contractor, and must respond to trouble calls as specified herein.

The Contractor must provide a comprehensive technical manual complete with all schematic and wiring diagrams, printed circuit board drawings and parts list, as well as a comprehensive operation instruction manual.

11) Equipment Installation:

The Contractor shall guarantee that the installation of the equipment and associated wiring shall be made in accordance with all applicable federal and state codes.

12) Site Visits are Mandatory at Each Location:

Site visits are mandatory at each location.

13) Failure to Comply:

Should the Contractor fail to maintain its installed equipment at a level meeting the standard of performance requirement, The State of New Mexico Corrections Department reserves the right to terminate the contract per Section 3, Paragraph B, Page 28 without any penalty

whatsoever upon thirty (30) days written notice to said offeror and institute any necessary legal action.

1. Pre-Subscription Commission and Compensation

The Contractor shall pay The State of New Mexico Corrections Department commission in the amount of 48.25% of gross billable revenue.

- A. The Contractor shall submit a certified warrant indicating the commission due to The State of New Mexico Corrections Department pursuant to the Telephone Services Agreement. Payment shall be made to The State of New Mexico, Corrections Department by the 45th day following the last day of the month for which telephone services were rendered.
- B. The State of New Mexico Corrections Department will not be liable for any charges associated with the Inmate Telephone Services.

2. Term

THIS AGREEMENT shall be for a term of three years beginning on July 8, 1999 and ending on July 8, 2002. The State of New Mexico Corrections Department may extend this Agreement for two (2) additional one-year terms, or portions thereof, by giving the Contractor written notice at least 45 days prior to the expiration of the then current contract term. All terms and conditions of this Agreement apply to any option terms exercised. Any changes to terms and conditions are subject to mutual acceptance.

3. Termination

- A. Termination for Convenience: The Department may at any time terminate this Agreement, in whole or in part, by giving the Contractor 30 days written notice; providing, however, that The State of New Mexico Corrections Department does not have the right to nullify obligations already incurred for performance prior to the date of termination.
- B. Termination for Cause: Either party may terminate the contract for cause based upon material breach of contract by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within 30 days after receipt of a written notice the breaching party has not corrected the breach or in the case of a breach which cannot be corrected in 30 days, begin and proceeded in good faith to correct the non-breaching party may declare the breaching party in default and terminate the contract effective

immediately. The non-breaching party shall retain any and all other remedies available to it under law.

4. Status of the Contractor

The Contractor and his agents and employees are independent contractors and are not employees of The State of New Mexico Corrections Department. The Contractor and his 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 Corrections Department, as a result of the Agreement.

5. Assignment

The Contractor shall not assign nor transfer any obligation under or 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 State of New Mexico Corrections Department.

6. Records and Audits

The Contractor shall maintain sufficient records showing date, time, and nature of services rendered to permit verification by The State of New Mexico Corrections Department. These records shall be subject to inspection by The State of New Mexico Corrections Department, the Department of Finance and Administration, and the State Auditor. The State of New Mexico Corrections Department shall have the right to audit Pre-subscription Commissions both before and after payment by the Contractor. Payment under this Agreement shall not foreclose the right of The State of New Mexico Corrections Department to recover illegal payments by the Contractor.

7. Confidentiality

Any confidential information provided to or developed by the Contractor 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 State of New Mexico Corrections Department.

8. Conflict of Interest

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

9. Amendment

The Agreement shall not be altered, changed or amended except by written instrument executed by the parties.

10. Scope of Agreement

This Agreement including the Request For Proposal's and Contractor's Proposal incorporates all the Agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. In construing this Agreement, any conflict between this document, the RFP and Contractor's Proposal shall be resolved as follows: This document shall be given priority, followed by the RFP, followed by Contractor Proposal.

11. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of The State of New Mexico Corrections Department pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in being denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

12. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

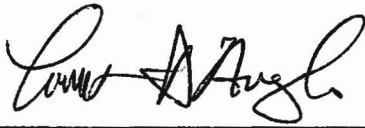
IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date of

New Mexico Corrections Department

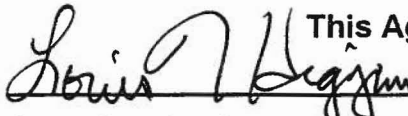
By: Mal Korman, acty
Cabinet Secretary

**PUBLIC COMMUNICATIONS SERVICES
CONTRACTOR**

By: [Signature]
Title: CEO



**General Counsel
Corrections Department**



State Purchasing Agent

This Agreement has been approved by the:

By: _____
Chief Information Officer