



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000071869
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

Telephone No. (972) 277-0691

Price Agreement Number: 00-770-00-03532

Price Agreement Amendment No.: Seven

Term: March 31, 2011 – March 31, 2018

Ship To:
New Mexico Corrections Department
4337 NM 14
Santa Fe, NM 87508

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
Same as 'Ship To' address

For questions regarding this Contract please contact:
Kathleen.Branchal2@state.nm.us 505-827-8616


Title: Inmate Telephone & Call Monitoring Services

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from April 1, 2017 to March 31, 2018 at the same price, terms and conditions.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3.29.17



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000071869
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

Telephone No. (972) 277-0691

Price Agreement Number: 00-770-00-03532

Price Agreement Amendment No.: Six

Term: March 31, 2011 – March 31, 2016

Ship To:
New Mexico Corrections Department
4337 NM 14
Santa Fe, NM 87508

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Invoice:
Same as 'Ship To' address

Email: travis.dutton-leyda@state.nm.us

For questions regarding this Contract please contact:
lori.vigil@state.nm.us 505-827-8616

Title: Inmate Telephone & Call Monitoring Services

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from April 1, 2016 to March 31, 2017 at the same price, terms and conditions.

Also, amend as described in the attached contract amendment.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3.31.16

STATE OF NEW MEXICO
CORRECTIONS DEPARTMENT
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 06

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CORRECTIONS DEPARTMENT**, hereinafter referred to as the "Agency," and **SECURUS TECHNOLOGIES, INC.**, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE CONTRACT ARE AMENDED AS FOLLOWS:

WHEREAS, the parties desire and agree to amend the Contract to make necessary changes in order to comply with the New FCC Order, as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1, Scope of Work, is hereby amended to read as follows:

1. Scope of Work.

The Contractor shall provide the following services hereby added to the Contract:

NEW FCC ORDER REQUIREMENTS

As a result of the new Rates for Inmate Calling Services; Final Rule [47 CFR Part 64 - WC Docket No. 12-375; FCC 15-136] (the "New FCC Order") that was approved in a 3-2 vote by the Federal Communications Commission ("FCC") on October 22, 2015, published in the Federal Register on December 18, 2015, and partially stayed by the Washington D.C. Circuit Court on March 7, 2016, effective March 17, 2016, the terms of the Agreement shall automatically be modified to reflect the following changes, unless the New FCC Order is additionally stayed or modified upon appeal (Contractor is participating with other ITS carriers in a formal request for stay and appeal of the New FCC Order before the United States Court of Appeals, D.C. Circuit). The applicable portions of the New FCC Order that were not stayed and go into effect on March 17, 2016, are as follows:

§ 64.6080 Per-Call, or Per-Connection Charges.

No Provider shall impose a Per-Call or Per-Connection Charge on a Consumer.

§ 64.6090 Flat-Rate Calling.

No Provider shall offer Flat-Rate Calling for Inmate Calling Services

§ 64.6020 Ancillary Service Charge.

(b) No Provider shall charge a rate for a permitted Ancillary Service Charge in excess of:

- (1) For Automated Payment Fees—\$3.00 per use;
- (3) For Live Agent Fee—\$5.95 per use

Both Investigator Pro and Guarded Exchange Services are added to the Contract pursuant to each's respective terms and conditions below:

INVESTIGATOR PRO™

Description:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

GUARDED EXCHANGE SERVICES

Contractor shall provide to Agency such services which shall include but not be limited to proactive monitoring of up to 5% of all inmate calls from the Agency or equivalent forensic analysis services and investigative support as directed by the Agency and mutually agreed to by Contractor.

Agency may cancel and remove both Investigator Pro and Guarded Exchange Services upon thirty (30) days prior written notice to Contractor and, if so, all calling rates noted above shall be reduced \$0.01 as of such date.

3. Term. This Amendment shall commence on March 17, 2016 (the "Amendment Effective Date") and shall remain in effect through the Term of the Contract, which is hereby extended until March 31, 2017.

ATTACHMENT "A"

Calling Rates: Calling rates for all interstate and intrastate calls (including all local and long distance calls) are hereby amended and revised as follows (first column is first minute and second column is per minute) which is applicable to all Agency facilities and all private facilities that house Agency inmates where Contractor is the inmate telephone service provider (currently 3 GEO facilities and 1 CCA facility):

Destination Class	Customer Type	1st Minute	Per Minute
Local	Collect (Direct Bill)	0.08	0.08
IntraLATA Intrastate	Collect (Direct Bill)	0.08	0.08
InterLATA Intrastate	Collect (Direct Bill)	0.08	0.08
InterLATA Interstate	Collect (Direct Bill)	0.08	0.08
IntraLATA Interstate	Collect (Direct Bill)	0.08	0.08
Local	AdvanceConnect	0.08	0.08
IntraLATA Intrastate	AdvanceConnect	0.08	0.08
InterLATA Intrastate	AdvanceConnect	0.08	0.08
InterLATA Interstate	AdvanceConnect	0.08	0.08
IntraLATA Interstate	AdvanceConnect	0.08	0.08
International	AdvanceConnect	0.08	0.08
Local	Debit	0.08	0.08
IntraLATA Intrastate	Debit	0.08	0.08
InterLATA Intrastate	Debit	0.08	0.08
InterLATA Interstate	Debit	0.08	0.08
IntraLATA Interstate	Debit	0.08	0.08
International	Debit	0.08	0.08
Local	Prepaid Cards	0.08	0.08
IntraLATA Intrastate	Prepaid Cards	0.08	0.08
InterLATA Intrastate	Prepaid Cards	0.08	0.08
InterLATA Interstate	Prepaid Cards	0.08	0.08
IntraLATA Interstate	Prepaid Cards	0.08	0.08
International	Prepaid Cards	0.08	0.08

All Debit rates noted above is subject to the Agency obtaining an agreement with Keefe Commissary that Keefe will not charge the 10% debit fund transfer fees to Contractor for inmates adding funds to their debit calling accounts. If such agreement has not been obtained by the Amendment Effective Date, then all Debit rates noted above shall be automatically increased 10%.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE NEW MEXICO STATE PURCHASING AGENT, OR A SPECIFIED DATE, WHICHEVER IS LATER. This Contract as amended shall terminate on 03-31-2017, unless terminated pursuant to article 6 of the original Contract.

Except as expressly amended by this Amendment No. 06. All other articles of the original contract remain the same.

IN WITNESS WHEREOF, parties have executed this Amendment Effective Date, as of the date of signature below or a specified date whichever is later.

By: [Signature] Date: 3/28/16
Agency

By: [Signature] Date: 3/21/16
Contractor

By: [Signature] Date: 3/29/2016
Agency CIO

By: [Signature] Date: 3-28-16
Agency Legal Counsel
(Certifying legal sufficiency)

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.

ID Number: 02-394703-009

By: [Signature] Date: 3/29/14
Taxation and 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: 3/31/16
For
Darryl Ackley, Secretary and State CIO
Department of Information Technology

This Agreement has been approved by the New Mexico State Purchasing Division:

By: [Signature] Date: 3/31/16
State Purchasing Agent



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000071869
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

Telephone No. (972) 277-0691

Price Agreement Number: 00-770-00-03532

Price Agreement Amendment No.: Five

Term: March 31, 2011 – March 31, 2016

Ship To:
New Mexico Corrections Department
4337 NM 14
Santa Fe, NM 87508

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Invoice:
Same as 'Ship To' address

For questions regarding this Price Agreement please contact:
Joseph Rael 505-827-8673

Title: **Inmate Telephone & Call Monitoring Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 1, 2015 to March 31, 2016 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 8/24/15



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000071869
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

Telephone No. (972) 277-0691

Price Agreement Number: 00-770-00-03532

Price Agreement Amendment No.: Four

Term: March 31, 2011 – September 30, 2015

Ship To:
New Mexico Corrections Department
4337 NM 14
Santa Fe, NM 87508

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Invoice:
Same as 'Ship To' address

For questions regarding this Price Agreement please contact:
Joseph Rael 505-827-8673

Title: Inmate Telephone & Call Monitoring Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 31, 2015 to September 30, 2015 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/11/15



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000071869
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

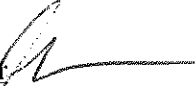
Telephone No. (972) 277-0691

Contract Number: 00-770-00-03532

Contract Amendment No.: Three

Term: March 31, 2011 – March 30, 2015

Ship to:
New Mexico Corrections Department
4337 NM 14
Santa Fe, NM 87508

Procurement Specialist: Gerrie Becker 

Telephone No.: (505) 476-3121

Invoice:
Same as ship to

For questions regarding this Contract please contact:
Albert Montano (505) 827-8673

Title: **Inmate Telephone & Call Monitoring Services**

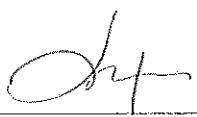
This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Amend contract to reflect the attached changes.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 11/09/11

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

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RECEIVED
STATE PURCHASING AGENCY

2011 NOV -8 AM 10:14

Contract No. 00-770-00-03532

STATE OF NEW MEXICO
CORRECTIONS DEPARTMENT
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 02

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CORRECTIONS DEPARTMENT**, hereinafter referred to as the "Agency," and **SECURUS TECHNOLOGIES** hereinafter referred to as the "Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. Scope of Work.

The Contractor shall provide the following services (list only those services that are being amended or added by this amendment):

Amend Deliverable number seven (7) to read.

Task - "Sale of Inmate Prepaid Debit Cards",

Description - Contractor will sell to each facility the number of cards requested by the facility. Such inmate prepaid debit cards shall be in \$6.50, \$13.00 and \$20.00 increments. Other increments may be accepted upon written approval of both the Agency and the Contractor.

2. Compensation. N/A

Under this Agreement, the Agency shall pay to the Contractor in full payment for services rendered additional compensation at the rate of (AMOUNT) per deliverable/milestone/etc., such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT), shall be paid by the Agency to the Contractor. The total amount of money payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (AMOUNT).

Under Contract # 00-770-00-03532 and all Amendments to said Contract, the total amount of money payable to the Contractor, including gross receipts tax and expenses, shall not exceed (AMOUNT).

3. Term. N/A

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE NEW MEXICO STATE PURCHASING AGENT, OR A SPECIFIED DATE, WHICHEVER IS LATER. This Contract as amended shall terminate on 03-30-2015, unless terminated pursuant to article 6 of the original Contract.

All other articles of the original contract remain the same.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: [Signature] Date: 10/11/11
Agency

By: [Signature] Date: 9-30-11
Contractor

By: [Signature] Date: 10/11/11
Agency CIO

By: [Signature] Date: 05/08/11
Agency Legal Counsel
(Certifying legal sufficiency)

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.

ID Number: 02-394703-009

By: [Signature] Date: 10/14/11
Taxation and 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: 10/26/11
Darryl Ackley, Secretary and State CIO
Department of Information Technology

This Agreement has been approved by the New Mexico State Purchasing Division:

By: [Signature] Date: 11/8/11
State Purchasing Agent



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000071869
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

Telephone No. (972) 277-0691

Contract Number: 00-770-00-03532

Contract Amendment No.: Two

Term: March 31, 2011 – March 30, 2015

Ship to:
New Mexico Corrections Department
4337 NM 14
Santa Fe, NM 87508

Procurement Specialist: Gerrie Becker 

Telephone No.: (505) 476-3121

Invoice:
Same as ship to

For questions regarding this Contract please contact:
Albert Montano (505) 827-8673

Title: **Inmate Telephone & Call Monitoring Services**

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Change vendor number from 0000071871 to 0000071869.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/1/11

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

AM



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000071871
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254

Telephone No. (972) 277-0691

Contract Number: 00-770-00-03532

Contract Amendment No.: One

Term: March 31, 2011 – March 30, 2013

Ship to:
New Mexico Corrections Department
4337 NM 14
Santa Fe, New Mexico 87508

Procurement Specialist: Gerrie J. Becker

Telephone No.: (505) 476-3121

Invoice:
Same as "Ship To"

For questions regarding this Contract please contact:
Albert Montano (505) 827-8673

Title: **Inmate Telephone & Call Monitoring Services**


This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please correct the Contract Term to read: March 31, 2011 thru March 30, 2015.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 09/02/11



State of New Mexico General Services Department

Contract

Awarded Vendor
0000071871
Securus Technologies Inc.
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254

Telephone No. (972) 277-0691

Contract Number: 00-770-00-03532

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
New Mexico Corrections Department
4337 NM 14
Santa Fe, New Mexico 87508

Procurement Specialist: Gerrie J. Becker

Telephone No.: (505) 476-3121

Invoice:
Same as "Ship To"

For questions regarding this contract please contact:
Albert Montano (505) 827-8673

Title: Inmate Telephone & Call Monitoring Services

Term: March 31, 2011 thru March 30, 2013

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

 New Mexico State Purchasing Agent

Date: 03/31/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

RM

2011 MAR 28 AM 11: 21 State of New Mexico

16286 New Mexico Corrections Department

Information Technology
Agreement
Contract No. 00-770-00-03532

THIS Information Technology Agreement ("Agreement") is made by and between the State of New Mexico, Corrections Department, hereinafter referred to as the "Procuring Agency" or "NMCD", and Securus Technologies Inc. hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the Request For Proposals, and the Contractor's response to such document(s) including any best and final offers, are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. "Chief Information Officer ("CIO")" shall mean the CIO of the New Mexico Corrections Department for the State of New Mexico or designated representative.
- D. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- E. "DoIT" shall mean the Department of Information Technology.
- F. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- G. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.

- H. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Procuring Agency, an Enhancement may be identified as minor or major.
- I. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- J. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- K. "NMCD" Shall mean the New Mexico Corrections Department
- L. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- M. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- N. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- O. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- P. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO.
- Q. "Project Manager" shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be NMCD STIU Administrator, Dwayne Santistevan or designated representative.
- R. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- S. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- T. "State Purchasing Division (SPD)"- shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

ARTICLE 2 – SCOPE OF WORK

A. **Scope of Work.** The Contractor shall perform the work as outlined in **Exhibit A**, attached hereto and incorporated herein by reference. The Contractor shall perform the work necessary to provide and install an inmate telephone system with prepaid calling features, which will permit calling to local, intrastate, interstate, international numbers and Competitive Local Exchange Carrier (CLEC) numbers. The Contractor shall not integrate the inmate telephone system with the automated inmate trust account or commissary systems. The specific work which the Contractor shall perform at minimum, is described in **Exhibit A**, attached hereto and incorporated herein by reference. However, notwithstanding the minimum work requirements of **Exhibit A**, it is the responsibility of the Contractor to verify the completeness of the requirements and their suitability to meet the intent of this contract. The Contractor will at all times provide services in compliance with all deliverables in **Exhibit A**.

B. **Performance Measures.** Contractor shall substantially perform the Performance Measures set forth in **Exhibit A**, and shall report at least monthly to the Project Manager on its performance of said Performance Measures. In the event the Contractor fails to obtain the results described in **Exhibit A**, the Procuring Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to **Article 6**.

C. **Schedule.** The due dates, as set forth in **Exhibit A**, shall not be altered or waived by the Procuring Agency without prior written approval, through the Change Management process, as defined in **Article 14**.

D. **License.** Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, license to use, modify, and copy the Securus Technologies software and any and all updates, corrections and revisions as defined in **Article 2** and **Exhibit A**, for the term of this Agreement.

The right to copy the software is limited to the following purposes: archival, backup and training. All archival and backup copies of the software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1) Contractor agrees to maintain, at contractor's own expense, a copy of the software source code to be kept by an escrow agent and to list the Procuring Agency as an authorized recipient of this source code. The source code shall be in magnetic form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the software at the current revision level. Included with the media shall be all associated documentation which will allow the Procuring Agency to top load, compile and maintain the software in the event of a breach.

2) If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the licensed software it provided the Agency; or, if this Agreement is terminated, or if the Contractor breaches this Agreement, the Contractor shall make available to the Procuring Agency: 1) the latest available licensed software program source code and related documentation meant for the licensed software provided or developed under this Agreement by the Contractor and listed as part of the purchase system; 2) the source code and compiler/utilities necessary to maintain the system; and, 3) related documentation for software developed by third parties to the extent that the Contractor is authorized to disclose such software. In such circumstances, Procuring Agency shall have an unlimited right to use, modify and copy the source code and documentation.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. Services provided by the Contractor will be paid by the fees collected by the Contractor from inmates in the New Mexico Corrections System, who place telephone calls using the telephone system offered by the Contractor, and from parties to whom such inmates place collect calls.

B. Payment. Compensation shall be paid to the Contractor solely from the rates charged, based on schedule of inmate calling rates provided in **Exhibit A**. There shall be no compensation paid to the Contractor by the State of New Mexico, or the NMCD, including but not limited to gross receipts taxes under this agreement.

C. Taxes. "The Contractor **shall not** be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the Contractor by any authority". The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

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

D. Retainage. Not Applicable.

E. Performance Bond. Not Applicable.

ARTICLE 4 – ACCEPTANCE

A. **Submission.** Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a description of the deliverable to the Project Manager for acceptance.

B. **Acceptance.** In accordance with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No acceptance shall be made for any Deliverable until the individual Deliverable has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

- 1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
- 2.) Complies with the terms and conditions of the Request for Proposals;
- 3.) Meets the performance measures for the Deliverable(s) and this Agreement;
- 4.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
- 5.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s).

C. **Rejection.** Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s), the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE NMCD, DoIT, AND NEW MEXICO THE STATE PURCHASING AGENT. This Agreement shall terminate four (4) years from the day after the contract is fully executed, unless terminated pursuant to Article 6. The Procuring Agency reserves the option to renew the initial contract on an annual basis, or any part thereof, for up to four (4) additional one year terms, or any portion thereof. In no case will this contract, including renewals thereof, exceed a total of eight (8) years in duration. No contract term, including extensions and renewals, shall exceed four years if the Agreement is less than \$25,000 or exceed eight years if the Agreement exceeds \$25,000 as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

- A. **General.** By the either Party upon written notice to be delivered to the other party not less than one hundred twenty (120) business days prior to the intended date of termination.
- B. **Appropriations.** By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least thirty (90) business days prior to the effective date of the termination.
- C. **Regulatory Authority.** By the Procuring Agency, if during the term of this agreement or any renewal or extension hereof, the Contractor is determined not to have all required regulatory authority and approvals to provide the services under this agreement.
- D. **Obligations and Waiver.** By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. **Contractor,** In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

- 1.) Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
- 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Procuring Agency;
- 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
- 4.) Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency programs;
- 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
- 8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred;
- 9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Procuring Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall 1) Retain ownership of all work products up to and including all equipment, infrastructure, and documentation created pursuant to this Agreement; and 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

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

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Contractor hereby acknowledges and grants to the Procuring Agency during the Term of this Agreement, and any renewal hereof, a nonexclusive, royalty free license to use and copy the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement, including but not limited to the software license set out in Article 11C.

Contractor Background Technology shall mean all procedures, designs, drawings, models, trade secrets, know-how, source codes, software and other documentation, information and technology proprietary to the Contractor, which Contractor (i) has acquired or acquires from third parties, (ii) creates outside of its performance of its services under this Agreement, or (iii) relates to skills and knowledge of a general nature acquired by the Contractor in the course of performance of services under this Agreement. Contractor retains all rights, including, but not limited to, Intellectual Property Rights in any and all of the Contractor Background Technology provided to the Agency under this Agreement. For purposes of clarification, the definition of "Know How" and "Intellectual Property" are in reference to Agency's rights and ownership thereto.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body

against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law; and
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or
- 3.) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for the duration of this agreement, after

Acceptance and implementation by the NMCD. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. *Contractor agrees that all personnel providing services under this agreement, including all persons to be identified subsequently, have undergone thorough criminal record history reviews, and Contractor affirmatively represents that none has a criminal record (not including petty misdemeanors).* Key personnel shall be:

Steven Cadwell, Account Manager
John Jacoby, Service Manager

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes and certification of the above criminal background check prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse

effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable, as outlined in Exhibit A.

B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1) The Project Manager shall draft a written Change Request for Executive Level Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change requests, once approved, become a part of the contract and become binding as a part of the original contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

Not applicable

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Procuring Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

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

ARTICLE 20 – SUBCONTRACTING

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

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

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

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

ARTICLE 27 – EMPLOYEE PAY EQUITY REPORTING

A. Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the

stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. **Severable.** The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. **Merger/Scope/Order.** This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For the NMCD
Dwayne Santistevan, STIU Administrator
New Mexico Corrections Department
4337 NM 14, Santa Fe, NM 87508
Phone - 505-827-8275 Fax - 505-827-8801
Dwayne.santistevan@state.nm.us

For the CONTRACTOR

Dennis Reinhold
Vice President and General Counsel
14651 Dallas Parkway
Suite 600
Dallas, Texas 75254
972-277-0318
DReinhold@securustech.net

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: 3-22-11
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		<p>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:</p> <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>

		<p>(1) The Contractor is familiar with the local conditions under which this inmate telephone service system must perform.</p> <p>(2) The Contractor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system. The NMCD will not provide support or office space for the contractor's site administrators.</p> <p>(3) The Contractor is solely responsible for all services proposed. Notwithstanding the details presented in this RFP, it is the responsibility of the Contractor to verify the completeness of the requirements and their suitability to meet the intent of this RFP. The Contractor, at no extra cost to the NMCD or the State of New Mexico and with no increase in rates, must provide any additional services, required by the State to meet these specifications.</p>
	<p>Automated Diagnostics and Maintenance</p>	<p>The proposed system must have automated diagnostics and problem reporting features, which alert Contractor and NMCD staff when issues arise with software and/or hardware to include the following:</p> <p>(1) The system software/hardware must perform self-test diagnostics without NMCD personnel intervention.</p> <p>(2) When the system detects a problem, at minimum a notification must immediately be displayed to the support staff in the Contractor's maintenance center and NMCD system screen. Contractor must have remote system support capability.</p> <p>(3) Contractor MUST include with its submitted offer, clear, concise well-documented information describing the operation of the diagnostic system.</p>

		<p>(4) Core component failures, servers and controllers must be repaired within 4 hours.</p> <p>(5) Phone groups or multi phone areas with problems must be resolved within 8 hours.</p> <p>(6) Single phone failures must be resolved by next business day.</p> <p>(7) Contractor must notify the NMCD of any failures immediately with an estimated restoration time. Contractor must provide updates to the assigned facility coordinator every four hours until service is restored.</p>
	<p>Repair Time Criteria by Level</p>	<p>(1) Level I - repair must be made by the end of the next business day.</p> <p>What constitutes a Level I repair: one of multiple phones is not operational, monitoring and recording not functioning in one housing area.</p> <p>(2) Level II - repair must be made within 8 hours.</p> <p>What constitutes a Level II repair: entire inmate housing area not operational.</p> <p>(3) Level III - 4-hour physical response and/or remote reset and repair.</p> <p>What constitutes a Level III repair: multiple inmate housing areas phones are not operational, monitoring and recording not functioning properly, entire system failure.</p>
	<p>Uninterrupted Power Supply (UPS)</p>	<p>The Contractor must provide uninterruptible power supplies (UPS) for the Inmate Telephone and Call Monitoring System and any necessary telecommunication equipment at the NMCD facilities and central office. The UPS must prevent potential problems or interruptions with</p>

		<p>the Inmate Telephone and Call Monitoring System, which are caused by power failures, surges, and spikes. The UPS must provide a minimum thirty (30) minutes of continuous back-up battery power in the event of electric system outage, brown-out, or no back-up power generator service. In the event of a power failure, if the Inmate Telephone and Call Monitoring System has been powered by the UPS for thirty (30) minutes with back-up battery power, the UPS must initiate a “graceful” shutdown of the Inmate Telephone and Call Monitoring system.</p> <p>The Contractor is responsible for maintaining the UPS per manufacturer’s instructions and warranty for the term of the Agreement.</p>
	<p>Miscellaneous Telephone Equipment and Wiring</p>	<p>Contractor must provide as part of this Contract all non-expendable miscellaneous equipment such as computer, printer, modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. Contractor must provide one (1) complete workstation at each of the following facilities (PNM, SNMCF, WNMCF, RCC, SCC, NMCD’s Central Office, and any other future site) and two (2) workstations at CNMCF. Contractor to provide list of Equipment at each location that will be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software must be security level based and password protected. All power, network, and communication wiring needed for the system is to be installed by the Contractor. All traffic for phone system is to be on a separate physical phone network. No sharing of agencies data network resources shall be used for the phone infrastructure.</p> <p>Any workstations connected to the Inmate</p>

		<p>Telephone and Call Monitoring System must be 2GHz or faster processors with 256 RAM or more.</p> <p>All workstations connected to the Inmate Telephone and Call Monitoring System MUST be running Windows XP, in order to conform to NMCD workstation standards. These workstations must run the State of New Mexico's standard virus protection software.</p>
	<p>Call Blocking</p>	<p>The system must be capable of blocking an unlimited number of individual numbers. Contractor must state the method and quantity of telephone numbers the system can block. Blocked numbers must be able to be entered at a central location and at each facility and have immediate affect either at the facility level or system-wide.</p>
	<p>Inmate PIN System</p>	<p>(1) The inmate telephone system must be capable of assigning a unique PIN for each inmate. Each PIN must be a nine (9)-digit number in length. The PIN number must be the inmate number (5 digits) and a random 4-digit number. The PIN number must be automatically transferable when an inmate is transferred from one facility to another. The system must provide an automated PIN setup feature that allows an NMCD employee to set up the inmate PIN account. The Contractor must convert PIN numbers used in present system to the proposed system with no use of NMCD employee time. At the present time there are approximately 10,000 current PIN numbers.</p> <p>(2) Each PIN number must link to a call duration table, call velocity table (# of calls allowed within a specified time frame), programmable free calls table and phone usage periods table.</p> <p>(3) Each inmate PIN must have the ability to have an associated call allowed number list that includes telephone numbers the inmate is</p>

		<p>permitted to call.</p> <p>(4) The inmate telephone system must provide a method for facility personnel to continually build and set up the allowed number list for each existing and future inmate PIN/PAN.</p> <p>(5) The Contractor must provide for initial set up of PAN's for every existing inmate PIN with no use of NMCD employee time.</p>
	<p>Call Validation</p>	<p>(1) All called numbers must be validated at a central location, on a real time basis to eliminate access to blocked numbers, payphones, pagers or other unacceptable numbers.</p> <p>(2) A method for completing calls to Competitive Local Exchange Carrier (CLEC) customers in real time must be provided. The system must provide a method for completing calls to CLEC customers on the first and subsequent calls.</p>
	<p>Controlled Access</p>	<p>(1) The proposed inmate telephone system MUST provide facility officials with a means of controlling general access to telephone services. The system must provide a means to set telephones and groups of telephones in or out of service at predetermined times</p> <p>(2) Facility officials MUST have the capability of shutting down all telephones in a housing unit, all telephones in the entire facility or all phones system-wide from a single central interface at each facility.</p> <p>(3) Contractor must provide a manual cut-off switch at the facilities where system is located.</p>
	<p>Operator Services, Voice Prompts and Calling Instructions</p>	<p>(1) The system proposed must be designed to use only an automated operator, with clear and concise instructions to place inmate calls. Absolutely no live operator access is allowed. At a minimum, language options must include</p>

		<p>English and Spanish. The Contractor MUST develop, deliver, and provide in detail, the process a call would follow including voice prompts, validation process, and acceptance/denial process.</p> <p>(2) If additional languages should be required, the system must be capable of providing automated operator voice prompts in up to ten (10) languages, chosen by the NMCD at no extra cost to the NMCD. Modification or addition of languages must be made at no extra cost to the NMCD.</p> <p>(3) Contractor MUST be willing to use the following "Scripts" when collect calls, inmate prepaid calls (inmate debit card), and called party prepaid calls are placed.</p>
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	<p>Call Scripts</p>	<p><u>1. Script for Type of Call - Collect Calls:</u></p> <p>Hello, "You are about to receive a Collect Call from _____ [Inmate Name], an inmate housed at the _____ [Name of Institution]. Before accepting this collect telephone call, please be advised that accepting a collect call will cost you more than it would if you prepaid for this collect call. Collect calls are charged at <u>\$0.65</u> cents for up to a 20 minute call; and prepaid collect calls are charged at <u>\$0.59</u> cents for up to a 20 minute call. If you still want to accept this collect call, please touch *(__). To prevent future calls from this facility touch *(__). If the call is accepted the prompt must state, "This call is subject to monitoring and recording." The script must also include information as to how the caller should follow voice prompts, how calls will be validated, and how the call(s) can be accepted or denied.</p> <p>*(__) – must be a single sign (star (*)) or pound (#) or digit)</p> <p><u>2. Script for Type of Call - Inmate Prepaid Calls (inmate debit card):</u></p> <p>Hello, "You are about to receive _____ [Type of Call] from _____ [Inmate Name], an inmate housed at the _____ [Name of Institution]. If you still want to accept this _____ [Type of call], please touch *(__). To refuse this _____ [Type of Call] press *(__). To prevent future calls from this facility touch *(__). If the call is accepted the prompt must state, "This call is subject to monitoring and recording." The script must also include information as to how the caller should follow voice prompts, how calls will be validated, and how the call(s) can be accepted or denied.</p> <p>*(__) – must be a single sign (star (*)) or pound (#) or digit)</p>
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		<p>3. <u>Script for Type of Call - Called Party Prepaid Calls:</u></p> <p>Hello, "You are about to receive a _____ [Type of Call] from _____ [Inmate Name], an inmate housed at the _____ [Name of Institution]. Before accepting this telephone call, please be advised that accepting _____ [Type of Call] you will be charged at _____ cents per minute. If you still want to accept this _____ [Type of Call], please touch *(). To prevent future calls from this facility touch *(). If the call is accepted the prompt must state, "This call is subject to monitoring and recording." The script must also include information as to how the caller should follow voice prompts, how calls will be validated, and how the call(s) can be accepted or denied.</p> <p>*() – must be a single sign (star (*)) or pound (#) or digit)</p>
<p>Testing of Inmate Telephone System</p>		<p>Contractor will perform and support all testing with NMCD identified staff of the ITCM system prior to implementation of the new system. Testing will include all equipment/software, installation, modifications, and any connectivity required for the services at the following locations:</p> <ul style="list-style-type: none"> • 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 during the term of this contract.

Encryption		Contractor must provide and install an inmate telephone call monitoring service that provides for full 128 bit encryption.
Reliability		<p>Contractor must provide for the following:</p> <ul style="list-style-type: none"> • Data Centers that are Tier IV with uptime of 99.995%, maximum 0.4 hours/year downtime (TIA-942) • Network with redundant firewall • A network that allows for every call to be written twice • Authentication with unique and fully trackable logins <ul style="list-style-type: none"> o Role Based Security levels o Logging of all individual activity with audit trail reporting o Implementing Agency system administrator • Watermarking for all data and recordings using the inmate telephone and call monitoring system without the loss of quality.

D. Deliverable Number 4. Proposed Recording System Details

<u>Deliverable Four</u>		<u>Due Date</u>	<u>Compensation</u>
Proposed Recording System Details		120 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Proposed Recording System Details	Security Envelope	Recorded conversations stored in the system must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external CD, DVD medium and/or transmission by e-mail. The Contractor must provide expert testimony regarding security of the call recordings if required. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc).	

	Locking Calls	Via a workstation, the system must allow administrators to “lock” call recordings to ensure their retrieval beyond the on-line storage period (e.g. 30 days, 90 days, etc.). Once a call recording is locked, it must be available on-line until unlocked.
	Search and Play Parameters	<p>The contractor’s system must meet the following minimum requirements:</p> <ol style="list-style-type: none"> 1) Allow administrators to search for calls completed and recorded during a specific time period. 2) Allow administrators to search for calls placed at a specific inmate telephone. 3) Allow administrators to search for calls placed to a specific destination number. 4) Allow administrators to search for calls containing pre-defined “keywords”. 5) Allow administrators to search for calls made by phones assigned to a specific group. 6) Allow administrators to playback on-line recorded calls from remote locations via the workstation within 10 seconds of selection by the operator. 7) Playback of recorded calls must not require any media change. 8) Off-line records must be accessible within 10 seconds when accessing remotely.
	Live Monitoring/Remote Monitoring	The inmate recording system must allow for live monitoring in real time, without any interference to existing recording operation. This feature must be available locally over the workstation PC’s speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the NMCD must have the capability while monitoring, to terminate the call from the phone keypad. Monitoring must not be detectable by the callers and the system must be able to allow multiple

		endpoints to monitor ongoing conversations.
	Hot Number Alerts	<p>The system must allow an administrator to designate "Hot" PINs, or "Hot" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Hot" PINs or destination numbers, the system must automatically call destination numbers designated by the NMCD. The system must allow system administrators to add or remove destination numbers from the hot list table. These designated numbers must include any standard phone number or phone on the state phone system, cell phones, and pagers. When personnel receive an alert call from the system, they must be prompted for a security code and then immediately able to monitor the call in progress. The recipient must be undetected by the inmate and called party; however, they must have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers must send information to the specified pager including the number being dialed, the PIN used in dialing, etc. The system at a minimum must allow the chain of three numbers to be called in sequential form to alert facility personnel.</p>
	Reports	<p>The inmate telephone system must provide system administrators with the capability to print reports directly from the search screen. After selecting parameters such as origination number, destination number, date, time, keywords, or group, the system must be able to provide a return list of calls matching the criteria. The system must allow this list to be printed in report format. Additionally, the system must provide the ability to produce call count reports as well as frequency reports based on the above listed criteria.</p>
	Attaching notes to Call Detail Records	<p>System users must be able to attach a note document to any call record for the purposes of inclusion of information such as the case number or other investigative data. This note must become a permanent part of the call detail record and have the capability to be saved to disk and used in word processing programs such as Microsoft Word and still retain the formatting. In addition, the inmate telephone system must have the capability to conduct searches on the information contained within the notes, i.e. case number,</p>

		inmate name, etc.
	User Password System	Security must be maintained by a multi-level password system based on user access requirements. The system must allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions must include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements.
	User Log	As a security precaution, the system must provide a user log. Only those users with administrator level access shall be able to review the user log. The log must include user access to the system, the time and date of each access, and the action taken during the user access.

E. Deliverable Number 5. Rates, Fees, and Costs

<u>Deliverable Five</u>		<u>Due Date</u>	<u>Compensation</u>
Rates, Fees, and Costs		Thru the Term of This Contract	\$0.00
Task Item	Sub Tasks	Description	
Rates, Fees, and Costs	Rates, Fees, and Costs	<p>The Contractor is responsible for ensuring that all inmate telephone call and monitoring services and the awarded rates comply with all applicable federal, state and local regulations including, but not limited to, New Mexico and federal law, and the rules, regulations and orders of the New Mexico Public Regulation Commission (PRC) and the Federal Communications Commission (FCC). All awarded rates, fees, and agency approved costs shall be fixed for the term of the contract as outlined below and shall be inclusive of all travel, overhead, profit, regulatory fees and surcharges, and administrative expenses ("Fixed Rate"). The Fixed Rate shall include all rates, fees, and charges of every kind associated with a call to include Universal</p>	

		<p>Service fees, and there shall be no separate or additional charge to inmates or their families for time prompts, rate information requested, operator assistance, or any other functions.</p> <p>If the customer's choice of payment is to pay using a money order or certified funds for which the customer pays a third party entity (such as the US Postal Service or Western Union) or an entity not affiliated with having a business relationship with the Contractor or with regard to the subject matter of this contract or the RFP, those costs of the customer shall NOT be included in the Fixed Rate. The Fixed Rate does not include the Federal, State, County, City taxes, and a return check charge for non sufficient funds (NSF) on services provided.</p> <p>Any attempt to impose such additional charge(s) during the term of this contract shall be grounds for (1) immediate termination of the contract and/or (2) payment of liquidated damages of \$1,000.00 for each call on which the Contractor attempts to impose such a charge in violation of this requirement, in the sole discretion of the Procuring Agency.</p>
	<p>No Commissions</p>	<p>Neither the State of New Mexico or NMCD will accept any commission from the inmate telephone traffic nor is it soliciting commissions from any contract award.</p>
	<p>Inmate Prepaid Call Rate (Debit Cards)</p>	<p>The Contractor will propose a single, per call Fixed Rate (up to 20 minutes) for an inmate prepaid call inclusive of all fees, call setup or connect charges, or any other costs incurred for all Inmate Prepaid Calls, including all Local, Intrastate and Interstate calls originating within the continental United States, its territories and protectorates, and Canada. The Fixed Rate shall be a single blended rate for all inmate prepaid calling rates and should be clear to anyone who might make use of this form of calling. The awarded rate for this deliverable shall be disclosed in ATTACHMENT "A" of this contract.</p>
	<p>Inmate "Collect Call" Rate</p>	<p>The Contractor will propose a single, per call Fixed Rate (up to 20 minutes) for all inmate collect calls <i>inclusive</i> of all fees, call setup or connect charges, or any other costs incurred, for all Collect Calls including all Local, Intrastate</p>

		<p>and Interstate originating within the continental United States, its territories and protectorates, and Canada. The Fixed Rate shall be a single blended rate for all inmate collect call rates and should be clear to anyone who might make use of this form of calling. The awarded rate for this deliverable shall be disclosed in ATTACHMENT "A" of this contract.</p>
	<p>"Called Party" Prepaid Call Rate</p>	<p>The Contractor will propose a single, per call Fixed Rate (up to 20 minutes) for all "Called Party" prepaid call inclusive of all fees, call setup or connect charges, or any other costs incurred for all Called Party Prepaid Calls including all Local, Intrastate and Interstate originating within the continental United States, its territories and protectorates, and Canada. The Fixed Rate shall be a single blended rate for all inmate "called party" prepaid call rates and should be clear to anyone who might make use of this form of calling. The awarded rate for this deliverable shall be disclosed in ATTACHMENT "A" of this contract.</p>
	<p>International Call Rate</p>	<p>The Contractor will propose a single, per call Fixed Rate (up to 20 minutes) for an international call inclusive of all fees, call setup or connect charges, or any other costs incurred for all international calls. The Fixed Rate shall be a single blended rate for all inmate International call rates and should be clear to anyone who might make use of this form of calling. The International Call Fixed Rate shall be the same for Inmate Prepaid, Inmate Collect Calls, and Called Party Prepaid Calls. The awarded rate for this deliverable shall be disclosed in ATTACHMENT "A" of this contract.</p>
	<p>Rate for Non Sufficient Funds (NSF)</p>	<p>If the Contractor requires a return check charge for non sufficient funds, the Contractor must propose a single return check charge for non sufficient funds (NSF) that is the lesser of \$25 or the charge actually assessed on the Contractor by its chartered bank for such NSF checks. The awarded rate for this deliverable shall be disclosed in ATTACHMENT "A" of this contract.</p>

	Inmate Prepaid Debit Cards	The Contractor must purchase the outstanding prepaid debit cards from the Procuring Agencies commissaries at each facility wherein they were provided upon termination of the contract
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F. Deliverable Number 6. Testing of Inmate Telephone System

<u>Deliverable Six</u>		<u>Due Date</u>	<u>Compensation</u>
Testing of Inmate Telephone System		120 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Testing of Inmate Telephone System		<p>Contractor will provide and install an inmate telephone call monitoring system (which meets the system requirements in deliverable 4) to include all equipment, software, modifications, support, and any connectivity required for the services at the following locations:</p> <ul style="list-style-type: none"> • 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 during the term of this contract. 	

G. Deliverable Number 7. Inmate Pre-Paid Debit Cards

<u>Deliverable Seven</u>		<u>Due Date</u>	<u>Compensation</u>
Inmate Pre-Paid Debit Cards		See Below	\$0.00
Task Item	Sub Tasks	Description	
Initial/onetime distribution of Inmate Prepaid Debit Cards (Due date: within 10 days of contract execution)		<p>Contractor will provide an initial/onetime distribution of a given number of prepaid debit cards directly to each facility as listed:</p> <ul style="list-style-type: none"> • Penitentiary of New Mexico (PNM), Santa Fe, NM - #2500 cards; • Central New Mexico Correctional Facility (CNMCF), Los Lunas, NM #2000 cards; • Western New Mexico Correctional Facility (WNMCF), Grants, NM - #1000 cards; • Southern New Mexico Correctional Facility (SNMCF), Las Cruces, NM - #1000 cards; • Roswell Correctional Center (RCC), Hagerman, NM - #500 cards; • Springer Correctional Center (SCC), Springer, NM - #500 cards 	
Sale of Inmate Prepaid Debit Cards (Due Date: thru the term of the contract)		<p>Contractor will sell to each facility the number of cards requested by the facility. Such inmate prepaid debit cards shall be in \$10.00 denominations only.</p>	
Purchase outstanding prepaid debit cards		<p>Contractor will purchase the outstanding prepaid debit cards from the Implementing Agency commissaries at each facility wherein they were provided upon termination of the contract.</p>	

H. Deliverable Number 8. Maintenance and Support

<u>Deliverable Eight</u>		<u>Due Date</u>	<u>Compensation</u>
Maintenance and Support		Thru the Term of this Contract	\$0.00
Task Item	Sub Tasks	Description	
Maintenance and Support		<p>Contractor will provide a dedicated service team for the maintenance and support of the inmate telephone and call monitoring system/services.</p> <p>Contractor will provide a technical support team that will provide 24X7 technical support for the inmate telephone and call monitoring system/services with the established repair time criteria by level established for this agreement.</p> <p>Contractor will provide technical support to implementing agency and their facilities via a toll-free number, website, and /or email.</p> <p>Contractor will provide access to the help desk issue tickets by identified NMCD staff. The tickets must have at minimum but not limited to the details of the problem/resolution, current status, and the timestamp of when the ticket was opened and closed.</p>	

I. Deliverable Number 9. **Upgrades to Inmate Telephone and Call Monitoring System/Services**

<u>Deliverable Nine</u>		<u>Due Date</u>	<u>Compensation</u>
Upgrades to Inmate Telephone and Call Monitoring System/Services		Thru the Term of this Contract	\$0.00
Task Item	Sub Tasks	Description	
		<p>Contractor will provide the agency with any upgrades to the Inmate Telephone Monitoring System (i.e., hardware, software, voice biometrics features, training and any other upgrade associated with the system) at no cost to the state, inmates, or the inmates' families.</p> <p>Contractor must notify NMCD identified staff within at least seven (7) business days notice when upgrades will be released and provide a description of the upgrade and its impact on the system.</p>	

J. Deliverable Number 10. **Disaster Recovery Plan**

<u>Deliverable Ten</u>		<u>Due Date</u>	<u>Compensation</u>
Disaster Recovery Plan		80 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Create a Disaster Recovery Plan		<p>Contractor must provide NMCD a disaster recovery plan to include but not limited to the following:</p> <ul style="list-style-type: none"> • Policies and procedures for disaster recovery • Backup and storage for call recordings and call data • Measures taken to prevent a disaster situation • Disaster recovery sites and location • Remote connectivity <p>Contractor must provide updates to the Disaster Recovery Plan as changes occur through the term of this contract.</p>	

K. Deliverable Number 11. Calling Instructions/Services for Inmates and Their Families

<u>Deliverable Eleven</u>		<u>Due Date</u>	<u>Compensation</u>
Calling Instructions/Services for Inmates and Their Families		20 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Provide Calling Instructions for the Inmates and their Families for different call types		<p>Contractor must provide user friendly, easy to understand detailed calling instructions for the different type of calls available to inmates, to include but not limited to:</p> <ul style="list-style-type: none"> • Inmate Debit Prepaid • Inmate Collect • Called Parry Prepaid • Inmate Flat Rate 	
		<p>Contractor must clearly identify the following in the instructions:</p> <ul style="list-style-type: none"> • Prerequisites for establishing the account for the inmate and family to make calls • Identify the different types of calls • Clearly define the Payment options for each type of call (to include where to deposit money, who to contact (name, phone#)) 	
		<p>Contractor must make the instructions available to the inmates and their families through the following mediums:</p> <ul style="list-style-type: none"> • Website • Pamphlets to be made available at corrections visiting areas and phone stations • Customer care call centers • Automated voice responses 	

		<p>Contractor must provide the instructions in the following languages:</p> <ul style="list-style-type: none"> • English • Spanish • Any other language identified and required by the State, depending on the need, at no additional cost to the State, the inmates, and/or their families.
		<p>Contractor will provide different payment options for the inmates friends and family to include, but not be limited to:</p> <ul style="list-style-type: none"> • Western Union • Visa, MasterCard, (via phone) • Check, (by phone) • Money order, cashiers check by US Mail
		<p>Contractor will provide the first call to the end user phone number as a "free call". The account will be immediately setup after the initial free call.</p>

L. Deliverable Number 12. **Billing Services**

<u>Deliverable Twelve</u>		<u>Due Date</u>	<u>Compensation</u>
Billing Services		20 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Billing Services		<p>Contractor will provide a 24X7 full service end user support to include the following:</p> <ul style="list-style-type: none"> • Internet address • Automated voice response 	

M. Deliverable Number 13. **Bi-Annual and Annual Reviews**

<u>Deliverable Thirteen</u>		<u>Due Date</u>	<u>Compensation</u>
Bi-Annual and Annual Reviews		See Below	\$0.00
Task Item	Sub Tasks	Description	
Bi-Annual and Annual Reviews	Meet Bi-Annually, every 180 days from acceptance of the installed system.	Contractor will schedule and meet with NMCD for Bi-Annual performance briefings.	
	Meet Annually – Every November	Contractor will schedule and meet with NMCD for Annual briefings, to include and address the needs of the NMCD, and any technology updates and releases.	

N. Deliverable Number 14. **Inmate and Victim Services Toll Free Number**

<u>Deliverable Fourteen</u>		<u>Due Date</u>	<u>Compensation</u>
Inmate and Victim Services Toll Free Number		30 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Inmate and Victim Services via a Toll Free Number with 3 options		<p>Contractor will provide and make available a functioning toll free number for the following services:</p> <ol style="list-style-type: none"> 1. Option 1: the inmate may report criminal activity which will be connected to NMCD's Security Threat Intelligence Unit Administrator. 2. Option 2: customer service for the inmates to handle inmate issues and will be connected to NMCD's Security Threat Intelligence Unit Administrator. 3. Option 3: victim hotline for victims of crime which will be connected to the NMCD's victim's services coordinator. 	

O. Deliverable Number 15. **Helpdesk Support for Inmates Families**

<u>Deliverable Fifteen</u>		<u>Due Date</u>	<u>Compensation</u>
Helpdesk Support for Inmates Families		20 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Helpdesk Support		<p>Contractor will provide helpdesk support to the inmates families via a toll-free number, website, and email.</p> <p>Contractor will provide access to the help desk issue tickets to identified implementing agency staff. The tickets must have at minimum, but not be limited to, the details of the problem/resolution, current status, and the timestamp of when the ticket was opened and closed.</p>	

ATTACHMENT "A"**Rates Fees and Costs**

Rate Structure*	Call Made To	Time of Day	Effective Cost Per Minute	Total Cost of 20 Minute Call
Inmate Pre-paid Card (Inmate Paid)	Intra-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-State	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
Inmate Collect Call (Friends and Family Paid)	Intra-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-State	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
Called Party Pre-paid Call (Friends and Family Paid)	Intra-LATA	Day	0.0295	\$0.59
		Evening	0.0295	\$0.59
		Weekend	0.0295	\$0.59
	Inter-LATA	Day	0.0295	\$0.59
		Evening	0.0295	\$0.59
		Weekend	0.0295	\$0.59
	Inter-State	Day	0.0295	\$0.59
		Evening	0.0295	\$0.59
		Weekend	0.0295	\$0.59
International Pre-Paid Card (Mexico) - Inmate Paid	Mexico	Day	0.25	\$5.00
		Evening	0.25	\$5.00
		Weekend	0.25	\$5.00
Note. Same International rates apply to locations listed below.				

PROPOSED INTERNATIONAL RATES

(A call rate of \$5.00 per 20 minutes will be available for the following countries:

- Afghanistan (Islamic State Of)
- Albania (Republic Of)
- Alberta
- Algeria (People's Democratic Republic Of)
- American Samoa
- Andorra (Principality Of)
- Angola (People's Republic Of)
- Anguilla
- Antigua & Barbuda
- Argentine Republic
- Armenia (Republic Of)
- Aruba
- Australia
- Austria
- Azerbaijani Republic
- Bahamas
- Bahrain (Kingdom Of)
- Bangladesh (People's Republic Of)
- Barbados
- Belarus (Republic Of)
- Belgium
- Belize
- Benin (Republic Of)
- Bermuda
- Bhutan (Kingdom Of)
- Bolivia (Republic Of)
- Bosnia And Herzegovina
- Botswana (Republic Of)
- Brazil (Federative Republic Of)
- British Columbia
- British Virgin Island
- Brunei Darussalam
- Bulgaria (Republic Of)
- Burkina Faso
- Burundi (Republic Of)
- Cambodia (Kingdom Of)
- Cameroon (Republic Of)
- Cape Verde (Republic Of)

- Cayman Islands
- Chad (Republic Of)
- Chile
- China (People's Republic Of)
- Colombia (Republic Of)
- Costa Rica
- Cote' D'ivoire (Republic Of)
- Croatia (Republic Of)
- Cyprus (Republic Of)
- Czech Republic
- Democratic Republic Of The Congo
- Denmark
- Dominica
- Dominican Republic
- Ecuador
- Egypt (Arab Republic Of)
- El Salvador (Republic Of)
- Equatorial Guinea (Republic Of)
- Estonia (Republic Of)
- Ethiopia (Federal Democratic Republic Of)
- Faroe Islands
- Fiji (Republic Of)
- Finland
- France
- French Guiana (French Department Of)
- Georgia
- Germany (Federal Republic Of)
- Ghana
- Gibraltar
- Greece
- Grenada
- Guadeloupe (French Department Of)
- Guam
- Guatemala (Republic Of)
- Guyana
- Honduras (Republic Of)
- Hong Kong, China
- Hungary (Republic Of)
- Iceland
- India (Republic Of)
- Indonesia (Republic Of)
- Iran (Islamic Republic Of)
- Iraq (Republic Of)

- Ireland
- Israel (State Of)
- Italy
- Jamaica
- Japan
- Jordan (Hashemite Kingdom Of)
- Kenya (Republic Of)
- Korea (Republic Of)
- Kuwait (State Of)
- Kyrgyz Republic
- Lao People's Democratic Republic
- Latvia (Republic Of)
- Lebanon
- Lesotho (Kingdom Of)
- Libya (Socialist People's Libyan Arab Jamahiriya)
- Liechtenstein (Principality Of)
- Lithuania (Republic Of)
- Luxembourg
- Macao, China
- Malawi
- Malaysia
- Mali (Republic Of)
- Malta
- Manitoba
- Marshall Islands (Republic Of The)
- Martinique (French Department Of)
- Mauritania (Islamic Republic Of)
- Mauritius (Republic Of)
- Mexico
- Micronesia (Federated States Of)
- Moldova (Republic Of)
- Monaco (Principality Of)
- Mongolia
- Montenegro (Republic Of)
- Montserrat
- Morocco (Kingdom Of)
- Mozambique (Republic Of)
- Namibia (Republic Of)
- Nepal
- Netherlands (Kingdom Of The)
- Netherlands Antilles
- New Brunswick
- New Caledonia (Territorie Francais D Outre-Mer)

- New Zealand
- Newfoundland
- Nicaragua
- Niger (Republic Of The)
- Nigeria (Federal Republic Of)
- No Mariana Islands
- Norway
- Nova Scotia
- Oman (Sultanate Of)
- Ontario
- Pakistan (Islamic Republic Of)
- Panama (Republic Of)
- Paraguay (Republic Of)
- Peru
- Philippines (Republic Of The)
- Poland (Republic Of)
- Portugal
- Puerto Rico
- Qatar (State Of)
- Quebec
- Romania
- Russian Federation
- Rwanda (Republic Of)
- San Marino (Republic Of)
- Saskatchewan
- Saudi Arabia (Kingdom Of)
- Serbia (Republic Of)
- Singapore (Republic Of)
- Slovak Republic
- Slovenia (Republic Of)
- South Africa (Republic Of)
- Spain
- Sri Lanka (Democratic Socialist Republic Of)
- St Vincent Grenadine
- St. Kitts & Nevis
- St. Lucia
- Sudan
- Suriname (Republic Of)
- Swaziland (Kingdom Of)
- Sweden
- Switzerland (Confederation Of)
- Syrian Arab Republic
- Taiwan, China

- Tajikistan (Republic Of)
- Tanzania (United Republic Of)
- Thailand
- The Former Yugoslav Republic Of Macedonia
- Trinidad & Tobago
- Tunisia
- Turkey
- Turkmenistan
- Turks Caicos Islds
- Uganda (Republic Of)
- Ukraine
- United Arab Emirates
- United Kingdom Of Great Britain And Northern Ireland
- Uruguay (Eastern Republic Of)
- Us Virgin Islands
- Uzbekistan (Republic Of)
- Vatican City State
- Venezuela (Bolivarian Republic Of)
- Viet Nam (Socialist Republic Of)
- Yemen (Republic Of)
- Yukon/Nw Territories
- Zambia (Republic Of)
- Zimbabwe Republic Of)