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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

May 9, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise the renewal option with Keefe Commissary Network, LLC (VC# 219197), 10880 Linpage Place, St. Louis, MO 63132, for the provision of MP3 Player, Downloadable Digital Media & Kiosk Services, effective from July 1, 2013, or upon Governor and Executive Council approval, whichever is later, through June 30, 2014. The original contract, Agreement, was approved by Governor and Executive Council on April 13, 2011, Item # 36, with the option to renew for one (1) additional period of up to two (2) years. 100 % Offender Funds

The requested action does not involve the expenditure of State funds as the offenders and/or the offender's family or friends participating in the program pay the cost of the service.

EXPLANATION

This contract, Amendment Agreement # 1, is for the provision of MP3 Players, Downloadable Digital Media & Kiosks which provides inmates a modern method of delivering music by offering inmates access to downloadable digital media to include songs and educational content via MP3 Players & Kiosks using a satellite based platform at no cost to the State.

The Keefe Commissary Network, LLC (KCN) MP3 Music Program uses a secure and private satellite delivery network system to by pass public Internet. Using a satellite delivery network system, unlike cable internet, dial-up connections, digital subscriber lines (DSL) or a wireless delivery system, it is not possible for end users to reach the public Internet nor is it possible to reach the private satellite delivery system from the public Internet. Other advantages to using a satellite delivery network system is it's ease of use, it's not affected by service outages due to downed telephone or cable lines, it's widely accessible, even in rural or remote areas, and it's capable of handling multiple end users sharing the same connection. Most importantly to the NH Department of Corrections, this satellite based platform is a stand alone system that will not be integrated with any internal computerized systems or networks, which ensures the highest level of security possible.

The KCN MP3 Music Program is supported by the offender's individual Inmate Account and the offender's family and friends (Customers) prepaid media credit, respectively at no cost to the State. This system allows inmates an affordable opportunity to download digital media content to a specifically designed correctional environment MP3 Player procured through the inmate's individual Inmate Account. In addition, this program provides a secure method by which inmates can remotely browse and select music from their personal MP3 Player via a MP3 music catalog comprised of over five million individual songs. In addition to the program, it supports a library of audio files consisting of Inmate Programming (re-entry, drug and sex offender treatment), Inmate Education (GED, trade certification, general education and job training), Meditation and Worship. Once an inmate has established an account and has selected their digital media content, the inmate will be allowed to download their content, at designated time intervals, by connecting to a central and Vendor supplied kiosk station(s). Each kiosk station allows for four simultaneous MP3 player connections and is provided by the Vendor at no cost to the State. Upon acceptance of a successful download, the cost of the download or transaction will be charged to and paid by the inmate's individual Inmate Account to KCN at no cost to the State.

At the discretion of the NH Department of Corrections, the Department attaches a commission fee for each portable MP Player and song purchased by an Inmate payable to the Department by KCN, at a rate of \$10.00 per MP3 Player and \$.10 per downloaded song. This opportunity will afford the NH Department of Corrections the ability for the Department to generate revenue on behalf of the inmate population to supplement the inmate recreation fund.

Transitioning to digital music decreases the quantity of inmate property as the inmate's opportunity to purchase alternative forms of music (cassette tapes and players) for music will be phased out. The decrease to inmate personal property will decrease the instances of inmate theft and decrease the current physical interaction and correctional staff time required with traditional music programs and has equated to an overall increase in security within the facilities.

Amendment Agreement # 1 shall modify the 2011-36 Agreement's completion date from June 30, 2013 to June 30, 2014 and shall not change the unit cost charged to the offenders and/or the offender's family or friends participating in the program.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Acting Commissioner

May 17, 2013

William L. Wrenn
Commissioner
Department of Corrections
105 Pleasant Street
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Keefe Commissary Network, LLC of St. Louis, MO (Vendor #219197), as described below and referenced as DoIT No. 2011-088A.

Authorize the Department of Corrections to enter into a contract amendment with Keefe Commissary Networks for support and maintenance of MP3 players, downloadable digital media, and a kiosk, to be effective on the date of Governor and Council approval through June 30, 2014. This is a self-supporting project; therefore, there is no charge to the Department of Corrections.

A copy of this letter should accompany the Department of Corrections' submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
2011-088A



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and KEEFE COMMISSARY NETWORK, LLC ("Contractor"), a Missouri Corporation.

The State and Contractor entered into an agreement with an effective date of April 13, 2011, MP3 Players, Downloadable Digital Media & Kiosks Services Agreement 2011-36 ("Agreement").

The State and Contractor wish to amend the Agreement's completion date.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Completion Date in section 1.7 of the original P-37 Contract, Agreement, by deleting "June 30, 2013" and inserting in its place "June 30, 2014";
2. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
3. That all other provisions of the Agreement shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: MP3 Players, Downloadable Digital Media & Kiosks Services Agreement 2011-36.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: William L. Wrenn
Title: Commissioner
Date: 5/14/13

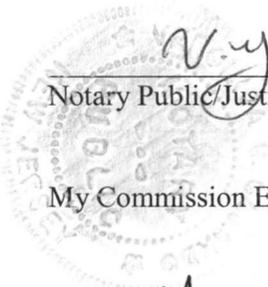
KEEFE COMMISSARY NETWORK, LLC

By: [Signature]
Name: Jeffrey P. Harris
Title: Group Vice President Northeast Region
Date: 2/15/13

STATE OF New Jersey
COUNTY OF Middlesex

On this 15 day of Feb 2013, before me, Veronica Gajardo, the
(Name of Notary Public / Justice of the Peace)
undersigned officer, personally appeared Jeffrey Harris known to me (or satisfactorily
(Contract Signatory - Print Name)
proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.



[Signature]
Notary Public/Justice of the Peace

My Commission Expires: VERONICA C. GAJARDO
NOTARY PUBLIC OF NEW JERSEY
ID# 2387978
My Commission Expires July 29, 2014

[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

5/20/13
Date

Approved by the N.H. Governor and Executive Council

Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Keefe Commissary Network, L.L.C., a(n) Missouri limited liability company registered to do business in New Hampshire on April 27, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May, A.D. 2013

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Jeffrey Harris, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Keefe Commissary Network, LLC.
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Keefe Commissary Network, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

[Signature]
(Contract Signatory - Signature)
2/15/13
(Date)

STATE OF New Jersey
COUNTY OF Middlesex

On this the 15 day of February 20 13, before me Veronica Gajardo,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)
the undersigned officer, personally appeared Jeffrey Harris, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)
VERONICA C. GAJARDO
NOTARY PUBLIC OF NEW JERSEY
ID# 2387978
My Commission Expires July 29, 2014
Commission Expires: _____

[Signature]
(Notary Public / Justice of the Peace -Signature)



CERTIFICATE OF LIABILITY INSURANCE

1/1/2014

DATE (MM/DD/YYYY)

2/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Great Northern Insurance Company		20303
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CENGR **CERTIFICATE NUMBER:** 12168589 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	N	7321-00-90	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	73210092	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7165-55-50	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 New Hampshire Department of Corrections is an additional insured under general and automobile liability as required by written contract.

CERTIFICATE HOLDER 12168589 New Hampshire Department of Corrections P.O. Box 1806 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Jelly Aams
Name

[Signature]
Signature

2/15/13
Date

Veronica Gajardo
Witness Name

V. Gajardo.
Signature

2/15/13
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, polices and procedures of the Department of Corrections and the State of New Hampshire.

J. P. Adams
Name

[Signature]
Signature

2/15/10
Date

Veronica Gajardo
Witness Name

V. Gajardo
Signature

2/15/13
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

<u>J. H. Hams</u> Name	<u>[Signature]</u> Signature	<u>2/15/13</u> Date
<u>Veronica Gajardo</u> Witness Name	<u>[Signature]</u> Signature	<u>2/15/13</u> Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

February 25, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, NH 03301

G & C
 Pending _____
 Approved 4.13.11
 Item # #36

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Keefe Commissary Network, LLC (VC# 219197), 10880 Linpage Place, St. Louis, MO, for the provision of MP3 Players, Downloadable Digital Media & Kiosk services effective upon Governor and Executive Council approval through June 30, 2013. 100% Offender Funds

The requested action does not involve the expenditure of State funds as the offenders and/or the offender's family or friends participating in the program pay the cost of the services.

EXPLANATION

The NH Department of Corrections is seeking to provide inmates a modern music and mail service by offering inmates access to downloadable digital media to include songs, educational content, e-mail and photos via MP3 Players & Kiosks using a satellite based platform at no cost to the State.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of MP3 Players, Downloadable Digital Media & Kiosk services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified two (2) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the Contract to Keefe Commissary Network, LLC, subject to Governor and Executive Council approval.

The Keefe Commissary Network, LLC (KCN) offers a MP3 Player and Secure Mail Program using a secure and private satellite delivery network. This network system uses direct satellite communication to bypass public Internet. Using a satellite delivery network system, unlike cable internet, dial-up connections, digital subscriber lines (DSL) or a wireless delivery system, it is not possible for end users to reach the public Internet nor is it possible to reach the private satellite delivery system from the public Internet. Other advantages to using a satellite delivery network system is its ease of use, it's not affected by service outages, such as downed telephone or cable lines, it's widely accessible, even in rural or remote areas, and it's capable of handling multiple end users sharing the same connection. Most importantly to the NH Department of Corrections, this satellite based platform is a stand alone system that will not be integrated with any internal computerized systems or networks, which ensures the highest level of security possible.

The Keefe Commissary Network, LLC (KCN) offers a MP3 Player and Secure Mail Program supported by the offender's individual Inmate Account and the offender's family and friends (Customers) prepaid media credit, respectively at no cost to the State. This turnkey, satellite based system, will allow inmates an affordable opportunity to download digital media content to include songs, educational content, e-mail messages and photos to a

specifically designed correctional environment MP3 Player procured through the inmate's individual Inmate Account.

The KCN MP3 Music Program will provide a secure method by which inmates can remotely browse and select their music from their personal MP3 Player via a MP3 music catalog comprised of over five million individual songs. In addition to the program, it supports a library of audio files consisting of Inmate Programming (re-entry, drug and sex offender treatment), Inmate Education (GED, trade certification, general education and job training), Meditation and Worship. Once an inmate has established an account and has selected their digital media content, the inmate will be allowed to download their content, at designated time intervals, by connecting to a central and Vendor supplied kiosk station(s). Each kiosk station will allow for four simultaneous MP3 player connections and will be provided by the Vendor at no cost to the State. Upon acceptance of a successful download, the cost of the download or transaction will be charged to and paid by the inmate's individual Inmate Account to KCN at no cost to the State.

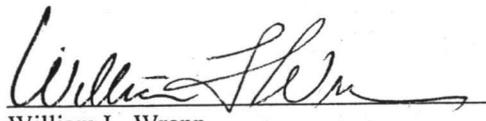
The KCN Secure Mail Program is designed to work in conjunction with the MP3 Program and allow inmates to send and receive electronic mail/photos to/from family and/or friends (Customers). Once a Customer has established a membership account, they can purchase message plans by purchasing prepaid message/photo credits to send and/or receive messages/photos to/by the inmate at no cost to the State. At the discretion of the NH Department of Corrections, KCN can provide the option of allowing inmates to reply to messages, supported by the Customer's prepaid media credits, at no cost to the State. Message credits will be stored on the Customer's account/profile allowing the Customer access to their remaining balance and to purchase additional media credits 24/7/365 days a year. Each photo and e-mail message will be filtered through a software program via a Vendor supplied Computer, at no cost to the State, to be reviewed for potentially dangerous communications by NH Department of Corrections facility & security management interaction. This process will allow the NH Department of Corrections to monitor and control information by accepting or denying incoming and outgoing message/photo content. Upon approval of messages/photos, the messages/photos are sent to the kiosk for download to be received by the inmate upon the next designated time interval of connectivity to the kiosk. Denied messages/photos will not be transferred to the kiosk, attachments are not allowed to be sent with messages and all incoming and outgoing messages/photos shall be retained on the Vendors network server for future recall or investigation purposes.

At the discretion of the NH Department of Corrections, the Department has the option to attach a commission fee for each portable MP Player and song purchased by an Inmate and for each e-mail transmission purchased by an Inmate's Customer, payable to the Department by KCN, at a rate of \$10.00 per MP3 Player, \$.10 per song and 10% for each e-mail transmission. This opportunity will afford the NH Department of Corrections the ability for the Department to generate revenue on behalf of the inmate population and inmates' customers to supplement the inmates' recreation fund.

Transitioning to digital music and e-mail will decrease the quantity of inmate property and mailroom volume as the inmate will no longer be purchasing cassette tapes and players for music and traditional needed supplies for hand written correspondence. The decrease to inmate personal property will decrease the instances of inmate theft and decrease the current physical interaction and correctional staff time required with traditional music and mail programs which will equate to an overall increase in security within the facilities.

This RFP was scored by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Chris Kench, Director of Security and Training, Michael McAlister, Director of Division of Field Services, Major Jon Fouts, Director of Security, NH State Prison for Men (NHSP-M).

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

S. William Rogers
Acting Commissioner

March 28, 2011

William L. Wrenn
Commissioner
Department of Corrections
105 Pleasant Street
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into Contract No. 2011-088 with Keefe Commissary Network, LLC of St. Louis MO (Vendor #219197) as described below and referenced as DoIT No. 2011-088.

Authorize the Department of Corrections, to enter into an agreement with Keefe Commissary Networks for the provision of MP3 players, downloadable digital media, and kiosk services, to be effective date of Governor and Council approval through June 30, 2013. This is a self-supporting project; therefore, there is no charge to the Department of Corrections.

A copy of this letter should accompany the Department of Corrections submission to Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/ltn
RFP 2011-088
RID #NA

RM



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER

William L. Wrenn
Commissioner

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5603 FAX: 603-271-5643
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

William G. McGonagle
Assistant Commissioner

March 28, 2011

S. William Rogers
Acting Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

The Department of Corrections (DOC) requests approval to enter into a contract with Keefe Commissary Network, LLC, 10880 Linpage Place, St. Louis, MO (Vendor #219197), for the provision of MP3 Players, Downloadable Digital Media, and Kiosk Services effective upon Governor and Executive Council approval through June 30, 2013.

The requested action does not involve the expenditure of State Funds as the offenders and/or the offender's family or friends participating in the program pay the cost of the services. The initial purchase an MP3 Player will be funded by Offender Inmate Trust Fund.

EXPLANATION

The NH Department of Corrections is seeking to provide inmates a modern music and mail service by offering inmates access to downloadable digital media to include songs, educational content, e-mail and photos via MP3 Players & Kiosks using a satellite based platform at no cost to the State.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of MP3 Players, Downloadable Digital Media & Kiosk services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified two (2) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the Contract to Keefe Commissary Network, LLC, subject to Governor and Executive Council approval.

The Keefe Commissary Network, LLC (KCN) offers a MP3 Player and Secure Mail Program using a secure and private satellite delivery network. This network system uses direct satellite communication to by pass public Internet. Using a satellite delivery network system, unlike cable internet, dial-up connections, digital subscriber lines (DSL) or a wireless delivery system, it is not possible for end users to reach the public Internet nor is it possible to reach the private satellite delivery system from the public Internet. Other advantages to using

a satellite delivery network system is its ease of use, it's not affected by service outages, such as downed telephone or cable lines, it's widely accessible, even in rural or remote areas, and it's capable of handling multiple end users sharing the same connection. Most importantly to the NH Department of Corrections, this satellite based platform is a stand alone system that will not be integrated with any internal computerized systems or networks, which ensures the highest level of security possible.

The Keefe Commissary Network, LLC (KCN) offers a MP3 Player and Secure Mail Program supported by the offender's individual Inmate Account and the offender's family and friends (Customers) prepaid media credit, respectively at no cost to the State. This turnkey, satellite based system, will allow inmates an affordable opportunity to download digital media content to include songs, educational content, e-mail messages and photos to a specifically designed correctional environment MP3 Player procured through the inmate's individual Inmate Account.

The KCN MP3 Music Program will provide a secure method by which inmates can remotely browse and select their music from their personal MP3 Player via a MP3 music catalog comprised of over five million individual songs. In addition to the program, it supports a library of audio files consisting of Inmate Programming (re-entry, drug and sex offender treatment), Inmate Education (GED, trade certification, general education and job training), Meditation and Worship. Once an inmate has established an account and has selected their digital media content, the inmate will be allowed to download their content, at designated time intervals, by connecting to a central and Vendor supplied kiosk station(s). Each kiosk station will allow for four simultaneous MP3 player connections and will be provided by the Vendor at no cost to the State. Upon acceptance of a successful download, the cost of the download or transaction will be charged to and paid by the inmate's individual Inmate Account to KCN at no cost to the State.

The KCN Secure Mail Program is designed to work in conjunction with the MP3 Program and allow inmates to send and receive electronic mail/photos to/from family and/or friends (Customers). Once a Customer has established a membership account, they can purchase message plans by purchasing prepaid message/photo credits to send and/or receive messages/photos to/by the inmate at no cost to the State. At the discretion of the NH Department of Corrections, KCN can provide the option of allowing inmates to reply to messages, supported by the Customer's prepaid media credits, at no cost to the State. Message credits will be stored on the Customer's account/profile allowing the Customer access to their remaining balance and to purchase additional media credits 24/7/365 days a year. Each photo and e-mail message will be filtered through a software program via a Vendor supplied Computer, at no cost to the State, to be reviewed for potentially dangerous communications by NH Department of Corrections facility & security management interaction. This process will allow the NH Department of Corrections to monitor and control information by accepting or denying incoming and outgoing message/photo content. Upon approval of messages/photos, the messages/photos are sent to the kiosk for download to be received by the inmate upon the next designated time interval of connectivity to the kiosk. Denied messages/photos will not be transferred to the kiosk, attachments are not allowed to be sent with messages and all incoming and outgoing messages/photos shall be retained on the Vendors network server for future recall or investigation purposes.

At the discretion of the NH Department of Corrections, the Department has the option to attach a commission fee for each portable MP Player and song purchased by an Inmate and for each e-mail transmission purchased by an Inmate's Customer, payable to the Department by KCN, at a rate of \$10.00 per MP3 Player, \$.10 per song and 10% for each e-mail transmission. This opportunity will afford the NH Department of Corrections the ability for the Department to generate revenue on behalf of the inmate population and inmates' customers to supplement the inmates' recreation fund.

Transitioning to digital music and e-mail will decrease the quantity of inmate property and mailroom volume as the inmate will no longer be purchasing cassette tapes and players for music and traditional needed supplies for hand written correspondence. The decrease to inmate personal property will decrease the instances of inmate theft and decrease the current physical interaction and correctional staff time required with traditional music and mail programs which will equate to an overall increase in security within the facilities.

This RFP was scored by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Chris Kench, Director of Security and Training, Michael McAlister, Director of Division of Field Services, Major Jon Fouts, Director of Security, NH State Prison for Men (NHSP-M).

CONTACT PERSON:

Name: Chris Kench
Title: Director, Security and Training
Address: State of New Hampshire
Dept. of Corrections
105 Pleasant Street
Concord, NH 03301
Telephone: (603) 271-8016
Email: ckench@nhdoc.state.nh.us

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



William Wren, Commissioner
Department of Corrections

Cc: Leslie Mason, DoIT IT Manager
Theresa Pare-Curtis, DoIT Director
Robert L. Jackson, Jr.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner

Bob Mullen
Director**

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**MP3 Players, Downloadable Digital Media and Kiosk Services
RFP Bid Evaluation and Summary
NHDOC 11-01-SRCOM**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the prospective Vendor who can demonstrate the ability to provide the required services as set forth in this RFP. Specific criteria are:
 - a. Demonstrated Understanding of Requirements – 75 points
 - b. Ability to Provide Services – 10 points
 - c. Financial Stability, Organizational Resources and Capability – 10 points
 - d. References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 32 of NHDOC 11-01-SRCOM RFP.
 - a. The contract will be awarded to the Bidder that demonstrates compliance to the required specifications set forth under Section B, Scope of Services, Item # 3, Description of Technical Services as long as the Vendor's ability to provide services, capability, skill and financial stability and references are acceptable to the NH Department of Corrections.

Evaluation Team Members:

- a. Christopher Kench, Director of Security and Training, NH Department of Corrections
- b. Mike McAlister, Director of Division of Field Services, NH Department of Corrections
- c. Major Jon Fouts, Chief of Security, NHSP-M, NH Department of Corrections

RFP-NHDOC 11-01-SRCOM Respondents:

Contract Term: Upon approval of Governor & Executive Council through June 30, 2013	
Keefe Commissary Network, LLC	10880 Linpage Place, St. Louis, MO 63132
JPay, Inc.	12864 Biscayne Blvd, Suite 243, Miami, FL 33181



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**MP3 Players, Downloadable Digital Media and Kiosk Services
RFP Evaluation Committee Member Qualifications
NHDOC 11-01-SRCOM**

Chris Kench, Director of Security and Training:

Mr. Kench has served in a variety of security positions within the prison facilities and was appointed to the position of Director of Security and Training in 2009. As Director of Security and Training, Mr. Kench created a new Policy and Procedure Directive for the Rapid Repatriation of Deportable Offenders, updated the NH DOC Inmate Classification Manual and the Department of Corrections Academy Curriculum, developed and implemented E-Learning courses for staff in-service training and a newly designed Leadership Training program for uniform and non-uniformed staff.

Michael McAlister, Director of Division of Field Services:

Mr. McAlister has serviced in the Division of Field Services in various capacities for many years. He was appointed to the position of Director of Field Services in 2007. As Director of Field Services, Mr. McAlister is responsible for the community supervision of probationers, parolees and inmates placed on Administrative Home Confinement (AHC), collection and disbursement of fees, fines and restitution and the supervision of Court and Parole Board investigations. Mr. McAlister has direct oversight of the eleven NH Department of Corrections District Offices and four sub-offices, which are directly aligned with the Superior Courts.

Major Jon Fouts, Chief of Security, NH State Prison-Men:

Mr. Fouts has been employed with the NH Department of Corrections since 1990. During this period he has served in many security capacities at three of the state's prisons (NHSP/M, NCF, and LRF). In addition to his direct security functions, Mr. Fouts has been assigned to several facility and departmental operational and logistical roles. His overall knowledge of prison operations and departmental management is very extensive.



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William L. Wrenn
 Commissioner
 Bob Mullen
 Director

MP3 Players, Downloadable Digital Media and Kiosk Services
RFP Scoring Matrix
NHDOC 11-01-SRCOM

Respondents:

- Keefe Commissary Network, LLC, 10880 Linpage Place, St. Louis, MO 63132
- JPay, Inc. 12864 Biscayne Blvd, Suite 243, Miami, FL 33181

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions to include the technical requirements set forth in the Scope of Service.
 1. Demonstrated Understanding of Requirements – 75 points
 - a. Technical (60 points)
 - b. Cost (15 points)
 2. Ability to provide services – 10 points
 - a. Immediate availability (5 points)
 - b. Credentials and correctional experience (5 points)
 3. Capability, Skill and Financial Stability – 10 points
 4. References – 5 points

RFP – NHDOC 11-01-SRCOM Scoring Matrix			
Scoring Matrix Criteria		Respondents	
RFP Evaluation Criteria	RFP Point Value	Keefe Commissary Network, LLC	JPay, Inc.
Demonstrated Understanding of Requirements	75 points	72	51
Ability to provide services	10 points	9	7
Capability, Skill and Financial Stability	10 points	10	6
References	5 points	5	2
Total Score	100 points	96	66

Contract Award: Keefe Commissary Network, LLC, 10880 Linpage Place, St. Louis, MO 63132



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**MP3 Players, Downloadable Digital Media and Kiosk Services
Bidders List
NHDOC 11-01-SRCOM**

Keefe Commissary Network, LLC
Jeffery P. Harris
Group Vice President Northeast Region
10880 Linpage Place
St. Louis, MO 63132
732-248-2323
jharris@keefegroup.com

JPay, Inc.
Errol Feldman
12864 Biscayne Blvd.
Suite 243
Miami, FL 33181
305-358-8689 ext 236
efeldman@jpay.com

Subject:

MP3 Players, Downloadable Digital Media & Kiosks

FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Keefe Commissary Network, L.L.C.		1.4 Contractor Address 10880 Linpage Place St. Louis MO 63132	
1.5 Contractor Phone Number 732-248-2323	1.6 Account Number Inmate Trust Fund	1.7 Completion Date June 30, 2013	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Jeffrey P. Harris, Group Vice President Northeast Region	
1.13 Acknowledgement: State of <u>NJ</u> , County of <u>Middlesex</u> On <u>11/10/2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Veronica Gajardo</i>			
1.13.2 Name and Title of Notary or Justice of the Peace VERONICA C. GAJARDO NOTARY PUBLIC OF NEW JERSEY ID# 2387978 My Commission Expires July 29, 2014			
1.14 State Agency Signature <i>William L. Wrenn</i>		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Mark Brown, S. Asst. AG</i> On: <i>3/8/11</i>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE On: APR 13 2011			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JH
Date 11/10/10

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

SECTION B: Scope of Services, Exhibit A**1. Purpose:**

The Contractor shall provide and manage a turnkey downloadable digital media system that will allow offenders in designated correctional facilities of the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department") to download digital entertainment (music), communication (e-mail) to MP3 Players (player) and information through Kiosks specifically designed for the prison environment.

2. Term of Contract:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective from the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2013 with an option to renew for one (1) additional period of up to two (2) years only after the approval by the Commissioner of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Description of Technical Services:**3.1. MP3 Player Component:**

3.1.1. player shall offer a minimum of 1 million song titles available for purchase; KCN acknowledges that we understand, agree, and will adhere. KCN's music catalog consists of more than 5 million individual tracks. The average size of a track is 4.2 MB. All tracks are provided in clear MP3 format. These tracks are provided without any digital rights management, which is an important and necessary component of successfully administering a correctional music program.

KCN's catalog is composed of content from (a) the four major labels, which include Universal, Sony, EMI, and Warner, (b) several hundred private and/or specialty labels, and (c) thousands of independent artists via the Independent Online Distribution Alliance. In terms of the number of artists represented, the KCN catalog is comparable in scope to major digital music retailers like Amazon.

3.1.2. search and select of songs while being connected to the kiosk or any other computer and/or electronic device shall not be permitted; KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program does not allow for any searching or selecting of songs while connected to the kiosk. Instead, KCN's MP3 program allows users to search for songs directly from his/her player. This process occurs during the users own time while in his/her cell. We have learned from studying our current customers that inmates spend 2 to 3 hours a day searching for songs. Programs that require inmates to search for, select and download music all while connected to a kiosk can present serious issues. This can cause delays in receiving music. Long lines can form as a result of the amount of time required per inmate and can lead to disruption and/or disputes among the inmate population. With our MP3 program, a user simply selects the songs he/she wants to purchase directly from the player. The selected songs are then placed in the "Download Manager" on the player and will automatically download to the player upon the user's next connection to the kiosk. This process eliminates crowding and lines at the kiosk as well as

Vendor Initials: JA

considerably shortening the amount of time a user is connected. **The average connection time per user is less than three (3) minutes.**

- 3.1.3. player shall allow inmate to browse available song titles directly on player without connection to the kiosk at no additional cost to the inmates/patients;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program allows users to search for songs directly from his/her player. This process occurs during the users own time while in his/her cell. This is done at no additional cost to the inmates/patients. This process eliminates crowding and lines at the kiosk as well as considerably shortening the amount of time a user is connected. **The average connection time per user is less than three (3) minutes.**
- 3.1.4. player shall provide and display a download list to search and select songs for future download at no additional cost to the inmates/patients;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program does provide and display a download list to search and select songs for future download. The download manager will allow the inmates to remove and rearrange the songs in the download list as often as they wish until they connect to the kiosk to download the songs. This can all be done at no cost to the inmate.
- 3.1.5. download list shall allow the inmate to delete songs from selected list to inhibit songs to be downloaded when connected to the kiosk;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program does provide and display a download list to search and select songs for future download. The download manager will allow the inmate's to remove and rearrange the songs in the download list as often as they wish until they connect to the kiosk to download the songs. This can all be done at no cost to the inmate.
- 3.1.6. player shall provide the ability to reload deleted songs to player without being charged again for the deleted songs;
KCN acknowledges that we understand, agree, and will adhere. Each player has a Re-Order Manager which allows deleted songs to be added back to the player at no additional cost.
- 3.1.7. player shall have the ability to display, store and file songs;
KCN acknowledges that we understand, agree, and will adhere.
- 3.1.8. player shall have a mortality timer that requires inmates/patients to connect to the kiosk at least once every 30 days to renew the use of the player;
KCN acknowledges that we understand, agree, and will adhere. The Player Mortality is a key security feature of KCN's program that forces each player to connect to the Kiosk at least once every 30 days. The KCN Player will disable itself if its Mortality expires and must be connected to the Kiosk to begin working again.
- 3.1.9. player shall have an anti theft feature that locks out a player if it is reported lost or stolen;
KCN acknowledges that we understand, agree, and will adhere. If a player has been reported stolen, we can Fraud Lock the device. When the thief tries to connect the device, it will not allow access to the account but will alert us and we will notify the DOC of the time, date and kiosk location of where the player was

Vendor Initials: JA

detected.

- 3.1.10. player shall have a automatic shut off mechanism (security software) preventing downloads from any other electronic device or computer other than a kiosk; KCN acknowledges that we understand, agree, and will adhere. If an inmate attempts to connect his player to any device other than the music kiosk, the player will automatically shut off preventing access to any unauthorized device.
- 3.1.11. player shall be programmed to display the inmates/patients name and NHDOC identification number and location by depressing a manual button without the player to be turned on and off to display the inmates personal information; KCN acknowledges that we understand, agree, and will adhere. Each player will come preloaded with inmate's name and ID number. This information shall display when the player is powered on or when you hold the menu button down from the main screen when the player is actively in use.
- 3.1.12. player shall have the ability to create an electronic message on the player without being connected to a kiosk or computer device with a built in security feature to turn off feature if not approved for use; KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program has the ability to create electronic messages from the player without being connected to a kiosk or computer device. This feature can also be turned off if it is not approved for use by the DOC.
- 3.1.13. player shall have the ability to store/display NHDOC approved photos and electronic messages on the player without being connected to a kiosk with a built in security feature to turn off feature if not approved for use; KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program has the ability to store/display NHDOC approved photos and messages on the player without being connected to a kiosk or computer device. This feature can also be turned off if it is not approved for use by the DOC.
- 3.1.14. player shall provide and display the inmates/patients transaction history to include account balance after each disconnect from kiosk without being connected to kiosk; KCN acknowledges that we understand, agree, and will adhere. After songs are downloaded, the inmate will receive a message on their player stating the transaction history as well as their account balance that can be viewed on the player without being connected to the kiosk.

System Messages		>
1/22/2010 4:20:59 PM		
Message 1 of 4		

Cost of Transaction: \$2.00		
Current Account Balance: \$24.50		
Songs Added to Player: 04		
Songs You Have On Order: 05		
New Photos Added to Player: 03		
Other Deliveries and Information: 01		
Scroll Up [▲] Down [▼] Previous [◀] Next [▶]		

- 3.1.15. player shall have a minimum memory of 4 Gigabytes; KCN acknowledges that we understand, agree, and will adhere. KCN offers both a

Vendor Initials: JH

- 4GB MP3 player and an 8GB MP3 player.
- 3.1.16. player shall have a built in FM radio with digital tuner, pre-set station and auto scan capabilities;
KCN acknowledges that we understand, agree, and will adhere. KCN's player has a built in FM radio with digital tuner with pre-set stations and auto scan capabilities.
- 3.1.17. player shall be able to play only MP3 format songs with an unlimited number of delete and reload capabilities;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 player only plays MP3 format songs and the songs can be deleted and reloaded an unlimited amount of times at no cost to the inmate to re-download a previously purchased song.
- 3.1.18. player shall have the ability to have all security features removed from player when inmate/patient is released from custody at no charge to the inmate/patient and the NHDOC;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program allows for the inmate's player to have the security features removed upon release. The inmate would need to send the player back to KCN. The security feature will then be removed and shipped back to the inmate. They will not lose any previously purchased music as it will all still be on the player when they receive it back. Once the player has been "unlocked" it can then function as any normal MP3 player and can be used on any computer. Songs can then be bought through any normal means (i.e. iTunes, Amazon, etc.).
- 3.1.19. player shall be constructed with a clear plastic case comprised of no moving parts, lasers or recording devices;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 player was designed and made specifically for the Corrections environment. It has a clear plastic case and is comprised of no moving parts, lasers or recording devices.
- 3.1.20. visual screen to player shall be constructed with durable and shatter resistant clear plastic LCD color screen;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 player has a durable and shatter resistant LCD color screen.
- 3.1.21. player shall be capable of receiving, sending and displaying approved NHDOC e-mail communication and photos with the capability of turning off this feature;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 player has the capability of receiving, sending and displaying approved NHDOC email communication and photos. This feature can also be turned off if desired by the DOC.
- 3.1.22. player shall be capable of being powered by batteries and/or AC adapter;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 player can be powered by both batteries and/or AC adapter.
- 3.1.23. player shall provide the ability to search by genre, popularity, artist, decade and new releases;
KCN's Mp3 player has the ability to search by genre, song and artist. Other searching capabilities are being considered as future enhancements.
- 3.1.24. player shall provide play modes: delete, repeat all or single song and shuffle capability;
KCN acknowledges that we understand, agree, and will adhere. Player provides

Vendor Initials: JA

- play modes: delete, repeat all or single song and shuffle capability.
- 3.1.25. Vendor shall allow the NHDOC to approve song catalog choices (custom content) i.e. non violent material;
KCN acknowledges that we understand, agree, and will adhere.
- 3.1.26. player shall offer, display and play educational (audio books) and religious material approved by the NHDOC;
KCN acknowledges that we understand, agree, and will adhere. We are currently working with the CEA to create educational content. If the DOC provides us with the content in the necessary formatting, we can make said content immediately available to inmates.
- 3.1.27. automatic shut off mechanism (security software) preventing downloads from any other electronic device or computer other than the kiosk;
KCN acknowledges that we understand, agree, and will adhere. If an inmate attempts to connect his player to any device other than the music kiosk, the player will automatically shut off preventing access to any unauthorized device.
- 3.1.28. shall offer foreign language translation capability; and
KCN acknowledges that we understand, agree, and will adhere. The player language is available in both English and Spanish.
- 3.1.29. Vendor shall provide an operations manual free of charge to each inmate/patient that purchases an MP3 Player.
KCN acknowledges that we understand, agree, and will adhere.
- 3.2. Kiosk Component:
- 3.2.1. kiosk shall not connect to the NHDOC information technology infrastructure;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program runs on its own private satellite network.
- 3.2.2. kiosk shall operate on a satellite network;
KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 program runs on its own private satellite network.
- 3.2.3. multiple kiosk at each facility shall be at no cost to the NHDOC to include installation (with the exception of providing conduit/power to kiosks), maintenance, repairs and replacements;
KCN acknowledges that we understand, agree, and will adhere. Based upon already conducted site visits, we anticipate the need for 2 kiosks at NH State Prison for Men and 1 kiosk each at the NH State Prison for Women and Northern NH Correctional Facility.
- 3.2.4. kiosk shall be monitored remotely or offsite;
KCN acknowledges that we understand, agree, and will adhere.
- 3.2.5. Vendor shall provide free automatic technical alerts of malfunction, twenty-four (24) hour monitoring, technical support and reporting;
KCN acknowledges that we understand, agree, and will adhere.
- 3.2.6. kiosk shall allow up to four (4) inmates/patients to simultaneously download songs with immediate download capability;
KCN acknowledges that we understand, agree, and will adhere.
- 3.2.7. kiosk shall be designed and constructed for the correctional environment and shall be free of external buttons to enter information and provide shatter resistant visual touch screens;
Our kiosk is constructed with a shatter-resistant screen. KCN's kiosk has been

Vendor Initials: JH

specifically developed to limit the need for inmate interaction directly at the kiosk. Our program has been developed so that all decision-making is conducted using the personal Mp3 device. This eliminates the need for touch screens and minimizes lines and crowding at the kiosk.

- 3.2.8. Vendor shall provide optional stand alone kiosks or wall mount configurations if requested by the NHDOC;

KCN acknowledges that we understand, agree, and will adhere. KCN's music kiosk is a standalone kiosk.

- 3.2.9. kiosk shall be able to read inmates/patients NHDOC name and identification number;

KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 Program does not require the inmate to log onto an account when connecting to the kiosk. Instead, our program is designed for one player to one inmate. The player comes preloaded with the inmate's information on it and is automatically recognized by the kiosk as to whom the player belongs to once it is connected. This prevents any unauthorized attempt to sync to another inmate's account.

- 3.2.10. kiosk shall provide foreign language translation capability; and

KCN's Mp3 player supports translation and all inmate transaction history contained on the kiosk is translated and placed upon the player.

- 3.2.11. Kiosk shall provide point-in-time capability to verify inmates/patients available pre-paid balance.

KCN acknowledges that we understand, agree, and will adhere. KCN provide a point-in-time capability to verify available balance. Before downloading the songs to the inmate's player our kiosk checks the inmate's prepaid media account balance on our system to ensure the inmate has sufficient funds to purchase the requested songs.

3.3. E-mail Component – Sender:

- 3.3.1. e-mail (communication) system shall allow inmates/patients family and friends (third party users) to send e-mail through a Vendor provided secure website;

KCN acknowledges that we understand, agree, and will adhere. KCN provides a secure website that allows family and friends to send emails to those inmates/patients within the DOC.

- 3.3.2. Vendor provided secure website shall require third party users to create an account and log-in;

KCN acknowledges that we understand, agree, and will adhere. KCN's Secure Mail service allows the user to log into our secure website and create an account. Similar to a Yahoo or Hotmail account, the membership is FREE to the Customer.

- 3.3.3. access to the Vendor provided secure website shall be free to third party users;

KCN acknowledges that we understand, agree, and will adhere. Access to KCN's secure website is FREE.

- 3.3.4. third party users shall have access to the Vendors Frequently Asked Questions and Answers on the Vendors secure website;

KCN acknowledges that we understand, agree, and will adhere. KCN provides answers to FAQ's on the secure website.

- 3.3.5. upon an established account by third party users, users shall have the ability to

Vendor Initials: JA

view sent and received messages and photos;

KCN acknowledges that we understand, agree, and will adhere. Once membership is established, the user is able log in and view their individual mailbox which includes all received messages and archived sent messages.

- 3.3.6. third party users shall be allowed to purchase message credits, pay for an inmate/patients reply message, printing of e-mail and photos using their credits on the Vendor provided secure website via credit or debit card;

KCN acknowledges that we understand, agree, and will adhere. KCN secure website allows users to purchase message credits via credit/debit card. Users can also use those credits to pay for an inmate/patients reply message, pay for printing of email/photo using those credits.

- 3.3.7. third party users shall have the ability to access their account 24/7/365 with point-in-time capability to verify pre-paid balance or remaining credits available;

KCN acknowledges that we understand, agree, and will adhere. Users will be able to access their inbox and have the ability to purchase message credits 24/7/365.

- 3.3.8. third party users shall not have the capability to attach photos to e-mail message, i.e. third party users shall only have the capability to send photos and e-mail messages via the Vendor provided secure website by separate transactions;

KCN acknowledges that we understand, agree, and will adhere. KCN's secure mail service does not allow for attachments. All photos are sent as a separate photo message.

- 3.3.9. third party users shall have access to Customer Service via the Vendor provided secure website;

KCN acknowledges that we understand, agree, and will adhere.

- 3.3.10. third party users shall have access and agree to a disclaimer via the Vendor provided secure website indicating that all messages sent to and from the NHDOC facilities through the Vendor secured website shall be screened and either approved or disapproved based on content;

KCN acknowledges that we understand, agree, and will adhere. KCN will provide the above mentioned disclaimer.

- 3.3.11. Vendor provided secure website shall not allow third party users to type special characters, bold, italicize or highlight; and

KCN acknowledges that we understand, agree, and will adhere. KCN's secure mail program does not allow for special characters. Messages can only be sent using plain text. There is no option for font or color changes (i.e. no bolding, no highlighting, no italicizing, etc.).

- 3.3.12. Vendors electronic message system shall provide access to multiple foreign language translation capability.

KCN acknowledges that we understand, agree, and will adhere. KCN's secure mail program provides translation capabilities.

3.4. E-mail Component – Facility:

- 3.4.1. Vendor provided secure website shall require a log-in for authorized NHDOC facility staff;

KCN acknowledges that we understand, agree, and will adhere. KCN has created a specific facility website for authorized facility staff to view and approve/deny messages and photos. Each authorized facility staff member will have their own log-in information.

Vendor Initials: JH

- 3.4.2. authorized NHDOC facility staff shall have the ability to open and review incoming (received), outgoing (sent) e-mail and photos to approve or disapprove for content;
KCN acknowledges that we understand, agree, and will adhere. KCN has created a specific facility website for facility staff to view and approve/deny messages and photos.
- 3.4.3. Vendor provided software shall enable authorized NHDOC facility staff the ability to flag and sort all received and sent e-mail by: to, from and/or by subject fields;
KCN acknowledges that we understand, agree, and will adhere. Authorized NHDOC staff will have the ability to view an inbox containing all pending messages and photos for review. The staff will have the ability to flag and sort all received and sent emails by the: to, from, or subject fields.
- 3.4.4. Vendor provided software shall detect key words and phrases applicable to receive and sent e-mail predefined by the NHDOC;
KCN acknowledges that we understand, agree, and will adhere. Sent messages will pass through KCN's Word Watch filter software. The software will scan each message for words and phrases that have been predefined by the facility. KCN has a complete data base of pre-existing words and phrases that we can provide the DOC. However, the Word Watch software is completely customizable by each facility allowing them to enter words and phrases that are specific to their inmate population. Once the Word Watch scan is complete, each message is scored and displayed using a stop light tree system making it very easy for staff to see what messages they need to focus on. Green means no words or phrases found. Yellow means some words or phrases found. Red means significant number of words and phrases found.
- 3.4.5. authorized NHDOC facility staff shall have the ability to select group e-mail messages and photos for approval or denial without having to read/view content;
KCN acknowledges that we understand, agree, and will adhere. KCN's program will allow facility staff to select group messages and photos for approval or denial without having to read/view content.
- 3.4.6. Vendor provided software shall enable authorized NHDOC facility staff to route received and sent e-mail and photos to the prospective inmate/patient and between facilities;
KCN acknowledges that we understand, agree, and will adhere. KCN's secure mail program allows the facility staff to route received and sent email and photos to the prospective inmate/patient and between facilities. This can be completely customizable by the facility. With KCN's program, all messages could be viewed at one location and printed at each inmate/patients location for delivery. Or we could have each message route to that inmate/patients location for review and for printing. This can be completely customizable to what best meets the needs of the facility.
- 3.4.7. Vendor provided software shall enable authorized NHDOC facility staff the ability to assign levels of security and edit keyword and phrases for custom content;
KCN acknowledges that we understand, agree, and will adhere. KCN's program allows the facility to manage the facility staff users. Each user can be set up with its own customizable level of security. This will allow the DOC to control which of the facility staff can deny/approve messages, edit keywords and phrases, print

Vendor Initials: JH

- messages/photos, etc.
- 3.4.8. Vendor provided software shall provide the authorized NHDOC facility staff the ability to see layers of connections of communications (received and sent e-mail messages and photos) between inmates/patients and between inmate/patient and third party users;
KCN acknowledges that we understand, agree, and will adhere. KCN's Data Detective is software that is available to the DOC at no cost. The Data Detective is KCN's data mining solution specifically designed for our services. This tool is designed with the investigative nature of the corrections market in mind. Authorized staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. This will allow the DOC to see the layers of connection of communications between inmates/patients and between inmates/patients and the end user.
- 3.4.9. Vendor provided software shall provide authorized NHDOC facility staff to review transaction history of inmates/patients and third party users;
KCN acknowledges that we understand, agree, and will adhere. With KCN's program facility staff will be able to review transaction history of inmates/patients and third party users.
- 3.4.10. Vendor provided software shall allow multiple photos to be depicted simultaneously via thumbnails on the view screen allowing the authorized NHDOC facility staff the ability to approve or deny content;
KCN acknowledges that we understand, agree, and will adhere. All photos show up as a large thumbnail in the review queue containing the inmate name and sender name. As many as 32 photos going to different inmates can be displayed on the screen at one time allowing the facility staff to quickly review many photos. This unique photo process dramatically speeds up the process. If the facility staff would like to view a larger image of the picture, they simply click on the thumbnail to see it in full size.
- 3.4.11. Vendor provided software shall score all received and sent messages by reference to a word search database using a three tier flag system;
KCN acknowledges that we understand, agree, and will adhere. Once the Word Watch scan is complete, each message is scored and displayed using a stop light tree system making it very easy for staff to see what messages they need to focus on. Green means no words or phrases found. Yellow means some words or phrases found. Red means significant number of words and phrases found.
- 3.4.12. Vendor provided software shall provide the capability of e-mail messages, received and sent) to be programmed to be categorized to a separate view screen;
and
KCN acknowledges that we understand, agree, and will adhere.
- 3.4.13. Vendor provided software shall provide the capability of archiving e-mail messages and photos received and sent from and to inmates/patients and third party users.
KCN acknowledges that we understand, agree, and will adhere. All messages will be archived for the DOC and available in real time by logging on to KCN's secure facility website and using the "report" tool on the facility website. At the end of the contract term, KCN will provide a text base file of all messages to the DOC.

Vendor Initials: JH

- 3.5. E-Mail – Delivery Method:
- 3.5.1. electronic message system shall allow authorized NHDOC staff to print e-mail messages and photos for internal review and investigation purpose only; KCN acknowledges that we understand, agree, and will adhere. KCN's program allows the authorized NHDOC staff to print email messages and photos for internal review and investigation purposes.
- 3.5.2. electronic message system shall have the ability for the inmate/patient to view and respond to an approved e-mail messages and photos via MP3 player; KCN acknowledges that we understand, agree, and will adhere. KCN's Secure Mail program works in conjunction with our MP3 program. Once messages and photos have been approved by the facility, they can be delivered to those inmate's with an MP3 player. Once received on the player, the inmate/patient can then view and reply via the MP3 player.
- 3.5.3. electronic message system shall allow inmates/patients to create replies via the MP3 player; and KCN acknowledges that we understand, agree, and will adhere. KCN's Secure Mail program works in conjunction with our MP3 program and allows inmates/patients to create replies via the MP3 player.
- 3.5.4. Electronic message system shall allow inmates/patients to create a file management system for e-mail and song organization and storage. KCN acknowledges that we understand, agree, and will adhere. KCN's MP3 player provides a mailbox to sort and organize emails. The MP3 player also provides song organization. Songs can be viewed by Artist, Album, Genre, or simply all audio.
- 3.6. Operational:
- 3.6.1. Vendor shall provide a training plan for inmates/patients and authorized NHDOC staff on MP3 player and kiosk usage; KCN acknowledges that we understand, agree, and will adhere. KCN will provide training both for the inmates/patients as well as facility staff on both the MP3 player and kiosk usage as well as the Secure Mail Program. Our training includes on-site training, manuals, and a DVD for on-going training opportunities.
- 3.6.2. Vendor shall provide a detailed plan on kiosk installation and location accessibility acceptable to the NHDOC; Based upon our already conducted site visits, KCN proposes four (4) music kiosks to the NHDOC. KCN is proposing to place one (1) kiosk at the Northern NH Correctional Facility, two (2) kiosks at the NH State Prison for Men and one (1) kiosk at the NH State Prison for Women.
- 3.6.3. Vendor shall maintain contractual rights for the life of the Contract(s) and any renewals thereof to distribute digital media from major music labels or other entertainment media and venues; KCN acknowledges that we understand, agree, and will adhere.
- 3.6.4. Vendor shall maintain for the life of the Contract(s) and any renewals thereof insurance coverage to protect against claims and/charges of copyright infringement; and KCN acknowledges that we understand, agree, and will adhere.
- 3.6.5. Vendor shall provide customized reports predefined by the NHDOC.

Vendor Initials: JIA

KCN acknowledges that we understand, agree, and will adhere.

4. Location of Services and Average Projected Inmate Population:

4.1. Location of Services: The Contractor shall provide MP3 Players, Downloadable Digital Media and Kiok Services to the following location listed below. The facilities requiring these services are marked with an X:

Northern Region - NHDOC Northern NH Correctional Facility Location

<input checked="" type="checkbox"/>	Northern NH Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
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Southern Region - NHDOC Southern NH Correctional Facility Locations

<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
<input checked="" type="checkbox"/>	Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street,	Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045

4.2. Average Projected Prison Population:

Facility	Population
Northern NH Correctional Facility (NCF)	750
NH State Prison for Men (NHSP-M)	1470
Secure Psychiatric Unit (SPU)	40
Residential Treatment Unit (RTU)	20
NH State Prison for Women (NHSP-W)	125
Average Projected Population	

5. General Service Provisions:

- 5.1. NH Department of Corrections Contact: The Director of Security and Training, or designee shall contact the Vendor when service is needed.
- 5.2. Vendor Tools and Equipment: The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any and all tools, containers, and vehicles the Vendor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds
- 5.3. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 5.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. This provision will require Governor and Executive Council approval.
- 5.5. Vendor Employee Information: The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to enter the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC

Vendor Initials: JA

facility. Anyone who is found to have a criminal record shall not be allowed to enter these facilities. Names must be submitted to the NH Department of Corrections, Director of Security and Training, P.O. Box 1806, Concord, NH 03302, at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.

- 5.6. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 5.7. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendors performance under the Contract.
- 5.7.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
- 5.7.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 5.7.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Director of Security and Training, P.O. Box 1806, Concord, NH 03302.
- 5.8. Vendor Liaisons Responsibilities: The representative shall be responsible for:
- 5.8.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
- 5.8.2. monitoring the Vendors compliance with the terms of the Contract;
- 5.8.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 5.8.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 5.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 5.9.1. representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH

Vendor Initials: DA

- Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 5.9.2. monitoring compliance with the terms of the Contract;
 - 5.9.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 5.9.4. meeting with the Vendors representative on a periodic or as-needed basis and resolving issues which arise; and
 - 5.9.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 5.10. Reporting Requirements: The Vendor shall provide reports as requested below:
- 5.10.1. the Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NHDOC including but not limited to monthly summary of the sales of services provided by the inmates/patients;
 - 5.10.2. any information requested by the NH Department of Corrections; and
 - 5.10.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
- 5.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 5.11.1. monitor and evaluate the Vendors compliance with the terms of the Contract;
 - 5.11.2. meet with the Vendor at a minimum of twice a year to assess the performance of the Vendor relative to the Vendor's compliance with the Contract as set forth in the approved Contract document; and
 - 5.11.3. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

6. Other Contract Provisions:

- 6.1. Modifications to the Contract: In the event of any dissatisfaction with the Vendors performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.
- 6.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
 - not in compliance with the terms of the Contract, or; and
 - as otherwise permitted by law or as stipulated within this Contract.
- 6.3. Coordination of Efforts: The Vendor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

7. Bankruptcy or Insolvency Proceeding Notification:

- 7.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
- 7.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

Vendor Initials: JH

8. Embodiment of the Contract:

- 8.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
- 8.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 8.1.2. the proposal submitted by the Vendor in response to the RFP; and/or
 - 8.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 8.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 8.1.3. shall govern.
- 8.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendors Proposal and/or the result of a Contract.

9. Cancellation of Contract:

- 9.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
- 9.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
- 9.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 9.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

10. Vendor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

11. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

12. Additional Items/Locations:

Upon agreement of both parties additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

13. Information:

- 13.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use

Vendor Initials: JH

information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendors performance under the Contract.

- 13.2 The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 13.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NHDOC.
- 13.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NHDOC.

14. Special Notes:

- 14.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 14.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 14.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 14.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 14.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 14.4.2. secure the Contractor's written agreement to the proposed changes.
- 14.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 14.6. Any change in the Contract including the Vendor responsibilities and NHDOC responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.

15. Technical Proposal:

The Vendor shall provide and manage a turnkey downloadable digital media system which meets the requirements described in the Scope of Services, Exhibit A, Section 3, Description of Technical Services. The Technical Proposal shall contain a comprehensive description or how the system will provide the following:

Please see the enclosed Technical Proposal.

- 15.1. components of technical services:
 - 15.1.1. MP3 Player to include type/model, features and available accessories;
 - 15.1.2. kiosk to include types of models, capabilities and features; and
 - 15.1.3. e-mail message system to include capabilities.
- 15.2. installation of the kiosks and e-mail message system:
 - 15.2.1. amount of kiosks, process and timeline per site;
 - 15.2.2. technology used for the operation and connectivity of the kiosk and e-mail message

Vendor Initials: SH

- system;
- 15.2.3. type of components (equipment) required or to be installed for the successful functionality of the e-mail message system; and
- 15.2.4. NH DOC facility infrastructure requirements.
- 15.3. operational:
 - 15.3.1. uniqueness of system i.e. how system differs from competitor;
 - 15.3.2. type of media to be downloadable: music, educational and religious;
 - 15.3.3. component and system security controls related to the correctional environment;
 - 15.3.4. training provided to inmates and staff for the operation of the system;
 - 15.3.5. technical support for system (equipment) software and hardware problems;
 - 15.3.6. technical support for third party users (family and friends);
 - 15.3.7. warranty coverage and process for MP3 Players, kiosks and e-mail message system;
 - 15.3.8. maintenance requirements by Vendor and NHDOC;
 - 15.3.9. technology upgrades and future component enhancements to the system;
 - 15.3.10. Vendor administrative reporting capabilities; and
 - 15.3.11. response to inmate/patient grievances relating to the delivered product and services.

The remainder of this page is intentionally blank.

Vendor Initials: JH

SECTION C: Estimated Budget/Method of Payment, Exhibit B**1. Cost Proposal:**

1.1. Vendor Pricing Terms and Conditions: The Vendor shall describe and attach any and all pricing terms and conditions that may affect the Contract(s). Cost proposals shall be inmate/patient cost encapsulated to include no cost recovery for installation/maintenance and repair of equipment to the NHDOC. The NH DOC seeks to minimize any and all incurred expenses associated with a Contract for MP3 Player, Downloadable Digital Media and Kiosk Services. Information to include but not limited to:

1.1.1. MP3 Player Component:

See Enclosed Cost Proposal for Pricing Breakdown.

- how charges will be applied: per song; e-mail message system: page, message, line; picture or other;

See below for pricing breakdown.

- cost charged to inmates/patients per MP3 Player type or model;

See below for pricing breakdown.

- cost charged to inmates/patients per downloadable song;

See below for pricing breakdown.

- cost charged to inmates/patients per audio file i.e. audio books, educational and religious material; and

KCN is in the process of providing audio books and educational material. The will be included in our future enhancement.

- cost charged to inmates/patients to reactivate player (if player is not used for over 30 days) and security features (if applicable);

There is no cost to reactivate the player. There is never a cost to connect the player to the kiosk.

1.1.2. Kiosk Component:

- cost for installation (with the exception of the NHDOC providing conduit/power to kiosk), maintenance and repairs;

There is no additional cost to the NHDOC for the installation, maintenance and repairs of the kiosks.

- cost for multiple kiosks at each facility if deemed necessary by the NHDOC; and

There is no cost to the NHDOC for the installation of Kiosks.

- cost for technical alerts, support, monitoring and reporting.

There is no cost to the NHDOC for technical alerts, support, monitoring and reporting of the kiosks.

1.1.3. E-Mail Component-Sender/Facility:

See Enclosed Cost Proposal for Pricing Breakdown.

- how charges will be applied: e-mail message system: per page, message, line; picture or other,

- cost charged to inmates/patients per picture and e-mail transmission;

- cost charged to family and friends per picture and e-mail transmission; and

- cost charged to family and friends for prepayment of inmates/patients picture and e-mail transmission.

Vendor Initials: JA

- 1.1.4. E-Mail Component-Delivery Method:
 cost associated to the NHDOC ability to print pictures and e-mail for investigative purposes only.
There is no cost to the NHDOC to print pictures and email.
- 1.1.5. Other Fees:
 other costs/fees/charges (if any) that will be charged, including account set-up, maintenance, payment transaction fees and collection fees.
There are no other costs associated with program.
- 1.2. Commission: The Vendor shall describe the relevant commission/revenue generated options (if applicable) to be paid to the NHDOC from each down loaded song and/or e-mail transmission (received or sent) by the inmate/patient.
See Below for Commission Breakdown.
- 1.3. Method of Payment: The Vendor shall describe the method of payment options for the following.
- 1.3.1. by the inmate/patient;
Through Canteen via site item listed on Menu or Special Product Order (similar to TVs and other electronics) payable from the Inmate Trust Fund account. Typically these types of purchases are excluded from monthly spending limits.
- 1.3.2. by the family and friends (third party users); and
Third Party Users can pay by Credit/Debit Cards.
- 1.3.3. to the NH Department of Corrections (commissions, if applicable).
Commissions would be paid to the NHDOC via Check.

MP3 Services - Pricing

<u>Item</u>	<u>Unit</u>	<u>Price</u>
Maxx MP3 Player (4 GB), includes High Fidelity Ear Buds, 2 AA Batteries and Owner's Manual	1	\$99.95
Maxx MP3 Player (8 GB), includes High Fidelity Ear Buds, 2 AA Batteries and Owner's Manual	1	\$129.95
Song	1	\$1.70

MP3 Accessory - Pricing

<u>Item</u>	<u>Unit</u>	<u>Price</u>
Keyboard	1	\$25.00
Wall Outlet Adapter (optional)	1	\$13.75
Replacement High Fidelity Ear Buds	1	\$13.75

****The above accessory items would be sold to the DOC as bulk items for you to sell through your Commissary.**

MP3 Services - Commission Amount

<u>Item</u>	<u>Unit</u>	<u>Commission Amount Payable to the Department</u>
Maxx MP3 Player (4 GB)	Per Player	\$10.00
Maxx MP3 Player (8 GB)	Per Player	\$10.00
Song	Per Song	\$0.10

****If the DOC would desire to forgo player commissions, then we would sell the MP3 4GB Player for 89.95 and the 8GB Player for \$119.95.**

Vendor Initials: JH

Section D: Special Provisions, Exhibit C

1. This Contract may be renewed for an additional period of up to two (2) years, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.
2. Amend the Insurance provision in section 14.1.1 of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00" per occurrence.
3. Modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

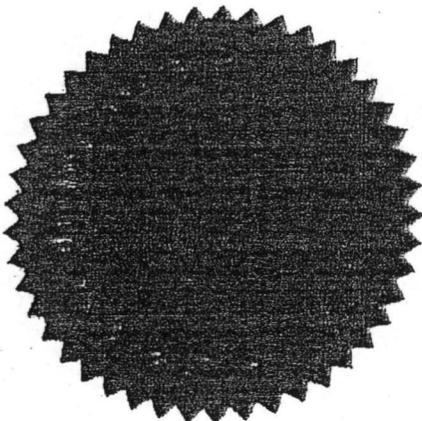
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Vendor Initials: H

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Keefe Commissary Network, L.L.C. a(n) Missouri limited liability company registered to do business in New Hampshire on April 27, 2010. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of September, A.D. 2010

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Jeffrey P. Harris, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Keefe Commissary Network, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Keefe Commissary Network, L.L.C.
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

[Signature]
(Contract Signatory - Signature)

11/10/10
(Date)

STATE OF New Jersey
COUNTY OF Middlesex

On this the 10 day of November 20 10, before me Veronica C. Gajardo,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

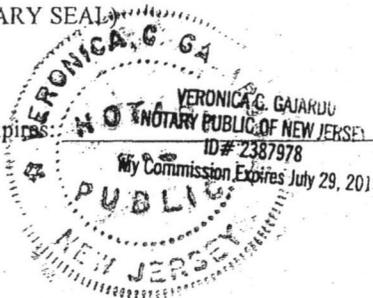
the undersigned officer, personally appeared Jeffrey P. Harris, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

[Signature]
(Notary Public / Justice of the Peace - Signature)

Commission Expires





CERTIFICATE OF LIABILITY INSURANCE

1/1/2014

DATE (MM/DD/YYYY)

2/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED 1357689 Keefe Commissary Network, LLC 10880 Linpage Place St. Louis MO 63132	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B : Great Northern Insurance Company		20303
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CENGR CERTIFICATE NUMBER: 12168589 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	7321-00-90	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	73210092	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7165-55-50	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
New Hampshire Department of Corrections is an additional insured under general and automobile liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

12168589 New Hampshire Department of Corrections P.O. Box 1806 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (314) 919-1231 Wells Fargo Insurance Services USA, Inc 1401 South Brentwood Boulevard, Suite 625 St. Louis, MO 63144	CONTACT NAME: Christy Woodson	
	PHONE (A/C, No, Ext): (314) 919-1231 FAX (A/C, No): 314-919-1101 E-MAIL ADDRESS: christy.ewoodson@wellsfargo.com PRODUCER CUSTOMER ID #: CENTR-3	
INSURED Keefe Commissary Network, LLC 10880 Linpage Place St. Louis, MO 63132	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance Company (Chubb)	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2235090 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			7321-00-90	01/1/11	01/01/12	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB							\$	
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> DEDUCTIBLE						AGGREGATE	\$	
	<input type="checkbox"/> RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7165-55-50	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverages Shown Are Provided For Informational Purposes Only.

CERTIFICATE HOLDER New Hampshire Department of Corrections PO Box 1806 Concord, NH 03302-1806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 