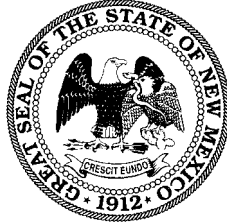


STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
STATE PURCHASING DIVISION



REQUEST FOR PROPOSALS

RFP#: 90-361-00-1086

**INMATE TELEPHONE AND
CALL MONITORING SERVICE**

Issue Date: July 25, 2008

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I. INTRODUCTION

A. *Purpose of this Request for Proposals*

The State of New Mexico's Department of Information Technology (DoIT) in coordination with the State of New Mexico Corrections Department (NMCD) is requesting proposals for an Inmate Telephone and Call Monitoring Service for inmates and inmate families with the ability for NMCD Central Office to perform oversight and monitoring.

B. *Summary Scope of Work*

The purpose of this Request for Proposals (RFP) is to select an Offeror who can provide telephone and call monitoring services including all equipment, installation, maintenance, support and any connectivity required for the 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.

Offeror will provide telephone and call monitoring services, including all equipment, installation, maintenance, support and including any connectivity required at no cost to the State of New Mexico, Department of Information Technology (DoIT), or New Mexico Corrections Department (NMCD).

Offeror is required to propose equipment and connectivity for local, intralata, interlata, interstate, and international services including installation, maintenance and collections.

C. *Scope of Procurement*

The scope of procurement encompasses the acquisition and operation of a complete inmate telephone and call monitoring system, to include all equipment, software, services, maintenance and required infrastructure upgrades. The contract shall be executed at no cost to the State of New Mexico, Department of Information Technology (DoIT), or the New Mexico Department of Corrections.

The initial contract shall begin on the date of award, as indicated in Section II.A "Sequence of Events", or as soon as possible thereafter, for a term of one (1) year. The contract may be amended by mutual agreement of the parties upon written notice by either party to the other. The Agency reserves the option to renew the initial contract on

an annual basis, or any part thereof, for up to three (3) additional one year terms or any portion thereof. In no case will this contract, including all renewals thereof, exceed a total of four (4) years in duration. After the initial term, the rates thru the duration of the contract cannot increase more than a total of 5% for the duration of the contract including all renewals/amendments and adjustments. All renewals/amendments and adjustments must be approved by DoIT and the SPA. This procurement will result in a single source award.

D. Procurement Manager

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name; address and telephone numbers are listed below.

Name: Anna Sandoval-Vigil, Procurement Manager
Address: Office of the Chief Information Officer (OCIO)
5301 Central Avenue, NE, Suite 1500
Albuquerque, New Mexico 87108
Telephone: (505) 841-6605
Fax: (505) 841-4780
Email: Anna.Sandoval-Vigil@state.nm.us

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Anna Sandoval-Vigil, Procurement Manager
c/o State Purchasing Division
Montoya State Office Building
1100 St. Francis Drive, Room 2016
Santa Fe, NM 87505

Any inquiries or requests regarding this procurement **MUST BE** submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees **DO NOT** have the authority to respond on behalf of SPD.

E. Definition of Terminology

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Corrections Department/Department of Information Technology .

"Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

“Contractor” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"DFA" means the Department of Finance and Administration for the State of New Mexico.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“Expected Annual Value” means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State’s projection or best estimate shall be final and accepted by the Contractor.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Secretary of Department of Information Technology for award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Interlata Service” means telecommunications between a point located in a local access and transport area and a point located outside such area. (Per the Federal Communications Commission)

“Intralata Service” means service within local access and transport areas, ie, local service.

“Interstate Calls” are telephone calls originating in one state and terminating in another.

“International Calls” are calls that terminate outside of the United States.

“Incremental Plan” means the phased in requirements set forth in the Executive Order.

“Local Call” means any call using a single switching facility; any call for which an additional charge, i.e., toll charge, is not made to the calling or called party

“Local Access and Transport Area” (or LATA) means a contiguous geographic area-- (Per the Federal Communications Commission)

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

“Offer” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as Insure New Mexico!

"Offeror" is any person, corporation, or partnership that chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate

to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

"Structural Modifications" means any type of changes or alterations to a building whether it be related to construction or data/electrical wiring.

F. Background Information

1. Agency mission
The New Mexico Corrections Department, as an integral part of the criminal justice system, provides public safety through a continuum of custody, control, supervision, programs and services for offenders, with professionalism, progressive management, and fiscal responsibility.
2. Agency description
The New Mexico Corrections Department, a cabinet level department, was created by an act of the legislature of New Mexico in 1978. The purpose of the Corrections Department Act... is to create a single, unified department to administer all laws and exercise all functions formerly administered and exercised by the corrections and criminal rehabilitation department and to ensure a comprehensive criminal justice system in New Mexico.

G. Procurement Library

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. *Sequence of Events*

The Procurement Manager will make every effort to adhere the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	DoIT	7/25/08
2.	Pre-Proposal Conference (Mandatory)	NMCD/DoIT & Potential Offerors	8/1/08
3.	Return of Acknowledgement for Distribution List	Potential Offerors	8/1/08
4.	Site Visit (Mandatory)	NMCD/DoIT & Potential Offerors	8/1/08
5.	Deadline to Submit Questions via e-mail	Potential Offerors	8/7/08
6.	Response to Written Questions/RFP Amendments	NMCD/DoIT	8/11/08
7.	Submission of Proposal	Offeror	8/20/08
8.	Proposal Evaluation	Evaluation Committee	8/21/08 to 9/12/08
9.	Selection of Finalists	Evaluation Committee	9/16/08
10.	Best and Final Offers from Finalists	Offeror	9/29/08
11.	Oral Presentation by Finalists	Offeror	09/30/08 & 10/1/08 (if needed)
12.	Finalize Contract	NMCD/DoIT, Offeror	10/3/08 thru 10/17/08
13.	Contract Award	State Purchasing	10/20/08
14.	Protest Deadline	Offeror	11/4/08

B. *Explanation of Events*

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the Department of Information Technology and the State Purchasing Division of the General Services Department.

2. Pre-Proposal Conference (**Mandatory**)

A **MANDATORY** Pre-Proposal Conference will be held on the date indicated in the Sequence of Events, at 10:00 a.m. Mountain Standard Time at the New Mexico Corrections Department Auditorium, 4337 NM Highway 14, Santa Fe, New Mexico. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is mandatory and a prerequisite for acceptance of a proposal.

3. Return of Acknowledgement of Receipt of RFP Form for Distribution List

Potential offerors **MUST** hand deliver, at the pre-proposal conference, the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form **MUST** be signed by an authorized representative of the organization, dated and returned based on the date indicated in the Sequence of Events for the Pre-Proposal Conference.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

4. Site Visit (**Mandatory**)

A **MANDATORY** site visit of the Penitentiary of New Mexico, 4311 State Road 14 in Santa Fe, New Mexico, will take place at 1:00 p.m. Mountain Standard Time on the date indicated in the Sequence of Events. This site visit is required by all potential offerors. Potential vendors arriving late or failing to comply with rules, policies and procedures of the New Mexico Corrections Department for admission to the facility will not be given access to the facility.

The site visit will allow offerors to identify any and all proposed structural modifications that maybe required. All modifications identified at the site visit **MUST** be defined within the project plan to include equipment and connectivity required. Site visit will be coordinated through the Procurement Manager.

If offerors have questions during the site visit, they **MUST** be e-mailed to the Procurement Manager by the deadline specified in the Sequence of Events.

Attendance at the Site Visit is mandatory and a prerequisite for acceptance of a proposal.

5. Deadline to Submit Additional Written Questions

Potential offerors may submit additional written questions via e-mail as to the intent or clarity of this RFP until close of business per the date indicated in the Sequence of Events for the Pre-Proposal Conference. All written questions **MUST** be addressed to the Procurement Manager (See Section I, Paragraph D).

6. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted on the State Purchasing Division's web site and a notice of the same will be e-mailed to potential offerors that submitted the "Acknowledgement of Receipt of Request For Proposals Form" according to the date specified in the Sequence of Events.

Additional written requests for clarification of distributed answers and/or amendments **MUST** be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

A new Acknowledgment of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and hand delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. (E-mail replies are unacceptable in this case.) Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, Offeror's organization name shall be dropped from the procurement distribution list.

7. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER AS DESIGNATED IN THE SEQUENCE IN THE EVENTS NO LATER THAN 2:00 P.M. MOUNTAIN STANDARD TIME ON WEDNESDAY, AUGUST 20, 2008.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals **MUST** be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals **MUST** be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Inmate Telephone and Call Monitoring Request for Proposals. Proposals submitted by facsimile or other

electronic means will not be accepted. Proposals **MUST** be addressed and delivered to:

Anna Sandoval-Vigil, Procurement Manager
c/o State Purchasing Division
Montoya State Office Building
1100 St. Francis Drive, Room 2016
Santa Fe, NM 87505

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

8. Proposal Evaluation

An evaluation committee appointed by Agency management will perform the evaluation of proposals. This process will take place during the time period indicated in the Sequence of Events. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

9. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist offerors on the date indicated in the Sequence of Events. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations and product demonstrations will be determined at this time.

10. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date specified in the Sequence of Events. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

11. Oral Presentation and Demonstration by Finalists

Finalist offerors will be required to present their proposals to the Evaluation Committee. Finalist offerors will also be required to present a demonstration of their product at this time. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held in Auditorium of the NMCD Central Office Building, 4337 NM 14, Santa Fe, New Mexico on the date indicated in the Sequence of Events. Each presentation will be limited to no

more than two (2) hours in duration with the first hour limited for the demonstration of the product and the second hour for questions from the Corrections Department.

12. Finalize Contract

The contract will be finalized on the date(s) specified in the Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next offeror without undertaking a new procurement process.

13. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the State Purchasing Division will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the State Purchasing Agent.

The contract shall be awarded to the offeror or offerors whose proposal has met the evaluation factors set forth in the RFP. The proposal may or may not have received the most points.

The award is subject to appropriate State approvals.

14. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end at of close of business on the date indicated in the Sequence of Events. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the State Purchasing Agent.

Michael C. Vinyard
State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

Protests received after the deadline will not be accepted.

C. General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal Form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency hiring, before any subcontractor is used during the term of this agreement.

If utilized, the offeror must identify any and all sub-contractors (by sub-contractor company name) OR explicitly indicate that no sub-contractors are being used in the Letter of Transmittal Form.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Agency personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal

request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed products or service until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending a written notice to the contractor. The Agency's decision, as to whether sufficient appropriations and authorizations are available, will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. Number of Responses

Offerors shall submit only one proposal. One Rate proposal shall be submitted for each specific type of call as indicated in Appendix C; **multiple options contained within the proposal will NOT be considered and will disqualify the offeror.**

B. Number of Copies

Offerors shall provide six (6) identical copies of their proposal (Binder 1), two (2) copies of their proposal (Binder 2), and six (6) copies of any (optional) supporting documentation (Binder 3) to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals as specified in Section II, Paragraph A. ("Six identical copies" is defined as the original and five copies of the original.)

C. Proposal Format

All proposals **MUST** be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

D. Proposal Organization

1. Organization and Indexing

The proposal **MUST** be organized and indexed in the following format and **MUST** contain, as a minimum, all listed items in the sequence indicated.

BINDER #1:

- a) Letter of Transmittal Form
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Specifications

BINDER #2:

- e) Rate Proposal Form (Appendix C)
- f) Rates to Current Customers Form (Appendix D)
- g) Response to Agency Terms and Conditions (Optional)
- h) Offeror's Additional Terms and Conditions (Optional)
- i) Appendix F Campaign Contribution Disclosure Form
- j) Appendix E New Mexico Employees Health Coverage Form

BINDER #3 (Optional):

- k) Other Material (optional)

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate binder, indicated as Binder #3.

2. Order of Items

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP, section "C" proposal format.

3. Inclusion of Completed Forms

All forms provided in the RFP **MUST** be thoroughly completed and included in the appropriate section of the proposal.

4. Cost/Rate Discussions

All discussion of proposed rates **MUST** occur only in the Rate Response Form (reference Appendix C).

5. Marking of Binders

Proposal binders **MUST** be clearly labeled and numbered. The original copy of each binder should be clearly marked as such on the front of the binder.

Any proposal that does not adhere to these requirements may be deemed non responsive and rejected on that basis.

E. Letter of Transmittal Form

Each proposal **MUST** be accompanied by a Letter of Transmittal Form located in APPENDIX F. The form **MUST** be completed and **MUST** be signed by the person authorized to obligate the company.

IV. SPECIFICATIONS

Offerors **MUST** respond in the form of a thorough narrative to each mandatory specification. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly.

A. Information

1. Agency Resources

The following resources will be provided to contractor for use on this contract:

- The space that is currently being used to house telephone/monitoring and related equipment will be provided by NMCD/DoIT.

NMCD/DoIT will not purchase any equipment or be responsible for any connectivity in providing the required services.

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed at all facilities and locations, identified in the introduction on page 1 as being operated or as designated by NMCD/DoIT.

B. Mandatory Business Specifications

1. Site Visit

Offerors **ARE REQUIRED** to attend the site visit at the Penitentiary of New Mexico, 4311 State Road 14, Santa Fe, New Mexico, on date indicated in the Sequence of Events. This will allow offerors to identify any and all proposed structural modifications that maybe required. All modifications identified at the site visit **MUST** be defined within the project plan to include equipment and connectivity required. Site visit will be coordinated through the Procurement Manager.

2. Corporate Experience

Offerors MUST submit a description of relevant corporate experience, which thoroughly describes how the offeror has supplied expertise for similar contracts and work related to inmate telephone and call monitoring service.

3. Corporate References

Proposals MUST include three (3) external client references from clients who have received similar services from the offeror within the last 5 years and has been receiving continuous services from the offeror for more than 2 years. The following information that **MUST** be provided about **each** reference is:

- a. Name of Government entities or private company(s) services were provided for.
- b. Address of entity or company
- c. Name of contact person (**MUST** be available for contact)
- d. Current telephone number of contact person
- e. Dates services were provided (start and end date are required)
- f. Rates to Current Customers Form (reference Appendix D) for that reference

4. Offeror Staff Experience

Offerors MUST submit resumes of all proposed professional staff members who will be performing services under the contract. Offerors **MUST** include experience for the last 10 years. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) **MUST** include the name of the individual(s) and a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's minimum experience requirements as follows:

It is preferred that proposed staff members have a minimum of 3 years of experience with providing direct automated inmate telephone and call monitoring equipment/services. The 3 years experience **MUST** be within the last 10 years.

5. Project Plan

Offerors MUST submit a thorough project plan for the required site visit. At a minimum, the project plan **MUST** include the following:

- Scope of Work
- Milestone Chart
- Project Schedule to include:
 - Define tasks
 - Define start and end dates
 - Define resources for each task (identify if resource is a subcontractor)

- All required modifications, identified during the mandatory site visit (see Section II.B.4), to include equipment and connectivity required - all of which **MUST** be performed or provided at the contractor's expense.

All modifications identified at the site visit **MUST** be defined within the project plan to include equipment and connectivity required.

6. Rates and Other Charges

Offerors MUST complete and include the Offeror Rates & Other Charges Form (Appendix C) with their proposal.

There is to be no cost to NMCD, DoIT, or the State of New Mexico for the automated inmate telephone and call monitoring system. The total cost of the system will be paid for by the successful offeror thru rates/charges and service charges. Proposals **MUST** contain information as to current inmate phone rates and the associated costs at those locations for initial start up and installation cost.

Offerors **MUST** provide all charges of any kind, including billing fees, pass-through fees, taxes (if possible) and any other fees. Any applicable charges known to the offeror, but not specifically requested in this RFP, **MUST** be disclosed based on an average 20-minute call.

NMCD/DoIT will not accept any commission from the automated inmate telephone system.

7. Computation of Rates and Other Charges

Response **MUST** show how the offeror will compute the rates and other charges for the calls and how offeror will maintain these costs for the entire term of the contract. The points awarded for rates and other charges will be based on the offerors proposed rates and other charges for the calls and service.

8. Oral Presentation

Offeror **MUST** agree, if selected as a finalist, to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the oral presentation. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

9. New Mexico Employees Health Coverage

Employee health insurance coverage is mandatory to be awarded a contract based on an RFP. To be responsive to this RFP, and to be eligible for contract award, the offeror **MUST** agree to the following:

- a. If the offeror 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, offeror must agree to:
 - i. 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - ii. 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - iii. 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. Offeror must agree 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. Offeror must agree 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://insurenwmxico.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); these requirements shall apply the first day of the second month after the offeror 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.

A statement of concurrence with this requirement MUST be included in offeror's proposal.

10. Campaign Contribution Form

The Offeror **MUST** complete Campaign Contribution Disclosure Form and submit a

copy with their proposal. This **MUST** be accomplished whether or not an applicable contribution has been made. (See Appendix E)

11. Start-Up Schedule

Offeror must agree to install all connectivity, equipment and software and have all locations defined on page five fully operational not more than one hundred twenty (120) days after the contract award date. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

12. Inspection Audit and Maintenance of Reports

The Offeror must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

13. Access to Documentation

The NMCD/DoIT or their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Offeror as they may relate to this Contract. The NMCD/DoIT may cancel any resultant Contract for refusal by the Offeror to allow reasonable access to all documents, papers, or other materials originated or received by the Offeror in conjunction with this Contract. The NMCD/DoIT may cancel the Contract if examination of the material provided by the Offeror in conjunction with this Contract provides cause to terminate due to non-compliance or fraud. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

14. License or Other Legal Rights

The Offeror MUST submit documentation demonstrating that they have a license or other legal right to use all platforms, equipment, hardware and software that are components of the system to be provided.

15. Ownership of Information

Throughout the term of the contract and upon termination or expiration of the contract, NMCD/DoIT shall own the information and reports stored or produced by the system. Contractor shall be required to provide NMCD/DoIT with the capability to access all such information and reports upon termination or expiration of the contract. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

C. Mandatory Technical Specifications

1. System Requirements

Offerors **MUST** meet all system requirements, as detailed below, to be considered responsive to this RFP. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

(Note that the inability to meet ANY system requirement below, or taking exception to, or qualifying, ANY system requirement below, will result in the DISQUALIFICATION of the proposal. Any potential issues should be addressed at the Pre-Proposal Conference or through the Questions-and-Answers process PRIOR to proposal submittal.)

a. System Configuration

- i. The inmate telephone system proposed by the Offeror must be a turnkey, non-coin telecommunications service.
- ii. 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.
- iii. The proposed inmate telephone system must not require any electrical outlets at the actual telephone set locations.
- iv. The system must have the capability of simultaneously monitoring and recording 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.
- v. Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction and must not use any type of mechanical hook-switch. Alternate devices, such as magnetic hook-switches should be proposed.
- vi. The offer must have the ability to provide phone services to inmates who are restricted to their cells, that is not cumbersome on

staff and does not present a threat to the safety of security of the staff, inmates or facilities.

- vii. As to inmates 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.
- viii. All software provided by the offeror 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.)

b. Access

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 minimum, the system must provide for NMCD/DoIT 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.

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.

All telephones or the proposed system as a whole must be FCC registered and Contractor's current FCC number must be provided as part of the offeror's response. Offeror must submit a detailed description of all specific features offered.

c. Call Branding

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).”

“This call is being recorded by the Department of Corrections, you have “X” minutes of call time.” (Where “X” is the maximum number of minutes allowed for the call).

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 they accept the call.

d. Call Length Control

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 disconnecting that 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.

e. Call Supervision

- i. 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. Must be able to monitor any inmate phone from any facility from all monitor stations. Must provide Central Office with (2) inmate telephone monitoring workstations.

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.

- ii. 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.
- iii. The inmate telephone system must allow system users with the appropriate password level of authority to terminate an inmate call in progress instantly from the inmate telephone system workstation and through remote capability (e.g. a cell phone).
- iv. System users with the appropriate password level of authority must have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

f. Fraud Control

- i. Aid in controlling fraudulent use of the telephone network must be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
- ii. The NMCD/DoIT 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 Offeror.
- iii. 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.
- iv. The system must provide the ability to detect, prevent, and flag three-way calls. Facility personnel should be provided with the ability to mark the call as a three-way call, disconnect the call, or both and the system must provide the option for an automatic disconnect.

g. Recording Requirements

Call Recording:

- i. 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.
- ii. The system must utilize current technology in hardware, specifically hard disk drive arrays for long and short-term storage. These arrays must be configured for maximum performance.
- iii. 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.
- iv. As to on line data storage, the system must be able to retrieve both conversational recordings and call detail reports for a total of four (4) years. For disaster recovery purposes a back up copy of this data must be saved to electronic medium and stored off-site. In case of a disaster, it is the vendor's

responsibility to recover and restore the system and all the data.

- v. 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.
- vi. The system must provide a playback history list of all recorded call(s) to determine every user that has listened to the recorded call.
- vii. 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.
- viii. 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.

h. Answer and Termination Detection

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.

i. Call Detail Reports

- i. The inmate telephone system must provide full call detail reports for use in administrative and 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 off site backup.
- ii. The proposed system at a minimum must provide to facility personnel the following reports displaying, and printing both real time and historical detail records based on the following criteria:
 - (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

Samples of call detail reports MUST be provided.

- iii. The records must provide the following minimum types of information on all outgoing calls:
 - (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 the call
 - (l) Cost of the call
- iv. 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.

j. Prepaid Calling

The inmate telephone system must provide prepaid calling features respective to both the inmate and the called party. The NMCD/DoIT 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.

i. Inmate PIN-based Prepay

The inmate telephone system must provide a prepaid calling option for inmates with the following features:

- (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.

ii. Called Party Prepay

- (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:
 - Activate the call with inmate's personal identification number.
- (b) The successful Offeror must staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.

iii. Collect Calls

The inmate telephone system must allow inmates to place collect calls to telephone numbers within the United States.

k. Officer Check – In

The system must have the capability of allowing corrections officers to "check in" from any phone in the system, entering his PIN number and creating a report log of the time, date, and location of the phone used to "check in".

l. System Integrity

- i. It is the responsibility of the Offeror to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. **By submitting an offer, the Offeror agrees that:**
 - (a) The Offeror is familiar with the local conditions under which this inmate telephone service system must perform.

- (b) The Offeror possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system. NMCD/DoIT will not provide support or office space for the contractor's site administrators.
- (c) The Offeror is solely responsible for all services proposed. Notwithstanding the details presented in this RFP, it is the responsibility of the Offeror to verify the completeness of the requirements and their suitability to meet the intent of this RFP. The Offeror at no extra cost to the NMCD, DoIT, or the State of New Mexico and with no increase in rates, must provide any additional services, required by the Offeror to meet these specifications.

m. Automated Diagnostics and Maintenance

The proposed system must have automated diagnostics and problem reporting features, which alert Offeror and NMCD/DoIT staff when issues arise with software and/or hardware. **Offeror MUST fully describe those capabilities in response to these items.**

- i. The system software/hardware must perform self-test diagnostics without NMCD/DoIT personnel intervention.
- ii. When the system detects a problem, at minimum a notification must immediately be displayed to the support staff in the Offeror's maintenance center and NMCD/DoIT system screen. Offeror must have remote system support capability.
- iii. Offeror **MUST** include with submitted offer clear, concise well-documented information describing the operation of the diagnostic system.
- iv. Core component failures, servers and controllers must be repaired within 4 hrs.
Phone groups or multi phone areas with problems must be resolved within 8 hrs
Single phone failures must be resolved by next business day.
- v. Offeror must notify the NMCD/DoIT of any failures immediately with an estimated restoration time. Offeror must provide updates to the assigned facility coordinator every four hours until service is restored.

n. Repair Time Criteria by Level

- i. Level I - repair must be made by the end of the next business day.

What constitutes a Level I repair: one of multiple phones is not operational, monitoring and recording not functioning in one housing area.

- ii. Level II - repair must be made within 8 hours.

What constitutes a Level II repair: entire inmate housing area not operational.

- iii. Level III - 4-hour physical response and/or remote reset and repair.

What constitutes a Level III repair: multiple inmate housing areas phones are not operational, monitoring and recording not functioning properly, entire system failure.

- o. Uninterrupted Power Supply (UPS)

The Offeror must provide uninterruptible power supplies (UPS) as needed for the Inmate Telephone Systems at the facility and NMCD central office. The UPS must prevent potential problems in the telecommunications system caused by power surges and spikes.

- p. Miscellaneous Telephone Equipment and Wiring

Offeror 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. Offerors must provide one complete workstation at each prison facility (PNM, CNMCF, SNMCF, WNMCF, RCC and SCC) and any other future site and two (2) workstations at NMCD's Central Office. Offeror 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 Offeror. 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.

Any workstations connected to the NMCD network must be 2GHz or faster processors with 256 RAM or more.

All workstations connected to the NMCD network, at a minimum, **MUST** be running Windows XP Service Pack 2, in order to conform to NMCD/DoIT workstation standards. These workstations must run the State of New Mexico's standard virus protection software provided by NMCD/DoIT.

2. Additional System Requirements

a. System Configuration

- i. Offeror 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. Offerors must provide all units a handset cord, which will withstand 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). **Offeror MUST submit catalog cut sheet of proposed telephone instruments.**
- ii. **Offeror MUST explain in detail** in their proposal how the automated system will provide phone service to inmates that are housed in Levels 5 or 6 (segregation status) at the Penitentiary of New Mexico and interim level VI at other facilities through out the state and are not allowed to leave their cells.
- iii. **Offeror MUST also explain** in detail how the proposed automated system will provide phone service to inmates that are in the infirmary and not able to access a phone mounted to a wall. The infirmary is located at CNMCF.
- iv. **Offeror MUST submit** a detailed explanation of the provision of text telephone (TTY) service to speech/hearing handicapped inmates.

b. Call Blocking

The system must be capable of blocking an unlimited number of individual numbers. Offeror 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. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

c. Inmate PIN System

- i. 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 offeror must covert 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. **Offeror MUST describe the system's ability to provide this feature in detail.**
- ii. 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. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**
- iii. Each inmate PIN must have the ability to have an associated call allowed number list that includes telephone numbers the inmate is permitted to call.

A statement of concurrence with this requirement MUST be included in offeror's proposal.
- iv. 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. **Offeror MUST describe the system's ability to provide this feature in detail.**
- v. The Offeror must provide for initial set up of PAN's for every existing inmate PIN with no use of NMCD/DoIT employee time. **Offeror MUST explain how this requirement is met.**

d. Call Validation

- i. All called numbers be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**

- ii. 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. **Offeror MUST explain how your system accomplishes this requirement.**
- e. Controlled Access
 - i. 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. **Offeror MUST describe in detail how this will be accomplished.**
 - ii. Facility officials **MUST** have the capability of shutting down all telephones in a cellblock, all telephones in the entire facility or all phones system-wide from a single central interface at each facility. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**
 - iii. Offeror shall also provide a manual cut-off switch at the facilities where system is located. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**
- f. Operator Services, Voice Prompts and Calling Instructions
 - i. 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 English and Spanish. The **Offeror(s) MUST describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process.**
 - ii. 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/DoIT. Modification or addition of languages must be made at no extra cost to the NMCD/DoIT. **A statement of concurrence with this requirement MUST be included in offeror's proposal.**
- 3. Proposed Recording System Details

Offeror MUST provide details for each of the following items as they pertain to the proposed Recording system

a. 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 Offeror 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).

b. 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.

c. Search and Play Parameters:

Via the workstation, the system must allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, calls containing pre-defined “keywords”, or calls made by phones assigned to a specific group.

Playback of on-line recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change. Off-line records shall be accessible in a rapid manner.

d. 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 should 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 should be able to allow multiple endpoints to monitor ongoing conversations.

e. Hot Number Alerts:

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/DoIT. 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.

f. Reports:

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.

g. Attaching notes to Call Detail Records:

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, inmate name, etc.

h. 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. Vendors must describe in detail how their password security system is managed, including samples of user setup screens.

i. 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.

V. EVALUATION

A. *Evaluation Point Summary*

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of Offerors proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Site Visit	0
IV.B.2	Corporate Experience	125
IV.B.3	Corporate References/Previous Contracts	125
IV.B.4	Offeror Staff Experience	125
IV.B.5	Project Plan	175
IV.B.6	Additional Requirements: Rates to Current Customers	0
IV.B.7	Rates and Other Charges	250
IV.B.8	Oral Presentation and Demonstration	200
IV.B.9	New Mexico Employees Health Coverage	0
IV.B.10	Campaign Contribution Form	0
IV.B.11	Start-Up Schedule	0
IV.B.12	Inspection Audit and Maintenance of Reports	0
IV.B.13	Access to Documentation	0
IV.B.14	License or Other Legal Rights	0
IV.B.15	Ownership Information	0
IV.B.16	"Connectivity" to Privately Operated Facilities	0
IV.C.1	System Requirements	0
IV.C.2.a	System Configuration (4 items)	0
IV.C.2.b	Call Blocking	0
IV.C.2.c	Inmate PIN System (5 items)	0
IV.C.2.d	Call Validation (2 items)	0
IV.C.2.e	Controlled Access (3 items)	0
IV.C.2.f	Operator Services, Voice Prompts and Calling Instructions	0
IV.C.3	Proposed Recording System Details (9 items)	0
TOTAL		1,000

B. *Evaluation Factors*

Points will be awarded on the basis of the following evaluation factors:

1. Site Visit

PASS/FAIL

2. Corporate Experience (125 points)

The corporate experience of the offeror including all subcontractors will be evaluated based upon documented experience on similar projects and engagements.

3. Corporate References/Previous Contracts (125 points)

Points for corporate references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.

4. Offeror's Staff Experience (125 points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.

5. Project Plan (175 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan.

6. Additional Requirements - Rates to Current Customers

PASS/FAIL

7. Rates and other charges (250 points)

Points will be awarded based on the Rates and Other Charges Form, (reference Appendix C). The lowest rate/charge will receive the maximum points. The evaluation of each offeror's rate proposal will be conducted using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Rates/Charges}}{\text{Offeror's Rates/Charges}} \times \text{Maximum Points Allowed}$$

Offerors rates/charges MUST be included on the Rates and Other Charge Form, (reference Appendix C).

NOTE: The offeror's proposal must disclose all charges including but not limited to billing fees, regulatory fees, pass throughs, surcharges, line item charges, etc. Offerors must state whether these charges are mandated by law/regulation or allowed by law/regulation.

8. Oral Presentation and Demonstration (200 points)

Points for the oral presentation will be awarded based upon an evaluation of the presentation, the demonstration of the product, and qualifications of proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be one of the criteria for the evaluation.

9. New Mexico Employees Health Coverage

PASS/FAIL

10. Campaign Contribution Form

PASS/FAIL

11. Start-Up Schedule

PASS/FAIL

12. Inspection Audit and Maintenance Reports

PASS/FAIL

13. Access to Documentation

PASS/FAIL

14. License or Other Legal Rights

PASS/FAIL

15. Ownership Information

PASS/FAIL

16. "Connectivity" to Privately Owned Facilities

PASS/FAIL

17. System Requirements

PASS/FAIL

18. System Configuration (4 items)

- EACH is PASS/FAIL
19. Call Blocking
PASS/FAIL
20. Inmate PIN System (5 items)
EACH is PASS/FAIL
21. Call Validation (2 items)
EACH is PASS/FAIL
22. Operator Services, Voice Prompts and Calling Instructions
PASS/FAIL
23. Proposed Recording System Details (9 items)
EACH is PASS/FAIL

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.8.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations and demonstrations will be added to the previously assigned points to attain final scores.

5. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II.
6. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS 90-361-00-1086

Inmate Telephone and Call Monitoring

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgment of receipt must be signed and returned (by fax or hand delivered) to the Procurement Manager no later than Friday, July 31, 2008.

Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Name: Anna Sandoval-Vigil, Procurement Manager
Address: Office of the Chief Information Officer (OCIO)
5301 Central Avenue, NE, Suite 1500
Albuquerque, New Mexico 87108
Telephone: (505) 841-6605
Fax: (505) 841-4780
Email: Anna.Sandoval-Vigil@state.nm.us

APPENDIX B

Contract Terms and Conditions

Appendix B

Contract Terms and Conditions

INMATE TELEPHONE AND MONITORING SERVICES



State of New Mexico

Information Technology Contract Template

**FOR USE WITH ALL IT PURCHASES INCLUDING, SERVICES,
TANGIBLE PROPERTY AND PROFESSIONAL SERVICES**

REVISION DATE: January 2008

**ISSUED BY:
THE DEPARTMENT OF INFORMATION TECHNOLOGY
ROY SOTO, SECRETARY**

State of New Mexico
Information Technology
Agreement
Contract No. [REDACTED]

THIS Information Technology Agreement ("Agreement") is made by and between the State of New Mexico, Department of Information Technology in coordination with the Corrections Department, hereinafter referred to as the "Procuring Agency" and [Insert Contractor Name], 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 RFP and the Contractor's response to such document(s) 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 Secretary/CIO of the Department of Information Technology 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.
- E. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- F. "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.
- G. "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
- H. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.

- I. “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.
- J. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- K. “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.
- L. “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.
- M. “Performance Bond” shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- N. “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 to the DoIT. If applicable, under the terms of this Agreement the Project is [Insert Name of Project, if applicable; otherwise delete sentence]
- O. “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 [Insert Name] or designated representative.
- P. “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.
- Q. “State Purchasing Agent (SPA)” - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- R. “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.
- B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. 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 15.

D. License. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of software and patent number if applicable] 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. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A..

B. Payment. The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- either use "excluding New Mexico gross receipts taxes" or "including New Mexico gross receipts tax

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

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. The Procuring Agency shall retain twenty percent (20%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. [CHOICE #5- Insert this provision if the amount of the contract exceeds \$1Million or, if the contract is for custom developed software/application or Commercial Off the Shelf (COTS) software with greater than 20% modification/enhancement] Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of [Insert Total Amount of agreed upon Bond for this Agreement] in the name of the Procuring Agency. The bond shall be in effect for the duration of this Agreement and any renewals thereof. The required bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor and its officers and employees arising under this Agreement. The Procuring Agency's right to recover from the bond shall include all costs and damages associated with the transfer of services provided under this Agreement to another contractor or to the State of New Mexico as a result of Contractor's failure to perform.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less twenty percent (20%) retainage.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice 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 Proposal
- 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) and accompanying Payment Invoice.

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) and accompanying Payment Invoice, 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 DoIT, THE STATE PURCHASING AGENT, AND DFA/CRB. This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. No contract term, including extensions and renewals, shall exceed four years, except 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 ten (10) 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 fifteen (15) business days prior to the effective date of the termination.

C. 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 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 .

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership.

Contractor hereby acknowledges and grants to the Procuring Agency a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

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.) Allow the Contractor to control the defense and settlement of the claim; 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 term of this Agreement and after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. 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. Key personnel shall be:

[Insert Contractor Staff Name(s)]

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

If Independent Validation and Verification (“IV&V”) services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the Project Manager.

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:

(1) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) 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://insurenwemexico.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 offeror 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 - 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 27 – 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 PROCURING AGENCY:

To SPA: State Purchasing Agent
 Purchasing Division
 Joseph M. Montoya State Building, Room 2016
 1100 St. Francis Drive
 Santa Fe, New Mexico 87505

To Contractor:

For CONTRACTOR:

[Insert Name]
[Insert Address]

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

ARTICLE 29– 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 30 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and 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 31 – 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 32 – 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: _____ Date: _____
[Insert Agency Cabinet Secretary Name]
Secretary of [Insert Agency Name]

By: _____ Date: _____
[Insert Contractor Name]
[Insert Title]

By: _____ Date: _____
[Insert Agency CIO Name]
Chief Information Officer for [Insert Agency Name]

Approved for legal sufficiency:

By: _____ Date: _____
[Insert Agency General Counsel Name]
[Insert Agency Name] 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: _____

By: _____ Date: _____

Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: _____
Roy Soto, Secretary
Department of Information Technology

This Agreement has been approved by the SPA:

By: _____ Date: _____
Purchasing Agent for the State of New Mexico

EXHIBIT A – SCOPE OF WORK

I. Performance Measures [Performance Measures are not required for a purchase of ONLY IT hardware and/or Equipment - in such cases, delete the language (except the heading) and replace with "N/A"]

A. Goals. [Insert Performance Measures, i.e., expected achievements of the project, such as to save money, reduce costs, increase efficiency.] [Attach a copy of a page or portion of the relevant page from the Agency's Strategic Plan that connects the professional services contract to the goals, objectives, activities, outputs and outcomes of the Agency's Strategic Plan.] [Performance Measures in the Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan: Example: Goal: Assist the Agency in reducing... or Assist the Agency in increasing... or Assist the Agency in ... some other service [insert blank]

B. Objectives. [Example: To assist the agency in [reducing or increasing or providing Service [insert blank] by [blank] percent or by a certain time]

C. Activities. [Insert the services the Contractor is expected to perform to accomplish the identified goals and objectives, including an evaluation of the process and the proposed outcome. The Agency should also provide efficiency measures that relate efforts to output of services provided].

II. Scope of Work

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following Sections. Although only two Deliverables are listed below, they are in place for example purposes only. Agencies may identify as many Deliverables, with attendant Tasks and Subtasks, as needed to accomplish the project goals and objectives.

A. Deliverable Number 1 [Insert Name of Deliverable]

Deliverable One	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this deliverable is due]	\$0.00

Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for	Sub 1 (through however many	[Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor; due dates for the tasks and/or subtasks should be included as a means of assisting the Agency and Contractor to monitor contract progress.

each deliverable.	subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.	Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this deliverable should be consistent with the Compensation due for total delivery of the Deliverable. The contractor will bill the agency per deliverable, so language that is clear will assist the agency and contractor in determining if the deliverable was met for payment purposes.
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B. Deliverable Number 2 [Insert Name of Deliverable]

Deliverable Two	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date deliverable is due]	[Insert \$ Amount for this deliverable, including GRT, if appropriate]

Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for each deliverable]	Sub 1 through however many subtasks are needed to accomplish Task 1 through the number of Tasks needed to accomplish Deliverable 1.	[Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor; due dates for the tasks and/or subtasks should be included as a means of assisting the Agency and Contractor to monitor contract progress. Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this deliverable should be consistent with the Compensation due for total delivery of the Deliverable.

APPENDIX C

RATES AND OTHER CHARGES FORM

APPENDIX C

Rates and Other Charges Form

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

INMATE PREPAID CALLING RATES – Part 1

LOCAL

Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Amount Charged	Required by law/regulation (Y / N)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX C (Continued)

RATES AND OTHER CHARGES FORM

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

INMATE PREPAID CALLING RATES – Part 2

INTRASTATE

Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Amount Charged	Required by law/regulation (Y / N)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX C (Continued)

RATES AND OTHER CHARGES FORM

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

INMATE PREPAID CALLING RATES – Part 3

INTERSTATE

Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Amount Charged	Required by law/regulation (Y / N)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX C (Continued)

RATES AND OTHER CHARGES FORM

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

INMATE COLLECT CALL RATES – Part 4

LOCAL

Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Amount Charged	Required by law/regulation (Y / N)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX C (Continued)

RATES AND OTHER CHARGES FORM

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

INMATE COLLECT CALL RATES – Part 5

INTRASTATE

Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Amount Charged	Required by law/regulation (Y / N)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX C (Continued)

RATES AND OTHER CHARGES FORM

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

INMATE COLLECT CALL RATES – Part 6

INTERSTATE

Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Amount Charged	Required by law/regulation (Y / N)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX D

RATES TO CURRENT CUSTOMERS FORM

Appendix D
Rates to Current Customers Form
(PREPAID)

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

External Client Name: _____

LOCAL

	Date	Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge	Percentage Increase or Decrease
Initial Rate						
Current Rate						

Please indicate what the reason was for the increase or decrease in rates.

INTRASTATE

	Date	Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge	Percentage Increase or Decrease
Initial Rate						
Current Rate						

Please indicate what the reason was for the increase or decrease in rates.

INTERSTATE

	Date	Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge	Percentage Increase or Decrease
Initial Rate						
Current Rate						

Please indicate what the reason was for the increase or decrease in rates.

Appendix D

Rates to Current Customers Form (continued)

(COLLECT)

(The form may be printed in landscape format, on 8.5 x 11 paper. All responses MUST use the format provided.)

External Client Name: _____

LOCAL

	Date	Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge	Percentage Increase or Decrease
Initial Rate						
Current Rate						

Please indicate what the reason was for the increase or decrease in rates.

INTRASTATE

	Date	Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge	Percentage Increase or Decrease
Initial Rate						
Current Rate						

Please indicate what the reason was for the increase or decrease in rates.

INTERSTATE

	Date	Connection Service Charge	Day Per Minute Charge	Evening Per Minute Charge	Nights/Weekend Per Minute Charge	Percentage Increase or Decrease
Initial Rate						
Current Rate						

Please indicate what the reason was for the increase or decrease in rates.

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX E

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX F

LETTER OF TRANSMITTAL FORM

APPENDIX F

Letter of Transmittal Form

RFP # 90-361-00-1086

INMATE TELEPHONE AND CALL MONITORING

Items #1 to 4 EACH MUST BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name _____
Title _____

3. For the person authorized to negotiate the contract on behalf of the organization:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

4. For the person to be contacted for clarifications:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

- No sub-contractors will be used in the performance of this contract OR
 The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

_____, 2008

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)