



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

107 mco

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

October 14, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property to amend the State Contract with Global Tel*Link Corporation, (Vendor No. 171984), Reston, VA, for the provision of Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services. The original contract was approved by Governor and Council on October 11, 2017 Item 49, for a period of five (5) years. This first amendment represents the exercise of adding language, which meets updated Payment Card Industry Data Security Standards (PCI DSS) and shall be effective upon Governor and Council approval through October 31, 2022. All other terms and conditions remain the same.

There is no cost to the State associated with the use of this Contract. The Contractor shall compensate the State a fixed commission rate for certain transaction types that will be charged to the Customer for contract services and additionally non-corrections pay telephone services.

EXPLANATION

This first amendment includes additional language to meet Payment Card Industry (PCI) standards that support payment services to the Department of Corrections. As inmate pay phone systems accept payment cards, updating this language is critical to ensure PCI Data Security Standards (DSS) compliance is maintained. In addition to compliance language, this amendment will add remediation language that details notification requirements in the event that a lapse in PCI DSS compliance occurs.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Global Tel*Link Corporation.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN GLOBAL TEL*LINK CORPORATION
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PAY TELEPHONE, INMATE TELEPHONE AND INMATE KIOSK/TABLET SOLUTION SERVICES
CONTRACT # 8002251**

November This First Amendment (hereinafter referred to as the "Amendment"), dated this 1ST day of ~~XXXXXX~~ 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Global Tel*Link Corporation (GTL) (hereinafter referred to as "the Contractor") for Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services.

WHEREAS, pursuant to an agreement effective November 1, 2017 set to expire October 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit A, Scope of Services, Add the following to Exhibit A:

10. PCI- DSS

The Contractor will be the merchant of record. The Contractor agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.

The Contractor affirms that, as of the effective date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

The Contractor will undertake an annual PCI-DSS reassessment applicable to their Merchant Level Status as outlined below:

- If the Contractor is a Level 1 Merchant, an annual ROC must be completed by a QSA or Internal Security Assessor (ISA) and the Contractor must submit their Attestation of Compliance (AOC) annually to the State.
- If the Contractor is a Level 2 or 3 Merchant, the Contractor must complete an annual self-assessment questionnaire (SAQ) and must submit their AOC annually to the State.
- If the Contractor is a Level 4 Merchant, the Contractor must complete an annual SAQ and submit the SAQ annually to the State.

The Contractor will immediately notify the State if it learns that it is no longer PCI DSS compliant and will immediately provide the State the steps being taken to remediate the non-compliance status. In no event should the Contractor's notification to the State be later than one (1) business day after Contractor learns it is no longer PCI DSS compliant.

DEFINITIONS:

PCI-DSS - The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB.

2. All other provisions of the Agreement, approved by the Governor and Executive Council on October 11, 2017, item #49, shall remain in full force and effect.

GLOBAL TEL*LINK CORPORATION

By: [Signature]
John Pitsenberger
(Print Name)

Title: Executive Vice President and Chief Financial Officer
Date: 11/1/19

NOTARY PUBLIC/JUSTICE OF THE PEACE

Commonwealth of Virginia
County of Fairfax
On the 1st day of November, 2019.
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

John Pitsenberger

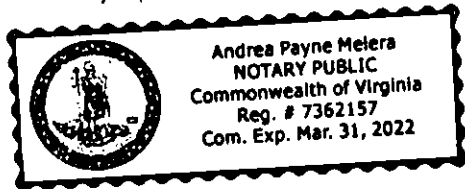
And acknowledge that he executed this document indicated above.

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

Andrea Payne Meiera
(Notary Public/Justice of the Peace)
My registration # 7362157
My commission expires:

3/31/2022
(Date)

11/1/19



STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 11-8-19

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Tatiana Rakhnazarova
(Print Name)

Title: attorney

Date: Nov 8, 2019

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

State of New Hampshire

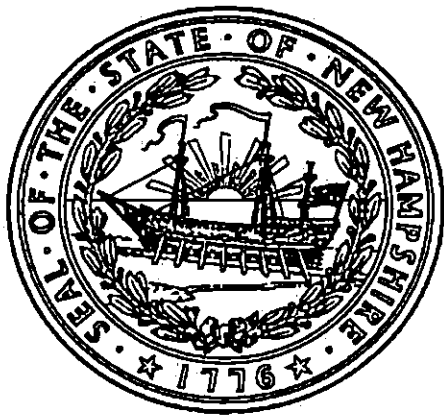
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GLOBAL TEL*LINK CORPORATION is a Idaho Profit Corporation registered to do business in New Hampshire as GREAT RATE on October 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 259160

Certificate Number: 0004572629



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of August A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Global Tel*Link Corporation
www.gtl.net

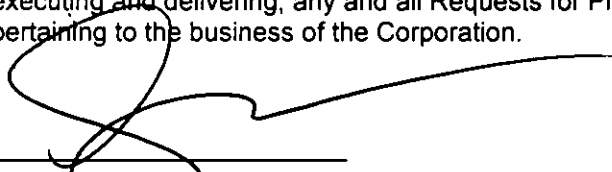
Corporate Headquarters
12021 Sunset Hills Road
Suite 100
Reston, VA 20190

Operations Center
107 St. Francis Street
32nd Floor
Mobile, AL 36602

Global Tel*Link Corporation
FEIN 63-1071001 (Idaho)
Secretary's Certificate of Authority

I, Claudia Regen, hereby certify that

1. I am the duly designated Corporate Secretary of Global Tel*Link Corporation (the "Corporation"), duly organized under the laws of the State of Idaho.
2. John Pitsenberger is an Executive Vice President and the Chief Financial Officer of the Corporation.
3. John Pitsenberger is authorized and empowered to bind and obligate the Corporation by signing, executing and delivering, any and all Requests for Proposals, contracts and related documentation pertaining to the business of the Corporation.



Claudia Regen, Secretary

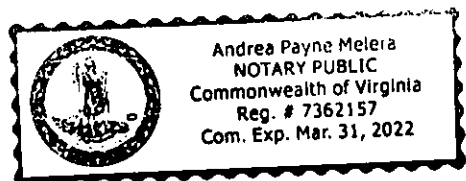
Notary

Commonwealth of Virginia
County of Fairfax

On November 1, 2019 before me, Andrea Payne Melera, a Notary Public in and for said County and Commonwealth, personally appeared Claudia Regen, who provided me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument, or the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal.

Signature Andrea Payne Melera
 My commission expires: 3/31/2022
 My registration # 7362157





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/30/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED GTEL Holdings, Inc; Global Tel*Link Corp 107 St Francis St 32nd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Chubb National Ins Co		10052
	INSURER C: Federal Insurance Company		20281
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570078102460** **REVISION NUMBER:**

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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 OTHER:			35833545	09/01/2019	09/01/2020	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73533839	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79839962	09/01/2019	09/01/2020	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
B	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	2071725186	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				2071750223	09/01/2019	09/01/2020	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Auto Liability and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Administrative Services
Attn: Contract Coordinator
25 Capital Street
Concord NH 03301 USA

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
Aon Risk Services South, Inc

Holder Identifier :

Certificate No : 570078102460

49 *CBM*



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

October 2, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Authorize the Department of Administrative Services to enter into a contract with Global Tel*Link Corporation (GTL), (Vendor# 171984) Reston, VA 20190 for Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services. The term shall be for five (5) years beginning November 1, 2017 with Governor and Council approval and ending on October 31, 2022. There shall be no cost to the State associated with the provision of these services.

The Contractor shall compensate the State a fixed commission rate for certain transaction types that will be charged to the Customer for contract services and additionally non-corrections pay telephone services.

EXPLANATION

The purpose of this contract is to provide the supply, install, maintenance, and end user support for Inmate Telephone, Kiosk/Tablet services for the Department of Corrections, as well as to provide the State with Pay Telephone services for a fleet of State payphones at approximately 68 public locations either owned or leased by the State. The contract will encompass all related kiosks and switching equipment, administrative PCs, hardware, software, and telephony facilities for local and long distance service.

The Department of Corrections portion of the contract includes telephones and tablets, for use by inmates for the purposes of maintaining contact with families and their legal representatives. Core services available to inmates will include telephone, email, and video visits, as well as the ability to pay restitution, and order items from the commissary, within the regulations and under the control of the Department of Corrections. Additionally, the inmates may purchase e-cards, books, movies, games, and music for use on the tablets.

The current contract for inmate telephone services expires on October 31, 2017, however that contract allows for the services to continue for an additional ninety (90) days while the State transitions from one vendor to another.

On June 9, 2017, the Bureau of Purchase & Property issued Request for Proposal (RFP) #1999-18 for Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services. The RFP was advertised on the Purchase & Property bids web site and sent to approximately one dozen companies. On July 14, 2017, four (4) proposals were received. Proposals were evaluated by a team consisting of representatives from the Department of Corrections (DOC) and the Department of Administrative Services (DAS), on the basis of a possible 1,000 total points. GTL was the highest scoring vendor with 943 total points.

No State funds will be expended under this contract. The Department of Corrections will receive \$30,000 a month from November 1, 2017 through October 31, 2019 and \$32,000 a month from November 1, 2019 through October 31, 2022. These funds will be deposited into the Inmate Recreational Fund, to be used specifically for the future benefit of State inmates. In return, the Contractor will obtain revenues from phone calls made by the inmates. The Department of Corrections will also receive fixed commission rates, as defined in Exhibit B, for the term of the contract. In addition, the State will receive 20% commission for all non-corrections pay telephone services and the contractor will retain the balance in compensation for services provided.

Attached are copies of the evaluation of the compliant proposals.

Based on the foregoing, I am respectfully recommending approval of the contract with Global Tel*Link Corporation.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 Bid # 1999-18

DATE: 7/14/17 @ 1:30 PM

PAY TELEPHONE, INMATE TELEPHONE AND INMATE KIOSK/TABLET SOLUTION SERVICES
 Multi-Agency Contract

Category	Total Points Available	Securus	ICS	GTL	Legacy Inmate
Executive Summary/Understanding of Requirements	50	50	42	48	23
References	50	50	50	50	50
Technical Approach	225	102	215	215	204
Solution	125	111	125	125	111
Implementation Plan	125				
<i>Areas pertaining to point allocation for Implementation Plan</i>					
<i>Inmate Requests/Grievances</i>	10	5	10	10	10
<i>Commissary Ordering</i>	10	5	10	10	10
<i>Video Visitation</i>	5	3	5	5	5
<i>EMAIL/PHOTO/E-VIDEO MAIL</i>	5	3	5	5	5
<i>Restitution/Fine/Fee Collection</i>	20	10	20	20	20
<i>Inmate Informational Service</i>	20	10	20	20	20
<i>Pre-Paid Exit Cards</i>	10	5	10	10	10
<i>Education</i>	20	10	20	20	20
<i>MP3/Books/Games/Movies/Other content</i>	5	3	5	5	3
<i>Inmate Cash Withdrawal Request</i>	20	10	20	20	20
		63	125	125	123
Financial Statements/Financial Stability	75	65	75	30	50
Fee Structure (Costs/Rebates/Commissions)	350	345	247	350	137
Total Points Available:	1000	786	879	943	697

Subject: Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services


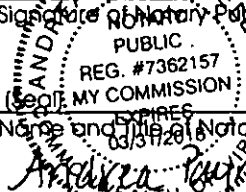

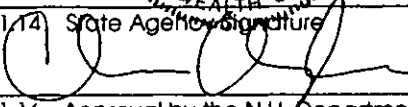
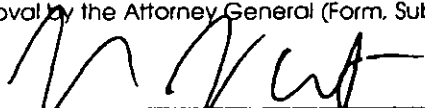
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03304	
1.3 Contractor Name Global Tel*Link Corporation		1.4 Contractor Address 12021 Sunset Hills Rd. Suite 100 Reston, VA 20190	
1.5 Contractor Phone Number (703) 955-3910	1.6 Account Number N/A	1.7 Completion Date October 31, 2022	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey B. Haidinger, President and Chief of Business Solutions	
1.13 Acknowledgement: State of <u>Commonwealth of Virginia</u> County of <u>Fairfax</u> On <u>Sept. 29, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved 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  			
1.13.2 Name and Title of Notary or Justice of the Peace Andrea Payne Melera, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Date: <u>10-3-17</u>	
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) (if applicable) By:  On: <u>10/3/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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, or all, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Global Tel*Link (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Pay Telephone, Inmate Telephone and Inmate Kiosk/Tablet Solution Services in accordance with the proposal submission in response to State Request for Proposal # 1999-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFP 1999-18 and Contractor response, dated June 26, 2017

3. TERM OF CONTRACT

This Contract shall commence on November 1, 2017 or upon the approval of Governor and Executive Council, whichever is later, and shall terminate on October 31, 2022, a period of approximately five (5) years, unless extended for additional terms.

4. SCOPE OF WORK

The Contractor shall provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein, including telephones, switching equipment, administrative PCs, hardware, software, telephone facilities for local, intra-LATA and inter-LATA service, maintenance and end user support. Inmate telephone services shall include Department of Corrections' facilities and State Prisons. Pay telephone services shall incorporate all State locations either owned or leased by the State. Contractor shall coordinate all activities with the existing State contractor in order to maintain a smooth transition of uninterrupted service.

1. Inmate Telephone and Pay Telephone Services

Items under 1.1 are common to both services while items under 1.2 are specific to Inmate Telephone services. The Contractor must include any equipment and facilities required for the services to perform as specified within.

1.1 Common Requirements

1.1.1 Scope

The Contractor shall provide complete "turnkey" services, requiring no items ordered or provided by the State. The Contractor shall obtain all Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet Contract requirements. The Contractor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for Primary Inter-Exchange Carrier (PIC) changes shall be invoiced to and paid directly by the Contractor. The State shall not be responsible for any additional costs related to services. The State shall not provide

labor, equipment or facilities to implement and maintain services. The total quantity of services shall vary. No guarantee of service quantity is given or implied.

1.1.2 Installation Guidelines and Schedules

The Contractor shall provide and install new equipment on sites with limited space provisions. Sites are presently equipped by Inmate Calling Solutions or their subcontractors. The Contractor shall install replacement control equipment within the same locations and cut over services prior to removal of existing equipment. Actual phone installations shall be coordinated with the incumbent provider in order to minimize phone service down time.

1.1.3 Ownership of Equipment

Contractor shall retain ownership of all equipment throughout the duration of the Contract. All equipment and services shall remain in operation from the commencement of the Contract to the initiation of a future contract. In the event that a replacement subsequent contract is not awarded to the same Contractor, the existing contractor shall supply all equipment and services for a period of up to ninety (90) calendar days beyond the contract termination date. The State shall bear no costs for the installation of new services, or the removal and transfer of existing services.

1.1.4 Interface Cable, Jacks and Administrative/Investigative PCs

All cable, wire, patch panels, jacks, interface blocks, wire management facilities and Administrative/Investigative PCs shall remain as property of the State at the termination of the Contract.

1.1.5 Subcontractor Equipment

The Contractor must provide documentation on equipment ownership if equipment is owned by a subcontractor and the terms of the use of such equipment.

1.1.6 Removal of Equipment

The State shall bear no costs for the removal and transfer of services from incumbent contractor to the new Contractor. Contractor shall not be reimbursed for the removal or relocation of any Contractor-, or subcontractor-, owned equipment throughout the duration of this Contract, including the removal of equipment at time of termination. Contractor shall make arrangements for removal of existing systems at each facility, with smooth cutover to new services without interruption of service. The Contractor must coordinate all circuit orders with the LEC and IEC. Timelines shall be coordinated with the person(s) designated by the State.

1.1.7 Equipment Installation

All wiring and connections to the Contractor equipment shall be made using Contractor-supplied cable and facilities. The Contractor shall provide all materials required to install receptacles and wiring. Existing cable, owned by the State and previously installed for inmate phones, with idle pairs may be used where available, but installation shall not interrupt or place in jeopardy any existing services or equipment. All equipment installed by the Contractor must be new equipment. All telephones, switches and equipment shall be removed and replaced with new equipment to comply with this requirement.

The Contractor shall provide a complete inventory report to the State within sixty (60) days of Contract award and annually on each April 1st thereafter, which includes all equipment and telephones used, inclusive of make, model, definition (inmate phone, pay phone, switch, etc.), its enclosure and location. Inventory reports shall be submitted electronically in a format compatible with MS Excel software and suitable to the State. Inventory report shall be updated on a yearly basis for the term of the Contract, including any extensions, or at any other time if requested by the State.

1.1.8 ADA/IBC Codes

The Contractor shall abide by the most current version of the Americans with Disabilities Act (ADA) and International Building Code (IBC) codes in all respects, inclusive of the mounting height requirements, signage, lighting and Telecommunications Device for the Deaf equipment requirements. The State shall not be held responsible for supplying or maintaining any mountings or devices.

1.1.9 Operational and Maintenance Support

The Contractor shall provide support for all services. The State shall not provide personnel for system installation, maintenance or operation. The Contractor shall work with the incumbent service provider to convert all existing data to required format and loading into the replacement system. The Contractor shall accept data from the current provider in any format provided. The Contractor shall load the information into replacement systems. Complete operational testing, including any and all hardware and software, shall be performed prior to cut over.

1.1.10 Telephone Support

The Contractor shall provide toll free dial up telephone number(s) for 24 hours per day, 365 days per year support of all services, for any repair, billing, end user questions and State employee question assistance.

1.1.11 Cooperation with Carriers

The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in supplying any required routing and/or translation changes. The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in transferring services and equipment required providing uninterrupted service. The Contractor shall order, coordinate, and schedule all associated carriers for the installation of telephone facilities and services.

1.1.12 Service Availability

Service shall be available 24 hours per day, 7 days per week. Services shall encompass all facilities and equipment necessary to implement required operations including local, inter-LATA and intra-LATA transport. The Contractor shall coordinate all activities with existing vendor(s) in order to maintain a smooth transition of uninterrupted service.

1.1.13 System Failures

The Contractor shall accept trouble reports from State contacts and telephone service users regarding the improper operation of telephones, failure of call completion or feature operations.

1.1.14 Call Completion Failures

The Contractor shall accept complaints from called parties regarding failure of call completion for any and all reasons. This shall be inclusive of complaints due to lack of payment, location of called party service, Local Exchange Carrier (LEC) or Long Distance Carrier (LDC).

1.1.15 Inter-LATA Carrier Selection

Inter-LATA services shall be completely transparent to the caller, not requiring human interface to complete calls.

1.1.16 Call Quality

The Contractor shall ensure a high quality of calling services, correcting noisy call problems and minimizing deficient call completion issues.

1.1.17 Test Calls

The Contractor shall provide high quality transmission service. Service shall be verified by a test call to an industry standard milliwatt tone and quiet generated in a facility within a selected North American NXX/NPA, and analog measurements taken regarding tone level and line noise. Analog tone level at the handset shall be within 0 to -8.5 dbm. All other readings shall be considered substandard.

1.1.18 Credit for Faulty Call Transmission

Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and is billed for faulty service. Credit shall also be issued when a call is terminated within thirty (30) seconds of call initiation due to substandard transmission quality, and a second attempt is made. The user has the right to request a refund when providing the proper information such as the number dialed, time called and date called. The Contractor must work directly with the complainant. The Contractor shall be responsible to verify the sequential call attempts. The Contractor shall be responsible to provide evidence that the call services fall within the call quality and operating parameters as noted in items 1.1.15 through 1.1.17

1.1.19 State Notification of Faulty Transmission

The Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality within twenty-four (24) hours of discovery. The Contractor shall maintain support for its services following an emergency that affects the facilities and systems it maintains or maintained by DOC. Contractor shall provide access to and use of a backup system with same functionality and data as its operational system within the same time frame of twenty-four (24) hours.

1.1.20 Call Completion

The Contractor shall be responsible to ensure proper call completion and provide the State with accurate, real time traffic statistics, maintenance and operational reports upon request (i.e. "On Demand", daily, weekly, monthly, etc...).

1.1.21 Connect Time

The Contractor shall limit call connect time access (time period from the end of dialing to ringing at destination line, exclusive of messages and call acceptance processes) to four (4) seconds or less.

1.1.22 Connectivity

The Contractor shall accept and complete all calls to all locations. Rejection of calls based upon local carrier, service reseller, called party's registered long distance carrier, or Contractor-selected long distance carrier is prohibited. Rejection due to failure of called party to complete payment for calls as in the case of prepaid calling or debit services is at the discretion of the Contractor.

1.1.23 Commission and Usage Management Reports

Service cost and usage reports shall be provided by e-mail or directly downloadable from Contractor's website. Report files shall be compatible with MS Access and Excel programs. (Inclusive of comma delineated, csv, pipe delineated or similar file formats.).

Pay telephone reports shall:

- Identify revenue and commission paid itemized by call originating telephone, location and number;
- Identify revenue and commission itemized by coin, collect/3rd party, and dial-around;

- Identify revenue and commission itemized by local, intra-LATA and inter-LATA calls.

Inmate telephone reports shall:

- Identify revenue and commission paid itemized by call originating telephone number and location;
- Identify call quantity, minutes and cost itemized by call originating telephone;
- Identify call quantity, minutes and cost itemized by collect dial, prepaid collect and debit calling;
- Identify call quantity and cost itemized by local, intra-LATA and inter-LATA calls.
- Provide a report of commonly called telephone numbers contacted by multiple inmates.
- Provide enhanced reports of potential misuses of telephone services by inmates.

Inmate reports shall be provided through an automated process to the **Department of Corrections (DOC) daily along with monthly reports to PO Box 1806 Concord NH 03302-1806.**

Reports for pay telephones within State park locations shall be forwarded to the **Department of Natural and Cultural Resources monthly to 172 Pembroke Road Concord, NH 03302-6312.**

Pay telephone reports for non-DNCR service locations and all other locations shall be forwarded monthly to the **Department of Administrative Services, Division of Procurement and Support Services at 25 Capitol Street, Room 102 Concord NH 03301.**

Printed reports shall accompany mailed commission payment to each of the three (3) Agencies.

1.1.24 Reporting Requirements

Reports shall be due on the 10th of each month following the service month in addition to the daily reports received by the Department of Corrections (DOC). All such reports shall be available on line via a secure Internet web-site, available to any State authorized individual at any time. Up to ten (10) State users shall be allowed simultaneous access, secured through password protection.

1.1.25 Dedicated Financial Representative

The Contractor shall assign a dedicated financial representative to the State account that shall cooperate with the State to resolve income, call detail, equipment programming and data discrepancies. Financial Representative (or knowledge-equivalent substitute) shall be available on each State business day during State business hours of 8:00 a.m. to 4:30 p.m., Eastern Standard Time.

1.1.26 Corrective Data

The Contractor shall provide any corrective data requested by the State within five (5) working days. This is inclusive of balances and credits owed to the State.

1.1.27 Installation Report

Within ninety (90) days of Contract commencement, Contractor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service. The following additional items shall be provided:

- Certification of completion indicating that all services and products are operational, complete and fully tested per contract requirements.
- Front view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.

- Side view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
- Side view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
- Cable layout including all blocks (66, 110 or other) and interfaces.
- Network Hub Layout
- MDF Termination Detail
- Block layout identifiers

1.1.28 Repair and Monitoring Practices

All equipment provided shall be the responsibility of the Contractor. Contractor shall provide and maintain all equipment at locations specified within this document. It is the responsibility of the Contractor to furnish all items required to ensure operation, including racks, cable, power distribution, telephones and electronic switching. The Contractor shall provide spares, trained personnel and software to support the equipment at the Contractor's expense throughout the duration of the Contract.

1.1.29 Response to Major Service Calls

The Contractor shall respond to a major service call within four (4) State business hours of report of occurrence. A major service call is defined as a loss of two (2) or more telephones at any one bank of telephones, loss of carrier services for two (2) or more telephones, or failure of Administrative/Investigative PC operation and/or interface to vendor equipment at any single site. PC failures regarded as major shall include loss of server/switch access, loss of user permissions, failure of PCs to boot, failure of PC to allow user to monitor records, record records or view call data. State business hours for inmate telephone service and related equipment is any time, 24 hours per day, any calendar day of the year. State business hours for pay telephones is 8:00 A.M. to 4:30 P.M Eastern Standard Time, Monday through Friday.

1.1.30 Response to Minor Service Calls

The Contractor shall respond to a minor service call within the next business day of report of occurrence. A minor service call is defined as any service call not defined as major. Additional services such as Moves Adds and Changes (MAC) shall be requested after installation. Most work shall be scheduled some time in advance (three (3) or more days), but the Contractor shall service the State within the next business day when requested to do so. In all cases, work shall be completed within ten (10) business days. For inmate telephone services, next business day shall be next calendar day.

1.1.31 Repair Reports

The Contractor shall provide monthly trouble reports summarizing repair activities for the previous month's reports. The Contractor shall meet with the State either in person or via a telephone conference call regarding corrective actions and trouble resolution upon request. Type of meeting shall depend upon problem severity and shall be decided by the State.

1.1.32 Unauthorized Activities

The Contractor shall provide immediate notification to the State upon receipt of evidence of fraud, vandalism, wire-tap, or any other access to, or use of, services or products other than those authorized by the State.

1.1.33 Audits

The State shall have the right to conduct an audit of any Contractor and its sub-contractor(s) for the specific purpose of determining the accuracy of call costing and payments to the State.

1.1.34 Contacts

The Contractor, within five (5) business days after Contract approval, shall notify the Department of Administrative Services, Division of Procurement and Support Services, in writing, of the names, addresses and telephone numbers of the principal contact(s) for:

- Trouble-shooting and routine repairs;
- Major outage/trouble reports;
- Escalation procedures;
- State payments and accounting records;
- Terms and conditions.

The Contractor shall provide written notice to the DOC as soon as identified of any changes of contact personnel and/or telephone numbers for the duration of the Contract and any renewals thereof.

1.1.35 Telephone Count

The Contractor shall provide minimum service on a one telephone-to-one telephone replacement basis. The Contractor shall not decrease telephone count unless directed to do so by the State. Contractor may use a tablet solution within certain areas of DOC facilities for calls but must provide a solution that allows the same access for all inmates as the current phone solution.

1.1.36 Confidential Information

The Contractor shall agree that all discussions or information gained during communications shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

1.2 Inmate Telephone Requirements

DOC provides inmates with communication to family and community ties. Utilizing the latest software and technology, the DOC hopes to help reduce the undue burden on friends and family travelling across the state or state-lines to visit, reduce the introduction of contraband, and allow more opportunity for pro-social visiting. All services shall be "turnkey" (all hardware and software) requiring no preparation by the State. The Contractor shall obtain and transfer all inmate data records into the systems. The number of telephones and telephone access for inmate telephones shall be limited as deemed necessary by Department of Corrections' administration. If the Contractor chooses to propose a system that utilizes tablets, the solution must meet the requirements outlined for that equipment (refer to Section 2.0, Item 2).

Contractor shall replace all existing telephones and equipment at the following locations:

New Hampshire State Prison for Men (Concord)
R&D- 7 phones: 1 on 1 East, 1 on 2 East, 1 on 3 East, 1 on 1 West, 1 on 2 West, 1 on 3 West, 1 in Intake.
R&D Dorms- 6 phones: 2 on A Dorm, 2 on B Dorm and 2 on C Dorm.
H-Bldg- 18 phones: 3 on A Pod, 3 on B Pod, 3 on C Pod, 3 on D Pod, 3 on E Pod and 3 on F Pod.
CCU- 6 phones: 2 on A Pod, 2 on B Pod and 2 on C Pod.
MCN- 13 phones: 7 on Ground Level, 2 on Level 1, 2 on Level 2 and 2 on Level 3.
MCS- 15 phones: 9 on Ground Level, 2 on Level 1, 2 on Level 2 and 2 on Level 3.
SHU- 11 phones: 1 on A Tier, 1 on B Tier, 1 on C Tier, 1 on D Tier, 1 on E Tier, 1 on F Tier, 1 on G Tier, 1 on H Tier, 1 on I Tier, 1 on K Tier and 1 on N Tier.

SPU- 8 phones: 2 on Res. Treatment, 1 on D Ward, 1 on E Ward, 2 on F Ward, 1 on G Ward and 1 on H Ward.
MSU- 6 phones : 3 on North Dorm and 3 on South Dorm
HSC- 1 phone.
Visiting Area- 4 phones
Northern New Hampshire Correctional Facility (Berlin)
Main Cells- 48 phones: 6 on A Tier, 6 on B Tier, 6 on C Tier, 6 on D Tier, 6 on E Tier, 6 on F Tier, 6 on G Tier and 6 on H Tier.
CCU- 4 phones
HSC- 1 phone
Intake -1 phone
New Hampshire Correctional Facility for Women (Goffstown) ***
Main Cell Area- 10 phones: 3 on A Tier, 3 on B Tier, 2 on C Tier and 2 on D Tier.
Dorm -3 phones
Multi-Room- 3 phones
Intake - 1 phone.
Shea Farm (Concord)
Dorm 2 phones
Calumet House (Manchester)
Basement - 2 phones.

***Current facility is in Goffstown NH (as noted above). The following is the design for the New Women's Correctional Facility that shall be located in Concord. This facility is anticipated to open in Spring of 2018. ***

New Women's Correctional Facility inmate phones, kiosks and video visitation stations					
QTY	Description	room #	location name	mounting	substrate
2	video visitation unit for inmate use	C3.125	C3 Interview Room	west wall	masonry
2	video visitation unit for inmate use	C3.123	C3 Dayroom	east wall	masonry
2	video visitation unit for inmate use	WE 123	WE Dayroom	west wall	masonry
2	video visitation unit for inmate use	WE 125	WE Interview Room	east wall	masonry
1	video visitation unit for inmate use	HL145	Inpatient Dayroom	east wall	masonry
1	video visitation unit for inmate use	SH131	SH Main Dayroom	south wall	masonry
1	video visitation unit for inmate use	SH115	C4 Dayroom	east wall	masonry
1	video visitation unit for inmate use	SH117	Reception Dayroom	east wall	masonry
1	video visitation unit for inmate use	SH129	C5 Secure Dayroom	south wall	masonry
2	video visitation unit for inmate use	C2.104	C2 Interview	west wall	drywall/mtl stds
1	video visitation unit for inmate use	C2.156	C2 Dayroom	north wall	drywall/mtl stds

2	video visitation unit for public use	AD110	Video Visitation	east wall	masonry
18	TOTAL VIDEO VISITATION				
1	Electronic Kiosk for info/com orders	AD102	Lobby	west wall	drywall/mtl stds
1	Electronic Kiosk for info/com orders	C2.156	C2 Dayroom	north wall	drywall/mtl stds
1	Electronic Kiosk for info/com orders	C3.123	C3 Dayroom	south wall	masonry
1	Electronic Kiosk for info/com orders	WE 123	WE Dayroom	south wall	masonry
4	TOTAL INFO/COM KIOSKS				
2	Inmate Phone	C2.115	C2 Dayroom (south)	west wall	drywall/mtl stds
2	Inmate Phone	C2.144	C2 Dayroom (north)	west wall	drywall/mtl stds
4	Inmate Phone	C3.123	C3 Dayroom	steel post	detail A14/A533
4	Inmate Phone	WE 123	WE Dayroom	steel post	detail A14/A533
1	Inmate Phone	SH115	C4 Dayroom	steel post	detail A14/A533
1	Inmate Phone	SH117	Reception Dayroom	steel post	detail A14/A533
1	Inmate Phone	SH132	C5 Dayroom	steel post	detail A14/A533
2	Inmate Phone	SH130	SH Dayroom	north wall	masonry
1	Inmate Phone	HL145	Inpatient Dayroom	west wall	drywall/mtl stds
18	TOTAL INMATE PHONES				

1.2.1 Administrative / Investigative PCs

If the Contractor does not provide a web based service to access functionality Administrative/Investigative PC's must be provided. All Administrative / Investigative PCs shall be maintained by the Contractor throughout the term of the Contract, and any renewals thereof, but be turned over to the State at the termination of the Contract. The State shall receive such, including all software and peripherals, as considered inclusive in the system. The State shall not be held responsible for any damage to equipment. All call records, call recordings, video recordings and related records shall be State property and remain with the State at the termination of the Contract.

1.2.2 Compact Design

The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space.

Contractor shall provide services through a centralized system, with minimal required hardware on-site. The systems core control, switching, and recording servers are located offsite within the Contractor's data center.

The on-site ICP platform hardware shall be housed within an on-site equipment cabinet:

- Platform Hardware: 14" Height x 17.5" Width x 16.5" Depth

1.2.3 Power (Applies to all on site equipment)

Each ICP unit shall be powered by no more than a single, unconditioned, 115 volt, 60 Hz power source drawing no more than twenty (20) amps. ICP shall be equipped with an internal UL listed power supply that is tolerant of line transients, momentary surges, and short duration power drops such that inmate phone operation continues in the presence of such common disturbances. No auxiliary power cords, external power supplies, or AC/DC converters shall be required at the actual inmate phone stations. Power backup (UPS or battery with line conditioning) for up to fifteen (15) minutes in the event of power failure shall be provided. Outlet may be shared with existing Contractor's equipment.

1.2.4 Telephones

Each telephone station shall be self-contained, utilizing telephone cabling for all connectivity. Switching and switching equipment may be virtual but the phones must be deployed as actual hardware. Cable shall be protected by encasement in metal conduit. Installations may use existing conduit utilized by the present contractor when available.

1.2.4.1 Armored

Contractor stations shall be armored, coinless phones designed for use in correctional facilities. Telephone stations shall include stain resistant metal casing, metal armored handset cord, armored handset, moisture resistant keypad, and concealed fittings to prevent inmate tampering. Coin phones or phones requiring local power are not acceptable for inmate phones (coin shall be provided in visitor area). Phones shall be dumb stations with a minimum of electronics. Intelligence shall reside within the ICP.

1.2.4.2 Handset

Telephone handset shall be protected from puncture by metal grids placed directly over each transmitter and receiver.

1.2.5 Postings

Basic telephone operation instructions shall be posted within 12" of each phone. Posting shall be in English, Spanish and French. Contractor shall support prompts in up to ten (10) languages and shall consult with DOC's designee prior to adding new languages, which are at no additional cost and shall be loaded within thirty (30) days of request.

1.2.6 System Functional Requirements

1.2.6.1 Automated Operations

The ICP shall provide fully automated collect calling without the ability to access a live operator. All calling services shall be completely automated, not allowing human interface with operators or call attendants. The Contractor shall assure that no operator assistance services (0+ dialing) may be accessed. The Contractor shall assure that directory assistance services are not accessible.

1.2.6.2 Voice Prompts

The ICP shall offer clear and concise voice prompts in English, Spanish and French. English shall be the default prompt. Inmates shall be able to select the desired language via prompts. Voice prompts shall be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signs, printed hand-outs, and video-training tapes are not an acceptable alternative to a complete range of voice prompts and messages.

1.2.6.3 Fraud Control

The ICP shall include the following fraud control features:

1.2.6.3.1 Two factor Authentication

The system shall handle 2-factor authentication using biometrics and a PIN. System shall require successful entry of a valid personal identification number (PIN) to provide positive identification of the inmate seeking access to the system, prior to call dialing. Prompts to verify PIN inputs shall require DTMF verification within fifteen (15) seconds of request. Callers shall be allowed only two (2) chances to enter a correct PIN before being disconnected. PIN numbers shall be variable in length, set per DOC requirements. Current consideration is to utilize inmate DOC numbers as the identifying PIN. Maximum length shall be twenty (20) digits.

1.2.6.3.2 Switch-hook Detection

The system shall constantly monitor the inmate phone for attempts to manipulate the switch-hook in order to bypass system controls. Any such attempt shall result in call disconnection. At no time shall an inmate successfully reach an outside dial tone or operator assistance. Call detail reports shall reflect a reason for all disconnects. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connections.

1.2.6.3.3 Third Party Conference Call Detection

Third party conference call detection limiting the possibility of call conferencing and call forwarding is required. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connections.

1.2.6.3.4 Voice Overlay Recording

System shall provide voice overlay recording alerting called party that they are speaking to an inmate from a correctional facility. Overlay recording shall be provided at initial contact with called party. Volume shall be remotely adjustable by the State or Contractor system administrators to ensure that volume is consistent with telephone receiver volume.

1.2.6.3.5 Incoming Call Block

The ICP shall not respond to incoming ringing on any LEC facilities used for inmate collect calls. No signaling or ringing shall be allowed on the inmate phones.

1.2.6.3.6 Sound Path Blocking

The ICP shall block the audio path to the inmate phone during call placement, and during the time when the ICP is requesting acceptance of the collect call charges. During audio blocking, the inmate shall be given call progress tones to indicate that the call is being connected, until such time as positive acceptance or rejection is detected.

1.2.6.3.7 Call Blocking

The ICP shall provide call blocking upon dialing, based upon an administratively defined set of telephone numbers. Blocking shall be defined by the NPA, individual digits or exchanges as selected by the system administrator (i.e. 800 numbers, 900 numbers, etc.). At a minimum, call blocking shall be provided for up to 100,000 specified telephone numbers. This feature shall be remotely programmable.

Calls shall be restricted to collect calls only and DOC approved reporting numbers which shall be provided by DOC. Inmates shall be prohibited from dialing: 900, 911, 411, 555-1212, 0-, 00-, 700, 976, 900, 888, 800, 10XXX, 950, in order to ensure that there is no possibility of inmate live operator

access. In addition, the system shall be equipped with virtually unlimited capacity for individual blocked numbers which can be added on-site via one of the administrative terminals.

Calling card services shall not be allowed.

1.2.6.4 Call Duration

Call duration shall be controlled per a defined length of call. Both called and calling parties shall receive a voice message indicating maximum call duration has been met and that the call shall terminate. Time duration shall be programmable by Department of Corrections' personnel in one-minute increments from three (3) to sixty (60) minutes. Maximum call length shall be determined by the State. The current maximum call duration is sixty (60) minutes. The DOC is currently transitioning to reducing call time by classification level of the individual in custody (e.g. maximum security - fifteen (15) minute call and no more than one (1) - fifteen (15) minute call per hour).

1.2.6.5 Call Acceptance

The ICP shall not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system recognized digit on a touch tone telephone. The ICP shall be able to distinguish such signal from line noise such as pops or clicks, such as may be created by answering machines.

1.2.6.6 Called Party Block

The system shall allow an automated call block feature, permitting the caller to block their number from being dialed in the future. The called party simply dials a single digit DTMF code once the message that the call received is from an inmate facility and the calling inmate name is played. A record is generated and the system administrator is notified of the blockage. The system automatically blocks the call. The administrator may change the denial operation at any time via the administrative terminal.

1.2.6.7 Investigation Call

The system shall not charge for calls from inmate telephone to an anonymous call number for investigative purposes. This call shall not require the use of voice identification or PIN, but shall be recorded. Approved numbers to accept anonymous calling shall be provided by DOC.

1.2.6.8 On-Hook Verification

The system shall require that the inmate hang up following each call in order to place another call. When the first call is complete, the phone becomes inoperable until it is placed on-hook again.

1.2.6.9 Station Disconnect

The system shall be provided with two (2) methods to quickly shut down all telephones during an emergency. The facility shall be equipped with manual hand operated cutoff switches and software controlled disconnect. The manual switches shall override any electronic or preprogrammed on-off parameters. Switches shall be installed in a controlled area (Presumably the Control Room if not currently installed and available.). An officer from The State of New Hampshire Department of Corrections shall be enabled to shut off individual phones, all phones in a POD or all phones at the facility with mechanical switch(es). Software controlled switching shall be accessible from Administrative/Investigative PCs.

1.2.6.10 Pulse Dial/DTMF Call Acceptance

The system shall offer both rotary and touch tone call acceptance. Voice recognition alone is not an acceptable alternative, but may be used in conjunction with the Contractor services.

1.2.6.11 Call Sequence

This section defines the sequence of events for an inmate call.

- Caller lifts handset.
- Caller receives a repeated message to choose between English, Spanish or French, each in the appropriate language.
- Caller receives repeated message to enter a Personal Identification Number (PIN).
- Caller enters PIN number.
- Caller receives repeated message to indicate that number entered was number desired. Caller presses a DTMF key to continue the call, or a different key allowing the caller to re-dial the number.
- Caller receives message to state his/her name.
- Caller states his/her name.
- Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone shall be disconnected.
- Inmate dials number.
- Receiving party telephone rings.
- Receiving party answers call.
- Receiving party hears a message in English, Spanish and French indicating that this is a call from a correctional institution located in Berlin, New Hampshire (or other proper prison location) and, plays the voice recorded name of the inmate, and provides information on how to accept or reject the caller. The calling party is not cut through until the call is accepted. The caller only hears a repeated message that his/her call is being processed. The system shall allow the called party to interrupt the receiving party message at any time once the instruction is recognized by accepting or rejecting the call. Rejected calls shall not be billed by the Contractor.
- Inmate receives message that his/her call is either connected and hears the called party or that his/her call is rejected, in which case the call is immediately terminated. Both parties hear a message that the conversation is subject to monitoring and being recorded. All messages up to this point shall be repeated twice prior to hang-up.
- In the first six (6) seconds of the call the inmate hears a recording tone and randomly the called party receives a message that the call has been placed from a correctional institution.

1.2.6.12 Call Detail Reporting and Storage

The ICP shall provide onsite storage of call detail information and/or provide remote real-time monitoring capabilities. Other requirements include the following paragraphs.

1.2.6.13 Capacity Requirements

- Active storage capacity of up to six (6) months of call records on hard disk or equivalent media. This is inclusive of call detail records and actual voice recordings.
- Ability to transfer call records to any Administrative/Investigative PCs as provided by the Contractor.
- Connection to the State computer network is not desired nor a requirement.
- Contractor shall provide computer, hard drive, software and interface to Contractor network to ensure 24-hour operation enabling simultaneous access from any Administrative/Investigative PC.
- Back-ups shall be performed weekly.
- All records older than six (6) months shall be routinely backed-up to tape, CD or other permanent record media.

1.2.6.14 Call Backup

Calls shall be backed up hourly with indefinite retention of call details and voice track in the event of power failure.

1.2.7 P-02 Grade of Service

The system shall maintain an operating performance appearance to the user of a P-02 grade of service or better, reflecting telephone calling availability for 98 out of 100 call attempts from any single telephone, regardless of the number of telephones, contractor facilities, applications or users. The intent of this requirement is not to define the Contractor's physical facility or mode of operation, rather the end user call performance. If the Contractor fails to meet this requirement; upgrades to facilities shall occur until acceptable operation is noted.

1.2.8 Automatic Trunk Disable

The Contractor shall utilize automatic trunk and channel disable for failed trunks and transmission channels. A failed trunk shall not inhibit the use of any telephone.

1.2.9 Out-Dialing

Outside of any digits required by the requested security measures, any proposed service shall not require the dialing of additional digits beyond the one (1) and the ten digits (three digit NPA, three digit NXX, and four remaining digits of the number) normally dialed for North American calling. Use of dial-around carrier selection shall be restricted.

1.2.10 Administrative / Investigative PC Specifications

If the Contractor does not provide web based access to administrative/investigative functionality, the Contractor shall provide a minimum of twenty (20) administrative / investigative PCs for State employee use. Six (6) shall be located at the Department of Corrections facility on 281 North State Street in Concord, one (1) at the State Correctional Facility for Women located on 317 Mast Road in Goffstown, two (2) at the office of State Police located on 33 Hazen Drive, Concord and four (4) at the Northern New Hampshire Correctional Facility in Berlin. The DOC is building a prison for women on the grounds of the men's prison in Concord. The Contractor shall relocate services when the facility is opened and the current facility in Goffstown is vacated. The DOC shall work with the Contractor to add new sites during the term of the Contract if applicable.

1.2.10.1 Hardware Requirements for Administrative/Investigative PC's

All locations shall be networked to allow monitoring and restoration of records from any Administrative/Investigative PC. The primary use of these PCs shall be for State investigator staff. All PC work stations shall be industry-standard equipment, including the following minimum specifications:

- Current Vintage Processor
- CD/DVD Read/Write Drive
- 500GB Hard Disk Drive
- Integrated Ethernet Network Interface
- Button Wireless Optical Mouse with Scroll
- Wireless Keyboard
- 8 GB RAM
- Current Windows Operating System
- 24" Flat Panel Color Monitor
- Laser Printer with Print Cartridges
- Noise canceling headphones per PC

PCs shall include all additional hardware or software required to network all PCs, read current inmate telephone call record detail files and meet all functional requirements of the Contract. The Contractor shall maintain and repair any failed hardware or software throughout the duration of the Contract, and any renewals thereof.

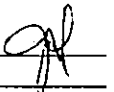
1.2.10.2 Networked Service for Administrative/Investigative PC's

If the Contractor does not provide web based access, Administrative / Investigative PCs shall be networked with services provided by the Contractor at all State prison locations, allowing access to data at any location from any terminal. All costs for related services shall be paid by the Contractor. (This requirement does not require network connectivity to the Department of Corrections WAN.)

1.2.10.3 Functional Requirements

Contractor equipment shall allow the following feature operations with programming and monitoring features available through any Contractor provided Administrative/Investigative PC at any State location or through a web based service:

- a. Access to any call record and voice call recording of inmate telephone services at any location;
- b. Access to call record database files on a call by call basis;
- c. Access to call record database files on a per inmate basis (PIN number look-up);
- d. Access to all inmate data including name, allowed numbers and disallowed numbers;
- e. Real time system monitoring of voice conversations and call records. Call records may be available only after the completion of calls.
- f. Ability to record calls conversations in an audio format that can be played on common commercial music players.
- g. Secure access through multiple passwords with a lock-out feature restricting access;
- h. Management of inmate PIN codes and allowed called numbers; inmates shall have a set selection of called numbers as allowed by the DOC and system programming;
- i. Report capabilities of call detail-reports by number called, date, time, caller PIN and originating telephone;
- j. Viewing and printing of call detail records;
- k. Real time update of call block and acceptance lists;
- l. Real time ability to disable and enable phone operation on an all phone or per phone basis;
- m. Ability to automatically scan recorded calls for key words and phrases and have the administrative terminal receive a prompt for the call to be reviewed based upon the detection of those words and phrases in a conversation;
- n. Data entry and retrieval of records in ASCII and MS Excel/Access compatible file formats;
- o. Silent monitoring and recording of each call, with a time and date stamp at the point of recording. Recording shall begin with the detection of an off-hook condition by the called party.
- p. Recorded calls must be easily retrievable and achievable on audio compact disks; drop box for use of flash drive.
- q. Monitoring provided on a per call, dialed number, all trunk, scanned trunk or on demand basis; monitoring may be done on either live or previously recorded calls;
- r. Investigator notification via out-dial pager number or telephone number for watched call dialing (inmate dialing of defined telephone number or dialing by inmate per PIN).
- s. Continuous recording of all telephone calls. The Contractor shall provide a sufficient number of CDs, DVDs or USB Flash drives to allow recording of voice calls over a



period of thirty (30) days at each Administrative/Investigative PC site location. Media shall become the property of the Department of Corrections once recorded. Calls may be provided to outside law enforcement agencies via media or internet.

1.2.10.4 Administrative/Investigational PC Training

Online or Onsite training shall be provided for up to fifteen (15) Administrators/Investigators using the PCs. The following requirements must be met: Online or Onsite. Training shall take place at each facility with Administrative/Investigational PCs. Training shall include operation and operator/user maintenance of all equipment supplied. Training shall take place one (1) week prior to system turn-up, the day of turn-up and fourteen (14) days thereafter to ensure a thorough understanding of the equipment by prison employees. Training shall take place during each of three (3) daily shifts as defined by the Department of Corrections. Each administrator shall be provided complete sets of training material including manuals and other materials. Items covered shall at a minimum, each of the following items:

- Administrative Terminal Operations;
- Reporting Options and Queries;
- Inmate call process;
- Communicating PIN assignment/change requests to administrators;
- Trouble reporting procedure;
- Emergencies Operations- phone shutdown, reporting, services.

1.2.11 On-Site Personnel

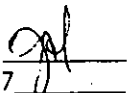
The Contractor shall provide an employee located at the Prison for Men campus in Concord and the Northern New Hampshire Correctional Facility in Berlin (or alternate designated State location) to provide operational and maintenance support for the inmate telephone systems at all facilities. Employees shall be present forty (40) hours per week from 8:00 am to 4:30 pm. Operational support shall include, but not be limited to, data entry for the establishment of new inmate accounts, programming of calling privileges and call restrictions, collecting and inputting voice samples of the inmates for identification and tracking purposes, entering and adjusting inmate personal identification numbers (PIN) and training Corrections staff in the use of the Administrative / Investigative terminals (PCs) or the web based access functionality. Personnel shall be immediately accessible by e-mail, fax and telephone.

1.2.12 Department of Corrections Personnel Training

The Contractor shall provide onsite training of system functional operations for groups of up to ten (10) correctional staff immediately before and after system installation. Classes shall be a minimum of two (2) hours each, and be provided for each of the three (3) employee work shifts. A minimum of two (2) classes shall be held for each shift at the discretion of the Department of Corrections administration. Topics to be covered shall include:

- Inmate call process;
- Communicating PIN assignments and change requests;
- Trouble reporting procedures
- Complaint procedures;
- Emergency operations including telephone shutdown, reporting and service issues.

The Contractor shall provide a plan and set of instructional materials to train inmates on the use of the services. Additional training shall be available on an as needed basis to allow training of additional State staff at any time during the Contract, and any renewals thereof.



1.2.13 Inmate Training and Complaints

The Contractor shall provide instructional materials, training plan and support for new inmates on the use of services. The Contractor shall accept and address complaints from inmates who have attempted to use services and telephones and failed to be able complete calls due to any issue. The Contractor shall utilize complaint forms (hardcopy and/or through kiosk/tablet).

1.2.14 Acceptance Testing

Acceptance testing shall be performed by the Contractor in the presence of the Department of Corrections personnel and/or their designated representative(s). Any failed service or service feature shall be corrected within the timeframes stipulated in paragraph 1.1.28 Repair and Monitoring Practices. In all cases, equipment shall be complete and fully functional on the date indicated in the Schedule of Events as referenced in Section 2.2.17.

1.2.15 On-Site Inspections

The Contractor shall conduct site visits once per week to perform system inspections and make all repairs as necessary to maintain equipment to Contract specifications. Responses to trouble calls may constitute a site visit for the week, providing all equipment on the site is inspected and additional repairs are made as necessary.

1.2.16 Invoicing

The Contractor shall directly invoice service users based upon the called party number. All costs listed in Exhibit B shall be maintained. The State shall not be responsible to pay for, or maintain any service, including maintenance and support. In all cases, the Contractor shall be the primary contact for all service issues.

1.2.17 Prepaid Calling and Debit Services

- The Contractor shall offer discounted call services through a prepaid call and/or debit calling service.
- The Contractor shall establish and maintain all such accounts as requested by customers at the Contractor's expense.
- The Contractor shall be responsible for all communications with customers.
- The Contractor shall allow called parties to pre-pay for calls received by them from inmates, or assigned to inmate accounts for calls to selected parties.
- The Contractor shall be responsible to contact any such customers regarding service operation and terms.
- In all cases, no additional surcharge, one time purchase charge, account set-up fee or other related fees shall be charged for this service. Only usage and call origination fees are applicable.
- Prepaid services shall be available in denominations as determined by the Department of Corrections.
- The Contractor shall not add any additional charge for minimum balance accounts.
- Users shall not be charged to set-up or maintain accounts.
- All accounts shall be created within the next business day of the receipt of payment from the customer.
- Automated system balances shall be provided by the Contractor in order to allow customers to determine remaining account balances. Service shall be available 24 hours per day, 7 days per week.
- Accounts shall be terminated immediately when requested by a customer, with remaining balances forwarded to customers within thirty (30) calendar days of customer request.

- Prepaid and debit calling services shall be only allowed at the discretion of the State. Contractor has obtained consent for, and shall be allowed to implement, prepaid and debit calling services, as further described herein.
- All prepaid calling and debit service calls shall be included in call reports provided to the State.
- In all cases, the Contractor shall be the primary contact for all service issues.

1.2.18 Security Software/Features

Contractor service shall incorporate the following services.

1.2.18.1 Biometric Inmate Identification

System shall identify inmate telephone user by means of a voice print. Obtaining voice print reference recording and maintaining database shall be the responsibility of the Contractor. Voice print shall be used to identify caller, verify telephone user, and search call recording. Inmates shall be identified when initiating calls both by a PIN number and by their voice print. It is not necessary to continually monitor the telephone conversation in order to verify the inmate during the call. Voiceprints shall be available to investigators when searching through recorded calls and electronically identifying inmates in recordings.

1.2.18.2 Call Record Mining

A complete feature set of investigative tools allowing review and search of call activities based on a number of criteria including spoken words, dates, times of call, call location and other criteria shall be provided.

1.2.19 Lost, Stolen, Damaged or Traded Property

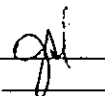
The Contractor shall support the Department's existing PPD 9.02 Issuance and Control of Inmate Property (can be viewed at www.nh.gov/nhdoc/policies/index.html) as it pertains to complaints associated with tablets or devices purchased through the Contractor. If the product purchased by the inmate from the Contractor is malfunctioning due to a demonstration of the product being sold by the Contractor as already malfunctioned, the Contractor shall either refund the monies associated with the expenditure to the inmate or replace the product with an equal or better valued product at the discretion of the Contractor as long as it is compatible with the services outlined in this Contract.

1.2.20 Visitor Intercom Phones

This functionality is requested for Non-Contact spaces identified where an inmate is visually able to see their visitor but is not able to have contact due to the constraints of the physical space provided (e.g. plexi-glass, separate spaces for inmate and visitor). The Visitor Intercom Phone or alternative video visitation model shall need to allow the inmate and visitor to have verbal contact while visual contact is available in the space and physical contact is constricted.

The Contractor shall need to meet all telephone support, system failure and complaint triage as outlined in the inmate pay phone section of this Contract. All other telephone characteristics of inmate phones including call recordings and data search capabilities shall be included with the visitor intercom services. There shall be no charges for the installation or use of visitor intercom phones.

Contractor shall provide seventeen (17) complete pairs (two (2) phones per pair) of visitor intercom phones for the State Prison for Men located in Concord and shall meet the same specifications as those defined in paragraphs 1.2.4 Telephones, and related paragraphs. Exception



shall be the length of the telephone cord, allowing enough length to allow users at a sit down visitation to easily use the phones.

Three (3) sets of intercom phones shall be provided in the Special Housing Unit and four (4) sets of intercom phones shall be provided in the Visitor's Area of the NH State Prison for Men facility, and four (4) in the Secure Psychiatric Unit in Concord. Six (6) sets of intercom phones shall be provided in the Northern Correctional Facility in the Visitor's Area. The DOC reserves the right to request sets for additional sites at no additional cost to the State.

Software maintenance consists of versions, upgrades, patches, fixes and telephone support.

1.3 PAY PHONES

1.3.1 Pay Telephone Requirements

Pay Telephone Services are required at State-owned or managed locations including office buildings, leased facilities, parks, and park and ride locations as noted in Attachment A. The Contractor shall be responsible to provide reports on telephone location, equipment used and telephone line/circuit number used to provide services. Report shall be due within fourteen (14) days after installation, with updates provided whenever changes are made. The Contractor shall not be responsible to negotiate leases for the required space to mount telephones. Service requirements include all requirements noted in paragraph 1.1 Common Requirements and associated subparagraphs, in addition to the following paragraphs.

1.3.2 Stations

Each telephone station shall be self-contained. Stations shall be designed for use in high traffic areas. Telephone stations shall include stain resistant casing, metal armored handset cord, moisture resistant keypad and concealed fittings to prevent tampering.

1.3.3 Postings

Basic telephone operation instructions with call costs shall be posted within 12" of each phone. Posting shall at a minimum, be written in English, French and Spanish. Inclusive shall be a toll free number for reporting repairs and failed services, specific to pay telephone service.

1.3.4 Operator Interface

Service shall allow access to operator assistance and directory assistance.

1.3.5 Non-Call Blocking

Service shall allow calling to any Local Exchange or area code. Calls shall not be restricted by LEC, CLEC, OCC or reseller of called location.

1.3.6 911 Access

Telephones shall allow direct access to 911 emergency dialing without insertion of payment. No additional digits shall be required other than 911 to reach emergency services. Service shall also allow dialing of any additional 911 service without restriction.

1.3.7 Telephone Support

The Contractor shall provide toll free dial up telephone number(s) for 24 hours per day, 365 days per year support of all services.

1.3.8 System Failures

The Contractor shall accept trouble reports from users and State contacts regarding the improper operation of telephones, failure of call completion or feature operations.

1.3.9 Call Complaints

The Contractor shall accept complaints from called parties regarding failure of call completion for any and all reasons. This shall be inclusive of complaints due to lack of payment, location of called party service, Local Exchange Carrier (LEC) or Long Distance Carrier (LDC).

1.3.10 Credit for Faulty Call Transmission

Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and yet is billed; or when a call is terminated within thirty (30) seconds of call initiation due to substandard transmission quality. Contractor shall reimburse costs of failed calls directly to users.

1.3.11 Toll Free Access

Contractor shall allow access to toll free services without restriction.

1.3.12 Operational Date

All services shall be scheduled in advance of cutover or installation. The Contractor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational within ninety (90) days of Contract commencement. Any additional telephones shall be installed within fourteen (14) calendar days of request by the State.

1.3.13 Service Interruptions

The Contractor shall notify the Department of Administrative Services, Division of Procurement and Support Services, of any modifications or interruptions of service during the implementation, installation of, or repair of any service. All scheduled interruptions shall be coordinated with the State contact person five (5) business days prior to scheduled interruption. The Contractor shall be required to coordinate all activities with existing vendor(s) in order to maintain a smooth transition of service. The Contractor shall ensure that no telephone bank shall be left without at least one (1) operating telephone. Any single telephone shall not be left without service for more than twenty-four (24) hours.

1.3.14 Telecommunications Devices for the Deaf

The Contractor shall abide by all requirements of the current International Building Code (IBC) including the installation of Telecommunications Devices for the Deaf (TDD) at railroad and bus terminals and housing units.

1.3.15 Incoming Calls

The Contractor shall allow up to 25% of all pay telephones to accept incoming calls at no charge. The Contractor may limit incoming call duration to ten (10) minutes or more per call. The State shall define which phones shall have this service.

1.3.16 Printed Telephone Directory

The Contractor shall provide and install a Local Exchange telephone directory attached to the telephone fixture at each telephone installed or provide a no charge directory look-up service. Directory shall be that of a local telephone directory provider.

1.3.17 Installation of Additional Pay Telephones

The Contractor shall provide a toll free access number for the ordering of new phones, removal of phones and the relocation of phones per individual State Agency requestors. Contractor shall respond to any such request upon receipt, and complete work within thirty (30) days of request.

All such activities shall be included in the monthly report to the State. Contractor shall contact the State prior to installation to accommodate security clearance and availability of staff.

2.0 Inmate/Public KIOSK/Tablet Solution

2.1 General Requirements:

Contractor shall provide one (1) kiosk for public locations in each of the following locations:

Northern Area - NHDOC Northern NH Correctional Facility Location			
x	Northern NH Correctional Fac	138 East Milan Road	Berlin, NH 03570
Southern Area - NHDOC NH Correctional Facility Locations			
x	NH State Prison for Men	281 North State Street	Concord, NH 03301
x	SPU/RTU	281 North State Street	Concord, NH 03301
x	Community Corrections	281 North State Street	Concord, NH 03301
		126 Lowell Street	Manchester, NH 03104
		60 Iron Works Rd.	Concord, NH 03302
x	NH Correctional Fac for Women	317 Mast Rd.	Goffstown, NH 03045
Field Services - NHDOC District Office Locations			
x	Berlin Office	138 East Milan Road	Berlin, NH 03570
x	Claremont Office	17 Water St.	Claremont, NH 03743
x	Concord Office	314 North State St.	Concord, NH 03301
x	Dover Office	259 County Farm Rd. Unit 104	Dover, NH 03820
x	Keene Office	28 Mechanic St.	Keene, NH 03431
x	Laconia Office	64 Court St.	Laconia, NH 03246
x	Manchester Office	60 Rogers St.	Manchester, NH 03103
x	Nashua Office	3 Pine St Ext.	Nashua, NH 03060
x	Ossipee Office	19 Old Route 28	Ossipee, NH 03864
x	Rockingham Office	8A Continental Dr.	Exeter, NH 03835
x	North Haverhill Office	3785 Dartmouth College Hwy	North Haverhill, NH 03774

2.1.1 Contractor shall provide a kiosk or shared tablet solution based on the number of inmates and the available space for kiosks within Housing units in the facilities. Due to overcrowding, not all units have available space for a bank of kiosks. DOC reserves the right to expand out the number of kiosks or shared tablets if inmates are having a difficult time accessing services due to the time it takes the inmates to complete tasks. The service solution shall ensure that inmates are not waiting for more than five (5) minutes to access a kiosk and/or update their tablet, based on the activities they are engaging in with the Contractor's services. In the event inmates waiting duration exceeds five (5) minutes, it shall be incumbent upon the Contractor to provide an acceptable remedy for State review and subsequent approval at no cost to the State.

2.2 OTHER REQUIREMENTS:

2.2.1 Contractor shall meet applicable items outlined in Section 1, Item 1 Inmate and Pay Telephones that pertain to equipment, training, response times, complaint handling, implementation, etc.

2.2.2 All shared tablets, purchased tablets and/or kiosks located in secure locations shall use biometrics (finger print readers, voice recognition, iris readers, etc.) for two-factor authentication of the user. Obtaining biometric reference recording and maintaining database shall be the responsibility of the Contractor.

2.2.3 DOC shall provide a daily file with the required demographic information needed to allow inmates to access the solutions and to restrict functionality to specific modules.

2.2.4 Contractor shall provide a training plan for inmates/patients and authorized NHDOC staff on tablet and kiosk usage;

2.2.5 Contractor shall provide a detailed plan on kiosk installation/shared tablets including location accessibility based on the bed counts by facility for the NHDOC. The plan shall outline estimated times to complete the various tasks by inmates.

2.2.6 Contractor shall maintain contractual rights for the life of the Contract and any renewals thereof to distribute digital media from major music labels or other entertainment media and venues;

2.2.7 Contractor shall maintain for the life of the Contract and any renewals thereof insurance coverage to protect against claims and/charges of copyright infringement;

2.2.8 Contractor shall provide security plan prior to installation or configuration of any equipment;

2.2.9 Contractor shall provide all equipment necessary to implement solution. The Contractor shall not be permitted to use existing DOC Internet infrastructure to deploy their product.

2.2.10 Contractor shall not have direct access to the Offender Management System. Each area shall require interfaces comprised of files that are transferred back and forth between the agency and the Contractor. Each module shall utilize the basic demographics file with specific file requirements being defined for each module as it is implemented.

2.2.11 The DOC reserves the right to phase in requested services as the infrastructure, both software and hardware, are established for successful implementation.

2.2.12 The DOC and the Contractor shall work collaboratively on an agreed upon implementation of services schedule.

2.2.13 SHARED TABLETS:

- Shall be able to be used by any number of inmates for all modules but data shall not be stored on the tablet that is specific to an Inmate;
- Shall not be used by anyone that is not assigned to that housing unit.

2.2.14 PURCHASED TABLETS:

- Shall be programmed to display the inmates name and NHDOC identification number and location by depressing a manual button;

- Shall have a built in FM radio with digital tuner, pre-set station and auto scan capabilities that can be shut off through a restrictions flag;
- 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.
- The Contractor shall support the Department's existing PPD 9.02 Issuance and Control of Inmate Property (can be viewed at www.nh.gov/nhdoc/policies/index.html) as it pertains to complaints associated with tablets or devices purchased through the Contractor. If the product purchased by the inmate from the Contractor is malfunctioning due to a demonstration of the product being sold by the Contractor as already malfunctioned, the Contractor shall either refund the monies associated with the expenditure to the inmate or replace the product with an equal or better valued product at the discretion of the Contractor as long as it is compatible with the services outlined in this Contract.

2.2.15 ALL TABLETS:

- Shall be constructed with a clear plastic case comprised of no moving parts, lasers or recording devices;
- Shall be constructed with durable and shatter resistant clear plastic LCD color screen;
- Shall be able to run on an internal battery or a power supply ;
- Shall have an anti-theft feature that locks out a tablet if it is reported lost or stolen;
- Shall have a minimum of 16 GB of storage ;
- Shall have security measures preventing download from any other electronic device or computer or network.

Tablets.

1. Tablets. Contractor will install Tablet charging enclosures at locations agreed upon by the parties. Upon agreement of the Parties, Contractor will supply one (1) wall charger with each Tablet in lieu of charging enclosures. Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Upon termination of Tablet services the State will facilitate the collection and delivery to Contractor of Tablets that have not been purchased by inmates.

2. Content. Contractor will make available certain content that may be loaded on or accessed through the Tablets, including music, games, electronic messaging, eBooks, and such other content as may be agreed upon in writing by the Parties ("Content"). Except as may otherwise be agreed upon by the parties, Content will be provided on a subscription-basis that terminates upon the expiration of the subscription term, or upon Contractor no longer providing Tablet services, the release or transfer of the inmate from the locations where Tablets are deployed, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. All subscription and other purchases are final. Contractor reserves the right to alter or discontinue any Content.

3. Debit Link Accounts. All Content (not including charges for voice communication) subscriptions and other purchases may be purchased using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually "Debit Link Account" and collectively "Debit Link Accounts"). Certain Content may also be purchased by inmate families and friends on a direct subscription basis using Contractor's consumer channel website. These are the exclusive methods by which Content subscriptions and other purchases (other than voice communication) may be purchased. Inmates may fund the Debit

Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate's Debit Link Account by deposits made through Contractor website or IVR. Transaction Fees may apply. Once purchased, Link Units may only be returned to an inmate's trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all locations where Tablets are deployed or upon an inmate's release. All Link Units purchased by inmate friends or family are final.

4. Voice Communication. Contractor will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform. Headsets equipped with a microphone will be required. Contractor will provide one headset to each inmate supplied a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through The State's commissary service.

5. State Obligations. The State must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz band at all locations where Tablets are deployed; (ii) use of wired headphones and lithium batteries for the Tablets; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of subscriptions of all content supplied under the Contract. In addition, the State must also: (1) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (2) facilitate the collection, testing, and re-distribution of accessories, including headsets, silicon earbuds, and wall charges (3) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of Content subscriptions and other Content purchases in connection with the Tablets; (4) allow inmate family and friends to purchase Content subscriptions for inmates; (5) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Contractor by either The State, or its third-party vendors, if any; (6) facilitate the recycling and reuse of Tablets; (7) provide Contractor with secure space to store Tablets and Contractor; (8) provide at its expense all necessary power and power source; and (9) distribute one (1) headset to each inmate who is provided a Tablet the first time. The State will distribute Tablets to inmates in accordance with the process agreed upon by the Parties. The State will only allow the Tablets to be used for their intended purpose, and will not allow any third-party to tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Contractor.

6. Contractor and its suppliers are in no way responsible for any physical harm or other injury, foreseen or unforeseen, in the use of the Tablets, headphones, or related accessories. The State is solely responsible for keeping Tablets and their accessories away from those who present a danger to themselves or others.

2.2.16 KIOSKS:

- 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;
- Areas inside of the facility within each housing units shall be defined for Contractor use. Those areas that do not have sufficient space for a bank of Kiosks shall require a shared tablet solution.
- Kiosk. Prior to the installation of any hardware that may be necessary for Services, State shall provide Contractor with information regarding the location where the Kiosk shall be located. Power to the Kiosk is the State's sole responsibility. Contractor will be responsible for all on going cash management and repair of Kiosks.

2.2.17 IMPLEMENTATION: The Contractor shall provide an implementation plan based on the following requirements and for all locations listed in 2.1.1:

	Module Name	Time to Implement
2.3	Inmate Requests/Grievances	March 7, 2018
2.4	Commissary Ordering	March 7, 2018
2.5	Video Visitation	Within 90 days of Contract commencement
2.6	EMAIL/PHOTO/E-VIDEO MAIL	Within 90 days of Contract commencement
2.7	Restitution/Fine/Fee Collection	March 7, 2018
2.8	Inmate Informational Service	March 7, 2018
2.9	Pre-Paid Exit Cards	Within 90 days of Contract commencement
2.10	Education	March 7, 2018
2.11	MP3/Books/Games/Movies/Other content	Within 90 days of Contract commencement
2.12	Inmate Cash Withdrawal Request	March 7, 2018

Dates of implementation may be adjusted upon mutual agreement of the parties (except for 2.6 & 2.11).

The kiosk/tablet solution shall provide at a minimum the following modules:

2.3 Inmate Requests/Grievances:

This section must allow the NHDOC to meet the requirements of our Policy Procedure Directive (PPD) 1.16 Complaints and Grievances by Persons Under DOC Supervision which can be viewed at www.nh.gov/nhd/doc/policies/index.html.

The solution shall provide at a minimum the following requirements:

Inmate:

1. Allow inmates to file requests
2. Provide instructions on how to complete a request to the inmate along with instructions on how to escalate a request. (This can be a document or interactive help)
3. Provide a way to expedite standard requests for inmates using a listing of "routine" requests that the inmate can select or they can type in the information if there isn't an appropriate selection.
4. Allow inmates to select one area to submit the request to. These shall be a defined list such as "Medical, Finance, etc." based on DOC specifications.
5. Allow the inmate to save the request until it's ready to be submitted.
6. Allow the inmate to escalate a request to a grievance within a specified time frame.
7. Allow the inmate to escalate the grievance through the approved levels within a specified time frame. Allow additional text to be added by inmate.
8. Allow the inmate to view all requests in a summary listing that would include date submitted, who it was submitted to, status of the request, link to view details of the request.
9. Allow details of the request to be displayed to the inmate in date order.

DOC Staff:

1. Allow DOC staff to respond electronically via a web interface to requests/grievances.
2. Allow DOC staff to reroute the request to another area with all information logged as to who rerouted the request, when and why.
3. Provide an integrated solution that allows DOC oversight of all requests/grievances.

4. Allow DOC staff to extend the allocated time for response and indicate the reason for the extended time.
5. Automated notifications must be sent to the appropriate staff for the following:
 - The request has been received
 - The request is about to reach the allowed time for response
 - The request response is now due
 - The request response is now overdue

OTHER:

1. DOC will not be accepting a commission on this module.
2. There shall be no charge to the State or Inmates for the use of this module.
3. All information entered into the request and responses to the request shall be captured and available for display to the inmate and to staff. This includes but is not limited to:
 - The location/name of the kiosk/tablet used to submit/escalate the request
 - Date/time the request was submitted/updated
 - ID of inmate submitting the request
 - DOC group the request was routed to
 - Request text
 - Status of the request
 - Staff ID that responded to the request
 - Date/time of response
 - Response text
 - Retain requests/grievances for inmate/staff review for a minimum of five (5) years.
 - There shall be no charge to DOC for the use of this module.
 - Log all activity including the viewing of the request
 - This section shall allow the NHDOC to meet the requirements of our Policy Procedure Directive (PPD) 1.16 Complaints and Grievances by Persons Under DOC Supervision which can be viewed at www.nh.gov/nhdoc/policies/index.html.

Interfaces:

1. From Contractor: Provide detailed data for requests once they are COMPLETED through a nightly file export back to the agency for retention. This file shall include all data collected for the completed requests. (Provided daily)
2. From Contractor: Detailed activity log

2.4 Commissary Ordering:

Inmates shall be allowed to access the internal Commissary during the weekly time allocated for the housing unit the inmate resides in. Restrictions are imposed on certain housing units, level of classification of the inmate and disciplinary sanctions.

The solution shall provide at a minimum the following requirements:

INMATES:

1. Allow inmates to select items from Commissary up until the cutoff point for that housing unit.
2. Provide instructions on how to order from the Commissary to the inmate.
3. Only display items appropriate for the inmates housing unit.
4. Restrict inmates from ordering Commissary if they have a restricted flag based on disciplinary findings.
5. Verify that the inmate has sufficient funds for the items selected based on an account balance and items selected when inmates selects items.
6. Verify that the Commissary order does not exceed the total spending limit for the inmate
7. Display the inmate's current account balance

8. Display the item ID, name and cost of the item. Allow the inmate to enter a quantity for the item. Display a total cost for the item based on the quantity selected and the cost of the item.
9. Display a total Commissary order cost
10. Allow the inmate to update items up until the cutoff point where the data is submitted to the Agency for that housing unit.
11. If the inmates Commissary order exceeds the inmate account balance or the spending limit at the cutoff point, using agency determined logic, mark only the qualified items for processing and mark all other items as "not-processed" and a reason. Example: Insufficient funds, Commissary restriction, Etc.
12. Retain the Commissary order with status information for the items/order for the inmates to review for three (3) months.
13. Allow inmates to view a summary screen of all orders retained in the system. Display shall include date/time submitted, status of order and a link to view the details of the order.
14. Allow inmates to view the details of a specific order which shall include: Item ID, item name, item cost, and quantity selected, total cost, status for each item and a total cost for the order.

OTHER:

1. DOC will not be accepting a commission on this module.
2. There shall be no charge to the State or Inmates for the use of this module.
3. Log all activity including when an inmate accessed commissary ordering

INTERFACES:

1. To Contractor: An interface/file to the Contractor that shall provide the inmates information such as: allowable spending limit, restriction flag, account balance, housing unit, classification level and any other information needed to present the appropriate items to the inmate for selection. (Provided hourly)
2. To Contractor: An interface/file to the Contractor that shall provide a listing of all Commissary items, cost per item, limitations around item, ranking for purchases and any restriction codes needed to present the appropriate items to the inmate for selection. (Provided daily)
3. From Contractor: An interface/file to the agency that shall provide a listing of all Commissary items selected, date selected, process or not process flag, reason for not processing, client ID, quantity of item and any other information as needed. (Provided daily)
4. From Contractor: A daily log file.

2.5 Video Visitation:

Contractor shall provide NHDOC a complete, secure Video Visitation System (VVS) Solution to facilitate offender communications with their families, friends, and attorneys.

The solution shall provide at a minimum the following requirements:

INMATES:

1. Allow inmates to receive a video visit of specific duration;
2. Provide a timer to show the amount of time remaining on the call;
3. When approved for a visit, a message shall be displayed on the inmate's account noting the date/time of the video visit;
4. Allow inmates to see a summary view of all video visits which would include date/time, visitor name, duration of visit, status of request.

PUBLIC:

1. Allow visitors to use a web interface for video visits;
2. Interface shall not be limited to computers only;

3. Allow visitors to purchase a single or multiple video visits through the vendor website;
4. Send a reminder email or text that the visit shall occur in 1 hour, 15 minutes;
5. If the visit does not occur, do not charge for the visit.

DOC STAFF:

1. Provide a way for staff to view visits that are occurring real-time along with the ability to view visits that have been recorded
2. Allow DOC staff to approve the video visit before allowing it to be conducted
3. Allow DOC staff to add additional information such as a visitor ID to the video visit
4. Allow DOC staff to immediately disconnect the visit if there is a security issue
5. Allow DOC staff to download the video visit for investigative purposes. Limit access to this functionality.
6. When approved for a visit, the day of the video visit a message shall be sent to the appropriate housing unit letting the security staff know that the inmate has an approved video visit.

OTHER:

1. There shall be no charge to DOC for the use of this module.
2. DOC will not be collecting a commission on this module.
3. Only allow visits with approved visitors
4. Record all visits for staff to review as necessary
5. Facial recognition software to be used for both sides of the visit to identify everyone that participated in the visit.
6. Retain video visits for a minimum of five (5) years for review
7. Do not allow visits even if the visit has been approved if the inmate has a restriction flag.
8. Log all activity.

INTERFACES:

1. To Contractor: An interface/file to the Contractor shall provide the inmates information such as: restriction flag, housing location and any other information as needed.
2. To Contractor: An interface/file to the agency that shall provide all details of the video visits that have occurred. File shall include client ID, visitor information, date/time of visit request, date/time of visit approval/denial, reason for denial, duration of the video visit, location of the video visit, informational information as needed, such as visit ended early due to DOC staff intervention, any facial recognition information, etc. (Provided daily)
3. From Contractor: A daily log file.

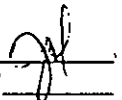
2.6 Email/Photo/E-Video Mail:

Contract shall provide a solution that allows NHDOC the ability to offer for one-way communication between inmates and facility staff as well as two-way electronic communication between inmate and their friends and family via e-message. Contractor shall provide NHDOC the ability to allow inmates to request to print e-messages as well as photo attachments. The NH Department of Corrections policy for email is available for view at: www.nh.gov/nhdoc/policies/index.html entitled PPD 5.24 Inmate Email Service.

The solution shall provide at a minimum the following requirements:

INMATES:

1. Allow inmates to receive email through an authorized process that meet the requirements of DOC policy;
2. Allow inmates to respond once to the email at no cost to the inmate;



3. Allow inmates to receive a photo with an email message. Photos shall meet DOC requirements;
4. Allow inmates to receive a very short (no longer than 1 minute) pre-recorded video clip that meets DOC requirements;
5. Inmates have the option of deleting email but a copy of the email must be passed to DOC prior to removal from the system;
6. If inmates own a tablet, allow them to download the photo/E-Video to their tablet and store it in a "gallery"
7. Inmates shall have an interface that allows them to see a listing of items received with date/time and sender name and the status of the item.

PUBLIC:

1. Allow the public to purchase email/photo/E-video services through the Contractor website.
2. Email shall be limited in size
3. Photos shall be limited in size
4. Email shall not allow attachments that do not meet the requirements outlined by the system
5. Only one (1) photo or E-video per email allowed

DOC STAFF:

1. If the email includes a photo or E-Video, it must be approved by DOC staff prior to release to the inmate
2. Provide a web based interface for DOC staff to review and approve/deny items
3. Provide a way for staff to add keywords to photo's/E-Video's that shall not be displayed to the inmates but could be used to locate photos. Set selections can also be utilized such as "child, woman, hand gestures, etc." Selections to be defined by DOC
4. Provide a way to classify the reason for denial such as "inappropriate content, investigation, etc." DOC to provide classification options.
5. Provide a search for all items based on client, submitter, approver, keywords, date/time, etc.
6. If an item is involved in an investigation, it may be necessary to deny an item that was previously approved. If this happens, Staff shall be able to flag/deny the item and have the system remove all copies from the inmate's tablet.

OTHER:

1. DOC shall be accepting a commission on this module.
2. There shall be no charge to the Agency for the use of this module.
3. All digital content shall be retained for a minimum of three (3) years.
4. Shall allow for automatic rating of email based on keywords. Thresholds for automatic release shall be set by DOC. Only the email is to be released. Photo/E-Video requires review separately.
5. If an email/photo/E-Video is denied then the system the Inmate and the sender the date/time denied and the reason.
6. Allow staff to download the E-mail/photo/E-Video for investigation/prosecution purposes
7. Log all activity including viewing of the items.
8. The solution shall ensure that the Department maintains compliance with their PPD 5.24 Inmate Email Service.

INTERFACES:

1. To Contractor: An interface/file to the Contractor shall provide the inmate's information such as client id, name, housing location, restriction flag and any other information as needed.

2. From Contractor: An interface/file to the agency that shall provide details of emails that have been received. File shall include client ID, sender information, date/time email received, if email was approved or automatically processed, who approved the email (if required), date/time approved, keywords, message text, if the email was received or sent and any other information as needed.
3. From Contractor: A daily log file.
- 2.7 Collection of Restitution/Fine/Fee Payments and Inmate Account Deposits:
Contractor shall provide an online payment portal for, with hardware and software, for collection of inmate restitution/fine/fee payments and inmate account deposits.

Overpayments/Underpayments. Contractor will transmit all payments made through a Kiosk (net of Contractor Fees) and will not be responsible for collecting any underpayments or refunding any overpayments. State shall be solely responsible for collecting any underpayments or refunding any overpayments.

Contractor is only responsible for transmitting the payments made through a Kiosk (net of Contractor Fees), and assumes no responsibility for determining the sufficiency of any payment made by a user.

Restitution/Fine/Fee Collection: The NH Department of Corrections policy for collection of these funds is available for view at www.nh.gov/nhd/doc/policies/index.html entitled PPD 3.05 Field Services Collection Procedures.

Inmate Account Deposits: The NH Department of Corrections policy for applying deposits to an inmate account is available for view at www.nh.gov/nhd/doc/policies/index.html entitled PPD 3.09 Management and Control of Personal Funds of Residents in section IV section B-2 & 3 Subsequent Deposits.

The solution shall provide at a minimum the following requirements:

PUBLIC:

1. Funds shall be able to be submitted through the Contractor website or through a kiosk located in a public area.
2. Funds shall be able to be marked specifically for Restitution/Fine/Fee Collection or for an Inmate Account Deposit.
3. If Inmate Account Deposit is selected, the user must indicate that they acknowledge that funds shall be applied based on DOC Policy. Text for display shall be provided by DOC.

OTHER:

1. Funds received shall indicate which selection for application of funds the public chose.
2. Only accept Inmate Account Deposits for clients housed in a DOC facility.
3. DOC shall not be accepting a commission on this module.
4. There shall be no charge to the Agency for the use of this module.
5. All funds shall be submitted to DOC on a daily basis less the collection fee
6. Monies accepted in this module cannot be applied into the offenders "purchasing" account for use on music, books, etc.
7. Kiosks shall be able to accept debit and credit cards
8. DOC shall not process any debit or credit cards, funds collected should be transferred using accepted methods agreed upon by DOC and Contractor on a daily basis.
9. Provide a web based interface for DOC staff to review funds submitted with daily accounting reports that can be used to balance the deposits of funds.

10. Funds that are contested and subsequently reversed shall be handled in a manual process outside of the interfaces.
11. Log all activity
12. The solution shall ensure the Department maintains compliance with their PPD 3.05 Field Services Collection Procedures and PPD 3.09 Management and Control of Personal Funds of Residents.

INTERFACES:

1. To Contractor: an interface/file to the Contractor shall provide the names of inmates and everyone that owes restitution/fines/fees. The file shall include the client id, name, total amount owed and any other information needed. (Provided daily)
2. From Contractor: an interface/file to the agency that shall provide details of the amounts collected. File shall include client ID, transaction ID, date/time received, amount received. (Provided daily)
3. From Contractor: A daily log file.

2.8 Inmate Informational Service:

Contractor shall provide a solution for inmates to be notified electronically of any appointment, etc. where they shall view requested information.

The solution shall provide at a minimum the following requirements:

INMATE:

1. Allow inmate to view all current and future appointments.
2. Allow inmate to view all appointments for the last year.
3. Provide a warning banner that an appointment is scheduled within the next 24 hours. This can include video visitations as well.
4. Provide a location for the inmate to review documents provided by DOC. Examples:
 - Inmate account record
 - Medical document
 - Offender document such as Miltimus
 - Inmate handbook
 - Policy Procedure Directives (PPD's)

DOC STAFF:

1. Allow DOC staff to manually add a document to the inmates reviewing area in addition to automated uploads
2. Allow DOC staff to set a date for the document to expire and on that date remove the document.
3. Allow DOC staff to see all documents that are available to an inmate
4. Allow DOC staff to download any document that is currently in the system even though it may have expired.

OTHER:

1. All documents shall be retained for twelve (12) months
2. DOC will not be accepting a commission on this module.
3. There shall be no charge to the Agency or Inmates for the use of this module.
4. Add an indicator as to the date/time the file was added, who added it, when it is set to expire
5. Log all activity including viewing the document

INTERFACE:

1. To Contractor: an interface that shall provide documents for inmates in a batch process.
Example: Inmate's currently receive printed copies of their trust fund activities once a month. These documents shall be able to be uploaded and tagged for a specific inmate to view.
 2. From Contractor: a listing of all documents that the inmate has the ability to view including appointments, the date/time the inmate viewed the information and the date/time the information is set to expire.
 3. From Contractor: A daily log file.
- 2.9 Pre-Paid Exit Cards:
Contractor shall provide a solution for reimbursing remaining account balances to discharged inmates.

The NH Department of Corrections policy for closing an inmate account is available for view at www.nh.gov/nhdoc/policies/Index.html entitled PPD 3.09 Management and Control of Personal Funds of Residents.

The solution shall provide at a minimum the following requirements:

DOC STAFF:

1. Allow DOC to transfer inmate account funds to a pre-paid exit cards for inmates leaving the facilities.
2. Allow DOC to code the debit cards for delivery to inmate as they exit the facility

OTHER:

1. DOC will not be accepting a commission on this module.
2. There shall be no charge to the Agency or Inmates for the use of this module.
3. Exit cards must be able to be reloaded when the inmate is in the community
4. Provide a web based interface for DOC staff to review funds transferred with daily accounting reports that can be used to balance the transfer of funds.
5. Log all activity when the card is loaded or if the card is cancelled.
6. The product shall ensure the Department maintains compliance with the PPD 3.09 management and Control of Personal Funds of Residents.

INTERFACES:

1. From Contractor: A daily log file.

2.10 Education:

Contractor shall provide a solution with an integrated educational solution for the correctional marketplace that meets federal, state and local correctional agency requirements.

The solution shall provide at a minimum the following requirements:

INMATES:

1. Allow inmates to access basic education classes/course work
2. Allow external access for outside training opportunities with the costs to be incurred by inmates if necessary
3. Allow inmates to take set assessment or evaluation testing to determine their current level

DOC STAFF:

1. Allow DOC staff to enroll inmates in classes and manage progress
2. Allow DOC staff to review education completed for an inmate

OTHER:

1. Log all activity
2. DOC shall not be accepting a commission on this module.
3. There shall be no charge to the Agency or inmates for the use of this module with the exception of external education that may be purchased by the inmate.

INTERFACES:

1. To Contractor: an interface/file to the Contractor shall provide the client ID's, restriction flags and any other information required.
2. From Contractor: an interface/file to the agency that shall provide details of the classes completed. File should include client ID, class ID, class name, date/time started, date/time completed, grade/score other information as needed.
3. From Contractor: A daily log file.

2.11 MP3/Books/Games/Movies/Other content:

Contractor shall provide a solution for wireless delivery of music, games, books, etc. Applications shall be available for inmates on a tablet device on a subscription basis

The solution shall provide at a minimum the following requirements:

INMATES:

1. Allow inmates to purchase content based on available funds.
2. Only inmates with a purchased tablet can purchase content
3. Inmates shall not be able to play any purchased content if they have a restricted flag even though content has been purchased
4. Inmates can only access content from a purchased tablet.
5. Inmates can delete content from their purchased tablet and then re-download it at no additional charge.

PUBLIC:

1. Funds shall be able to be submitted through the Contractor website on behalf of the inmate with a clear indication the funds are to be used for purchasing content and not for restitution/fine/fee or the inmate's account.

DOC STAFF:

1. Provide a web based interface for DOC staff to review funds submitted to the agency with daily accounting reports that can be used to balance the deposits of funds.
2. Provide a web based interface for DOC staff to approve or deny content prior to allowing it to be purchased.
3. Log all content changes

OTHER

1. DOC shall be accepting a commission on this module.
2. There shall be no charge to the Agency for the use of this module.
3. All inmates shall be reimbursed and/or credited for music & players already purchased through previous kiosk solution. (Approx. 310 for 2016)
4. Shall provide a catalog of a minimum of 500,000 songs with the ability for DOC to restrict a song if necessary
5. Shall provide a catalog of all items for sale for DOC approval prior to allowing the content to be purchased

6. Funds that are contested and subsequently reversed shall be handled in a manual process outside of the interfaces
7. Log all activity
8. Allow funds to be submitted from DOC on behalf of inmates to be added to the inmates "purchasing fund" in an automated process.

INTERFACES:

1. To Contractor: an interface/file to the Contractor shall provide the names of inmates and everyone that owes restitution/fines/fees. The file shall include the client id, name, total amount owed and any other information needed. (Provided daily)
2. To Contractor: an interface/file to the Contractor with funds to be allocated to inmates purchasing account. Funds shall be transferred separately.
3. From Contractor: an interface/file to the agency that shall provide details of the amounts collected. File shall include client ID, transaction ID, date/time received, amount received. (Provided daily)
4. From Contractor: A daily log file.

2.12 Inmate Cash Withdrawal Request:

Contractor shall provide a solution for inmates to request cash withdrawals using a link application on a kiosk or tablet.

The NH Department of Corrections policy is available for view at www.nh.gov/nhdoc/policies/index.html entitled PPD 3.09 Management and Control of Personal Funds of Residents in section IV section C Expenditures.

The solution shall meet or exceed the following requirements:

INMATES:

1. Allow inmates to submit a request based on available funds.
2. Requests shall include fields for:
 - a. Amount of request
 - b. Valid mailing address for the check to be sent to
 - c. Purpose of the request
3. When submitted, display back a confirmation number for the inmate to write on the back of the envelope.
4. Allow the inmate to view the request and its status. Retain requests for three (3) months.

DOC STAFF:

1. Provide a web based interface for DOC staff to approve the withdrawal request.
 - a. This shall be a different group of staff members than the processing staff.
 - b. If there is insufficient funds in the inmate account for the requested amount do not allow staff to approve unless the individual is in an approved housing unit.
 - c. If there are sufficient funds, allow DOC staff to mark the request as approved or denied, reason for denial, date/time and DOC staff name.
 - d. At the time of approval, a transaction must be submitted to DOC via an interface to put a soft-hold on the inmates account.
2. Provide a web based interface for DOC staff in inmate accounts to acknowledge receipt of the envelope and its contents.

- a. Allow staff to reject the request. This shall return the request to the inmate. Envelope to follow. This shall end the request in the system and pass the final record via an interface to DOC.
- b. Allow staff to approve the request. This shall mark the request as submitted for processing. This shall end the request in the system and pass the final record via an interface to DOC.

OTHER

1. DOC will not be accepting a commission on this module.
2. There shall be no charge to the Agency or the inmate for the use of this module.
3. Log all activity
4. The product shall ensure the Department maintains compliance with their PPD 3.09 Management and Control of Personal Funds of Residents

INTERFACES:

1. To Contractor: an interface/file to the Contractor with client ID, location, inmate trust fund balance and any additional fields required by Contractor.
2. From Contractor: an interface/file to the agency that has transactions that have been approved or flagged for processing. File shall include client ID, transaction ID, date/time received, amount received. (Provided daily)
3. From Contractor: A daily log file.

3.0 Staffing Requirements

3.1 State Personnel

The State shall assign a project manager to work with the Contractor to address all contractual issues.

3.2 Contractor Personnel

Contractor shall assign capable personnel, knowledgeable of the Contractor software, hardware and Internet access service to facilitate all aspects of this Contract. Account Management and On Site Administrators shall be available during State business day hours of 8:00 a.m. to 4:30 p.m. Eastern Standard Time. All other Contractor support personnel shall be available 24 hours per day, 7 days per week. Contractor personnel shall abide by all DOC policies.

3.3 Account Management

The Contractor shall provide a primary Account Manager to work in conjunction with the State and any other vendor regarding the installation or delivery of services and equipment. The Account Manager shall be responsible for reviewing all requirements and ensuring that all terms and conditions are enforced. Account Manager shall accept additional service orders, verify billing, adjust billing errors, verify payment, regulate, and deliver, required reports. A single point of contact shall be designated, responsible and accountable for all service and contractual matters.

3.4 Technical Support Engineer

Technical Support Engineer shall be responsible for delivering and installing any Contractor-supplied hardware and software, connecting to Contractor equipment, loading software and for providing customer support.

3.5 Pre-Installation and Post-Installation Technical Support

The Contractor shall provide Technical Support personnel qualified to support and troubleshoot all Contractor equipment and services. Personnel shall be trained in conducting site visits to ensure proper installation and provisioning. Personnel shall maintain equipment manufacturer

and BICSI certifications. Post Installation Support personnel shall be trained in the continued operational support of all services provided by the Contractor.

3.6 Additional Security Review

Any Contractor or sub-contractor personnel subject to security review shall provide to the State, reports indicating any arrests or contact with law enforcement agencies. Notification to the State shall be made prior to any work done under this contract. Such personnel shall also notify the DOC prior to starting any work against this Contract, if they have any relative or acquaintance under prison supervision.

3.7 On Site Administrator (Concord & Berlin)

The Contractor shall provide onsite system Administrators who shall be a Contractor employee trained to operate all functions of system administration and responsible for inputting any and all information required for Inmate accounts, telephone call records and recording. The Administrator shall be responsible for implementing service changes, system updates and repair processes. The Administrator shall also support Investigators in the operation of the Contractor systems and creation of ad-hoc reports. Operational support shall include, but not be limited to, data entry for the establishment of new inmate accounts, calling privileges, call restrictions, collecting and inputting voice samples of the inmates for identification and tracking purposes, entering and adjusting inmate personal identification numbers (PIN) and training DOC staff in the use of the Administrative / Investigative terminals (PCs) and assisting investigators in searching or loading files. Administrator shall abide by all Department of Corrections regulations.

3.8 Contacts

Within five (5) days after Contract award, the Contractor shall notify the Department of Administrative Services, Division of Procurement and Support Services Section, in writing, of the names, addresses and telephone numbers of the principal contact(s) for:

- Trouble-shooting and routine repairs;
- Major outage/trouble reports;
- Escalation procedures;
- Payments and accounting records;
- Terms and conditions.

The Contractor shall provide written notice to the Department of Administrative Services, Division of Procurement and Support Services of any changes of contact personnel and/or telephone numbers.

3.9 Security Review

Prior to providing service to the State and entering any State facility, Contractor employees shall obtain security clearance from the State under DOC policy and guidelines. No Contractor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision. The following security requirements apply:

- Employee agreements allowing background checks shall be exclusively the responsibility of the Contractor.
- The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Contractor.

- The Contractor shall provide written notice to the Department of Administrative Services, Division of Procurement and Support Services Section of any changes of employees providing service to the State, and obtain authorization from the State for acceptance ten (10) business days prior to service provisioning by such employee.
- All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this Contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately in order to meet assigned installation dates.

3.10 Status of Contractor Employees and Subcontractors

Contractor employees and subcontractors shall be independent of the State in all respects and in no way considered employees of the State.

3.11 Contractor Employee Reassignment

The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the services.

3.12 Picture ID

Contractor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. The ID shall be worn by all employees while servicing the State. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs of acquiring such badges shall be solely borne by the Contractor.

3.13 English as a Major Language

All Contractor and subcontractor personnel interfacing with State employees shall be fluent, and able to effectively communicate in the English language as commonly used in business. Any Contractor and subcontractor employee who cannot be understood by State employees shall be removed from the State account and replaced with personnel who are fluent and able to effectively communicate in the English language, as commonly used in business.

3.14 Department of Corrections Rules of Conduct

Any Contractor and subcontractor employee working at a Department of Corrections (DOC) location shall abide by the Rules of Conduct for Persons Providing Contracted Services as defined by the DOC.

During the performance of services the Contractor's employees are responsible to the facility administrator, and by virtue of this Contract with the State of New Hampshire agree to abide by all the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

3.14.1 Engaging With Prisoners

Engaging in any of the following activities with persons under departmental control is strictly prohibited:

- Any contact, including correspondence, other than the performance of services for which the service provider is contracted to provide;
- Giving or selling of anything;
- Accepting or buying anything.

3.14.2 Intoxication

Any person providing services who is found to be under the influence of intoxicants or drugs shall be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3.14.3 Possession of Contraband

Possession, transport, introduction, use, sales or storage of contraband on the prison grounds without prior approval of the Commissioner of Corrections or his/her designee is prohibited. Any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action. Refer to RSA 622:24 and RSA 622:25 or other statutes.

- a. Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to narcotics, controlled drugs and/or 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. Any tobacco products;
- h. Sums of money or negotiable instruments in excess of \$100.00;
- i. Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit;
- j. The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - Knives and knife-like weapons;
 - Clubs and club-like weapons;
 - Maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity;
 - Pornography or pictures of visitors or prospective visitors undressed;
 - Radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials;
 - Identification documents, licenses and credentials not in the possession of the person to whom properly issued;
 - 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;
 - Balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

3.14.4 Emergency Situations

1


In the event of any emergency situation, i.e., fire, disturbance, et cetera. Contractor employees shall follow the instructions of the escorting staff or report immediately to the closest available staff.

3.14.5 Policy, Rules and Regulations

All rules, regulations and policies of the Department 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 assistance from a staff member before proceeding any further.

3.14.6 Harassment and Discrimination

Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and shall 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 shall be subject to removal for failing to do so.

3.14.7 Searches and Inspections

- 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 Contractor and/or visitor shall 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 ensure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to ensure 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.

3.14.8 Confidentiality of Information

The Contractor shall 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. All agents, acting through the Contractor shall not discuss any confidential or privileged information with family, friends or any persons not professionally involved with persons under the supervision of the NH Department of Corrections. DOC staff is fully aware that if they are approached by anyone outside of the NH Department of Corrections' employ who requests information, they are to immediately contact their supervisor and the appropriate NH Department of Corrections' staff. Any violation of the above may result in Contract cancellation and any and all contractual obligations.

3.14.9 The Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State shall conduct compliance monitoring of PREA standards which may require an outside independent audit.

4.0 Contractor Support/Training:

- A. All Contractor's standard support offerings for end users and technical staff including; help desk, application and technical support costs of all trainings shall be absorbed by the Contractor.
- B. Training shall be provided for up to fifty (50) primary end users at a central location and up to ten(10) at NNHCF and ten (10) at NHSPW. User training may be interactive web-based, web conference and/or on-site. Each training participant shall receive training materials and up to twenty (20) additional copies of the materials for the regions and central office. Upon completion of training the Respondent shall provide training materials in an electronic format.
- C. Also see Section 1.2.10

5.0 Documentation:

- A. The Contractor shall provide the State with all documentation, including all information, data, descriptive materials, software source code annotations and documentation in accordance with such programming and coding documentation standards applicable to high quality entities that develop, publish, license, maintain and support software generally, all approved specifications, service level descriptions and details, any and all descriptions and specifications of the requirements hereunder or created or developed hereunder, operational, functional and supervisory reference guides, manuals and all other information which is developed, prepared, used or otherwise available from the Contractor, in connection with and applicable to the provision, use, operation and support of the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technology Kiosk Solution. Documentation shall be sufficient to enable the State to understand, operate, use, access, support, maintain, update and modify the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technology Kiosk Solution. Documentation shall also include all standards applicable to the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technology Kiosk Solution.
- B. Reporting:
Reports shall be available for viewing and downloading in PDF format by authorized DOC staff through the Contractor's secure internet website. Reports consist of court Order Payment Fund Receipts, Inmate Trust Fund Receipts and Debit cards Listing (previous day, release location and monthly recap).

Reporting. Contractor will provide State with online access to certain transaction information. To the extent such information is provided through password protected access, State agrees to keep all user and password information confidential and protect against unauthorized use. State will indemnify and hold Contractor harmless from any lawsuits, claims or other damages resulting from unauthorized use of

transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of State.

6.0 Intellectual Property/Work Product Ownership:

- A. The State shall retain all right, title and interest in and to all data content provided by the State, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by a Contractor ("State Information"), and all other rights, tangible or intangible (collectively, "State Intellectual Property"). A Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.
- B. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall be required to immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein. Without any additional cost to the State, Contractor shall be required to promptly give the State all reasonable assistance and execute all documents the State may reasonably request to assist and enable the State to perfect, preserve, enforce, register and record its rights in and to all Work Product.
- C. "Work Product" shall mean all interfaces created solely for the State by Contractor, either solely or jointly with others, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted a license to any such Contractor Intellectual Property that is incorporated into Work Product.
- D. The Contractor shall not sell or copyright a Work Product produced under this Contract without explicit written permission from the State.
- E. If Contractor is operating a system or application on behalf of the State, then the Contractor shall not make information entered into the system or application available for uses by any other party.

7.0 Open Standards

For all areas involving technology, Contractor shall supply all hardware, software, licensing and maintenance, consisting of current versions, upgrades, patches, fixes and telephone support for the duration of the Contract at no cost to the State.

8.0 Other Requirements:

- A. The Contractor shall not commence work until a conference is held with each agency and/or location, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting State Agency.
- B. The Contractor agrees that any damage to buildings, materials, equipment or to other property during the performance of this service shall be repaired at their own expense.
- C. The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State shall withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- D. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract(s)ing Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed by him to be contrary to the public interest or inconsistent with the best interest of security.
- E. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- F. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- G. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- H. The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

9.0 Warranty:

The Contractor shall be required to warranty any and all equipment awarded for a period of not less than one (1) year parts and labor. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses. The State will not bear any expense whatsoever with respect to any warranty work by Contractor during the warranty period.

10.0 Title:

Title to all hardware provided by Contractor for the purpose of providing the Services shall remain solely that of Contractor, except, for the avoidance of doubt, State administrative/investigative PC's and purchased inmate Tablets. Within thirty (30) days of the termination of this Agreement or within thirty (30) days of receiving notice from State of a termination of this agreement, Contractor shall, at its own expense, remove all of its hardware from State premises.

11.0 Money Transmitter Laws.

State agrees to the following procedures:

- a) For transaction greater than \$3,000 (\$1,000 in AZ) - Contractor will collect information or have Sender fill out the information included in the Large Dollar Transaction Form. No transactions will be accepted unless the information is collected.
- b) For transaction greater than \$10,000 - Contractor is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
- c) If Contractor encounters suspicious activity, State agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).

5. TERMINATION

The State of New Hampshire has the right to terminate the Contract at any time by giving the Contractor at least thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB # 1999-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

9. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide pay telephone, inmate telephone and inmate kiosk/tablet solution services in complete compliance with the terms and conditions specified in Exhibit A from the effective date of award through the expiration date set as October 31, 2022. There shall be no cost to the State associated with the provision of these services.

REBATE: The Contractor shall compensate the State a fixed Commission Rate for each transaction type that has been charged to the Customer for Trust Fund Transactions. Payment of the Commission Rate shall be tendered State of NH by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) days after the final day of the previous month.

2. PRICING STRUCTURE

INMATE & PAY PHONES

1. Contractor charges are based upon a call access fee (fixed cost to complete a call) and per-minute fee (where applicable). Calls shall be categorized by call termination location as follow:

Local Exchange Calling: Calls made within the local exchange of the telephone, consistent with services provided by the current Local Exchange Carrier for that location.

Intra-LATA (In-State) Calling: Calls within the 603 (LATA) area code considered as all of geographic New Hampshire.

Calling to Areas within the United States: Calls to anywhere in the contiguous United States.

Non-Contiguous US State Calls: Calls outside of the contiguous states of the United States shall be the lowest charged to any customer by the Contractor for calls of same type to that same location. No additional rates other than that charged per prevailing law in the country of call termination shall be charged.

Pay Telephones Only:

Maximum rate to establish a collect or third number charge call.

Maximum rate to establish a person to person call.

Maximum rate to establish a toll free number call or a calling card call.

2. Rates shall be exclusive of state and federal taxes, PUC or FCC charges and, charges of other regulating government agencies. Contracted rates shall include all other call costs, and be fixed for the duration of the Contract. Failure to comply with these requirements shall constitute default.

3. Per minute rates charges shall be based upon chargeable time. In all cases, chargeable time begins when the call connection is established between the calling telephone and the called telephone. On person to person, third party and collect calls, chargeable time begins when connection is established between the calling person and the particular person or station specified by the caller. Chargeable time shall end when the calling telephone hangs up thereby releasing the network connection. If the called telephone hangs up but the calling party does not, chargeable time shall end.
4. The Contract shall provide pay telephone services located throughout the state with a fixed 20% commission paid to the State based upon gross charges, exclusive of federal FCC; PUC or other Government imposed fees, taxes or charges. No payments shall be due the Contractor by the State. All fees for services shall be charged to parties for receiving or initiating calls.
5. The Contractor shall make monthly payments to the Department of Corrections for inmate Phone services at Department of Corrections' locations based upon the following table.

Months from Contract Initiation	Start/End Dates	Monthly Payment to State
1 through 24	November 1, 2017 through October 31, 2019	\$30,000
25 through 48	November 1, 2019 through October 31, 2021	\$32,000
49 through 61	November 1, 2021 through October 31, 2022	\$32,000

6. Payments shall be made to the State based on service month, starting on the 1st of the month, ending on the last day of each month (i.e. April 1 through April 30 , May 1 through May 31, June 1 through June 30 , etc.) per the following schedule. If the given dates do not fall on the Contractor monthly cycle date, the Contractor shall provide prorated payment based upon the number of days of service in the given month (i.e. for the month of August in the first year of contract with 8 days of service provided, payment would be $8/31 \times \$30,000 = \$7,741.94$) at the beginning and end months of the Contract.

Service Dates	Payment Due Date
November 1 through November 30	December 31
December 1 through December 31	January 31
January 1 through January 31	February 28
February 1 through February 28	March 31
March 1 through March 31	April 30
April 1 through April 30	May 31

May 1 through May 31	June 30
June 1 through June 30	July 31
July 1 through July 31	August 31
August 1 through August 31	September 30
September 1 through September 30	October 31
October 1 through October 31	November 30

7. Inmate Telephone payments shall be made by check, payable to:

State of New Hampshire, Department of Corrections, Division of Administration
 PO Box 1806
 Concord NH 03302-1806.

8. Pay Telephone commission payment address shall be determined by "owner" of telephone service. Currently, commission payment for telephones within State Park areas shall be by check, payable to:

State of New Hampshire, Department of Natural and Cultural Resources
 Office of the Commissioner
 172 Pembroke Road
 Concord, NH 03302-6312.

Commission payment for pay telephones outside of Park areas shall be by check, payable to:

State of New Hampshire, Department of the Treasury
 c/o Department of Administrative Services,
 Room 120
 25 Capitol Street
 Concord NH 03301-6312.

Commission check delivery location may change dependent upon alterations in State policy or legislation.

- 9. The State shall not be responsible for Contractor travel expenses inclusive of, but not limited to, airfare, hotel, meals, rentals, automobile mileage or out of pocket expenses.
- 10. Visitor intercom phones as defined in paragraph 1.2.20 Visitor Intercom Phones shall be provided at no cost. Usage charges shall not apply.
- 11. All items covered under this Contract shall be delivered as the responsibility of the Contractor and at no direct cost to the State.

INMATE TELEPHONE COLLECT CALL SERVICES

CALL TYPE	COST PER MINUTE
LOCAL EXCHANGE	\$0.013
INTRA-LATA	\$0.013
INTER-LATA	\$0.013

INMATE TELEPHONE DEBIT AND PREPAID CALL SERVICES

Call Type	Cost per Minute
Local Exchange	\$0.013
Intra-LATA	\$0.013
Inter-LATA	\$0.013

PAY TELEPHONE CALL SERVICES

Call Type	Access Fee Cost per Call	Cost per Minute
Local Exchange	\$0.50	\$0.10
Intra-LATA	\$0.50	\$0.15
Inter-LATA	\$0.50	\$0.25

3. PAYMENT SERVICES

1. **Remittance.** For all deposit and payment services designated in this Schedule, Contractor agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate State accounts in the designated system. Contractor will initiate an Automated Clearing House ("ACH") credit to State's designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Contractor. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Contractor.

2. **Compliance with Applicable Law.** Contractor is a licensed "money transmitter" under applicable state laws. State will reasonably cooperate with Contractor to ensure that Contractor complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If State is unable or unwilling to comply with the requirements of Contractor that allow Contractor to be in compliance with the Money Transmitter Laws, Contractor may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.

3. **Systems Interface.** Contractor and State will establish a systems interface that allows for processing of payments directly between the proprietary systems of State and Contractor. State and Contractor shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.

4. **Payment Types and Business Rules.** State will provide Contractor with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Contractor will use its default parameters unless State specifies unique requirements.

Inmate Service Fees

Services		Inmate Fee	Commission Paid to the State
Commissary/Canteen Order (each)		\$0.00	
Movie (each)		\$4.99	
Games (each)		\$0.00	
MP Song (each)		\$2.00	\$0.19
Books (each)		\$3.50	\$0.20
Email Message (each)		\$0.40	\$0.05
E-Cards (each)		\$2.00	\$0.05
Video Message (recorded) (each)		\$1.00	\$0.10
Video Visit (live)	20 min	\$6.00	
Inmate Request/Grievance (each)		\$0.00	
Informational Svc (each)		\$0.00	
Banking Deposit(Public)			
- Debit/Credit		\$7.00	
Banking Deposit & Restitution/Fine Payment (Online)			
- to \$20.00		\$3.00	
- \$20 to \$100		\$6.00	
- \$100 to \$200		\$8.00	

- \$200 to \$300
Banking Deposit(Visiting Room)
- to \$5000
Restitution/Fine Payment(Online)
Pre-Paid Exit Card

\$10.00	
\$9.00	
\$3.00	
\$0.00	

Education Services
High School Equivalency
Vocational Offering

\$0.00	
\$0.00	
\$0.00	

Hardware*
Type (include MB Capacity) -
Audio Device: 32MB (each)
Tablet 8"32GB (1)

\$74.99	
\$149.00	

Additional Fees when Applicable

Following is a description of additional fees that are only applicable as indicated in the table. These fees are cost recovery in nature and are not considered revenue ,no commission is paid on these fees.

No Cost Deposit Options

	When Applied	Amount
Certified Check mailed to Contractor	Per Transaction	\$0.00
Money Order mailed to Contractor	Per Transaction	\$0.00
Deposit sent to Contractor via Western Union	Per Transaction	\$0.00

(A person who sends money to Contractor for a prepaid account via Western Union pays Western Union's fee for that service. Contractor does not charge an additional fee for payments via Western Union)

Convenience Deposit Fees

Account Deposit Fees

	When Applied	Amount
Automated IVR Deposits	Per Transaction	\$3.00
Live Operator Deposits	Per Transaction	\$5.95

Federal, State and Cost Recovery Fees

Federal Universal Service Fund (FUSF)2	Monthly per invoice of Interstate Calls	Currently 17.4%
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(Federal Universal Service Fund percentage changes quarterly as prescribed by the FCC)

Federal, State and Cost Recovery Fees -

Only When Customers Choose Paper Invoice

Single Bill Cost Recovery Fee	Monthly - Collect Calls	\$2.00
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1. Additional Optional Services with Potential Revenue for the State. Taxes, and regulatory and other mandated fees may also apply.

a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

b. Thirty-Day Subscriptions:

i. Streaming Music: \$8.99, and an additional \$16 service infrastructure charge (\$24.99)

- ii. TV Audio: \$1.99, and an additional \$5 service infrastructure charge (\$6.99)
 - iii. Podcasts: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)
- c. Fourteen-Day Subscriptions:
- i. Streaming Music: \$5.99, and an additional \$9.00 service infrastructure charge (\$14.99)
 - ii. TV Audio: \$0.99, and an additional \$3.50 service infrastructure charge (\$4.49)
 - iii. Podcasts: \$2.49, and an additional \$4.00 infrastructure charge (\$6.49)
- d. Seven-Day Subscriptions:
- i. Streaming Music: \$2.99, and an additional \$5.00 service infrastructure charge (\$7.99)
 - ii. TV Audio: \$0.49, and an additional \$2.50 service infrastructure charge (\$2.99)
 - iii. Podcasts: \$1.99, and an additional \$3.00 infrastructure charge (\$4.99)
- e. Thirty-Day Rental:
- i. Audio Books (per Audio Book): \$9.99, and an additional \$10 service infrastructure charge (\$19.99)
- f. Replacement Headphones or Earbuds: \$5.99.
- g. Replacement chargers (where available): \$7.99.
- h. **AdvancePay One Call Program**
- | | | |
|-------------------------------------|----------|--------|
| AdvancePay One Call Transaction Fee | Per Call | \$9.99 |
|-------------------------------------|----------|--------|

4. INVOICE

Contractor shall directly invoice service users. All costs shall be maintained for the term of the Contract. The State shall not be responsible to pay for, or maintain any service, including maintenance and support.

**EXHIBIT C
SPECIAL PROVISIONS**

1. Section 2 of Form P-37 is deleted and replaced with the following:
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, meeting the requirements identified in the attached Exhibit A, as particularly described in the attached Contractor's response to RFP 1999-18 under EXHIBIT D which are both incorporated herein by reference ("Services").

2. Section 6.1 of form P-37 is deleted and replaced with the following:
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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. Notwithstanding the foregoing, or anything to the contrary under the Agreement, the State agrees that Contractor has no responsibility to advise the State with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to the State through products or services under this Agreement, or compliance therewith. The State has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, the State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.

EXHIBIT D

RFP # 1999-18 and Contractor response, dated June 26, 2017 are incorporated here within.

Contractor Initials
Date 9/29/2017

ATTACHMENT A
PAY TELEPHONE LOCATIONS
All Locations are Subject to Change

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6034449837	ADJUTANT GENERAL	134 MAIN ST	LITTLETON DISTRICT COURT	LITTLETON
6034362009	BUS TERMINAL	185 GRAFTON DR	BUS TERMINAL OUTSIDE	PORTSMOUTH
6034366033	BUS TERMINAL	185 GRAFTON DR	INSIDE PORTSMOUTH BUS TERMINAL	PORTSMOUTH
6037527077	CORRECTIONS, DEPT OF	138 EAST MILAN RD		BERLIN
6032288767	CORRECTIONS, DEPT OF	1 PERIMETER ROAD	NORTH END HOUSE	CONCORD
6032284365	CORRECTIONS, DEPT OF	1 PERIMETER ROAD	NORTH END HOUSE	CONCORD
6032282922	CORRECTIONS, DEPT OF	281 NORTH STATE ST		CONCORD
6032282189	CORRECTIONS, DEPT OF	1 PERIMETER ROAD	NORTH END HOUSE	CONCORD
6032280904	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032269613	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032262066	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032254986	CORRECTIONS, DEPT OF	1 PERIMETER ROAD	NORTH END HOUSE	CONCORD
6032249840	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6036669979	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE BASEMENT	MANCHESTER
6036669973	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE 1ST FLOOR	MANCHESTER
6036239177	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE 1ST FLOOR	MANCHESTER
6036238282	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE	MANCHESTER
6036221548	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE	MANCHESTER
6036221056	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE	MANCHESTER
6037497751	DOVER TRAIN STATION	33 CHESTNUT ST		DOVER
6037497748	DOVER TRAIN STATION	33 CHESTNUT ST		DOVER
6032269605	HHS	105 PLEASANT ST	2ND FL E LOBBY	CONCORD
6032245312	HHS	36 CLINTON ST	NH ST HOSPITAL LOBBY	CONCORD
6032240245	HHS	129 PLEASANT ST		CONCORD

6039893056	HHS	393 HIGH ST	GLENCLIFF HOME BENSON NH	GLENCLIFF
6036428564	JUDICIAL BRANCH	10 ROUTE 125	ROCKINGHAM CTY CT 2/BASEMENT	BRENTWOOD
6035391669	JUDICIAL BRANCH	96 WATER VILLAGE RD	20 COURT HOUSE SQUARE	CENTER OSSISPEE
603224206	JUDICIAL BRANCH	32 CLINTON ST		CONCORD
6034324406	JUDICIAL BRANCH	10 MANNING ST		DERRY
6037490154	JUDICIAL BRANCH	25 ST THOMAS ST		DOVER
6035328217	JUDICIAL BRANCH	84 PETERBOROUGH ST, ROUTE 202	JAFFREY DIST CT	JAFFREY
6033574685	JUDICIAL BRANCH	12 COURT ST		KEENE
6037882549	JUDICIAL BRANCH	55 SCHOOL ST	COOS COUNTY COURT HOUSE	LANCASTER
6036430106	JUDICIAL BRANCH	38 CENTERRA PARKWAY	LEBANON DISTRICT COURT	LEBANON
6038800073	JUDICIAL BRANCH	30 SPRING ST		NASHUA
6035369510	JUDICIAL BRANCH	25 GREEN ST	PLYMOUTH DISTRICT COURT	PLYMOUTH
6034332015	JUDICIAL BRANCH	111 PARROTT AVE	PORTSMOUTH DISTRICT COURT	PORTSMOUTH
6032281496	LABOR, DEPT OF	95 PLEASANT ST	OUTSIDE SPAULDING BUILDING	CONCORD
6035328026	RESOURCES & ECON DEV	OLD TOLL RD TRAILHEAD		JAFFREY
6038239973	RESOURCES & ECON DEV, DEPT OF	EXIT 34C I-93 FRANCONIA NOTCH	PEABODY SLOPE	FRANCONIA
6038239537	RESOURCES & ECON DEVEL, DEPT OF	14 LAFAYETTE CAMPGROUND RD		FRANCONIA
6035478388	RESOURCES & ECON DEVEL, DEPT OF	764 FOREST RD	GREENFIELD STATE PARK	GREENFIELD
6039645863	RESOURCES & ECON DEVEL, DEPT OF	27 OCEAN BLVD	NORTH HAMPTON BCH GRAY BLDG	NORTH HAMPTON
6033239391	RESOURCES & ECON DEVEL, DEPT OF	281 STATE PARK RD	WHITE LAKE STATE PARK BEACH	TAMWORTH
6037839902	RESOURCES & ECON DEV	50 INTERSTATE 93 N	MILE MARKER 50.6	CANTERBURY
6037830392	RESOURCES & ECON DEV	50 INTERSTATE 93 N	MILE MARKER 50.6	CANTERBURY

6033565362	RESOURCES & ECON DEV	3654 WHITE MOUNTAIN HIGHWAY		NORTH CONWAY
6038933027	RESOURCES & ECON DEV	I-93	SALEM REST AREA	SALEM
6038933014	RESOURCES & ECON DEV	ROUTE 93 NORTH	EXIT 1 REST AREA	SALEM
6034748933	RESOURCES & ECON DEV	4 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.5	SEABROOK
6034748913	RESOURCES & ECON DEV	3 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.4	SEABROOK
6034748376	RESOURCES & ECON DEV	2 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.3	SEABROOK
6034748375	RESOURCES & ECON DEV	1 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.2	SEABROOK
6034746074	RESOURCES & ECON DEV	0 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.1	SEABROOK
6034746071	RESOURCES & ECON DEV	1 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.0	SEABROOK
6037635974	RESOURCES & ECON DEV	1400 INTERSTATE 89	SPRINGFIELD REST AREA NORTHBOUND	SPRINGFIELD
6037635925	RESOURCES & ECON DEV	1400 INTERSTATE 89	SPRINGFIELD REST AREA N.	SPRINGFIELD
6039269166	RESOURCES & ECON DEV	I-95 N - MILE MARKER 5.8	INTERSTATE 95	HAMPTON
6032288992	TRANSPORTATION, DEPT OF	514 ROUTE 3A (Rail & Transit)	PARK/RIDE, 89 & 3A INTERSCTN	CONCORD
6037420093	TRANSPORTATION, DEPT OF	23 INDIAN BROOK RD	DOVER BUS STATION	DOVER
6034212942	TRANSPORTATION, DEPT OF	BUS TERMINAL		LONDONDERRY
6034336033	TRANSPORTATION, DEPT OF	BUS TERMINAL	185 GRAFTON DRIVE INSIDE	PORTSMOUTH
6034362009	TRANSPORTATION, DEPT OF	BUS TERMINAL	185 GRAFTON DRIVE OUTSIDE	PORTSMOUTH
6035793615	TRANSPORTATION, DEPT OF	8 N SOUTHWOOD DR	PARK & RIDE	NASHUA
6032868179	TRANSPORTATION, DEPT OF	I-93	SANBORNTON REST AREA SOUTHBOUND	SANBORNTON
6038981321	TRANSPORTATION, DEPT OF	BUS TERMINAL		SALEM
6038682416	UNH TRAIN STATION	50 COLLEGE RD		DURHAM



Global Tel*Link Corporation
www.gtl.net

Corporate Headquarters
12021 Sunset Hills Road
Suite 100
Reston, VA 20190

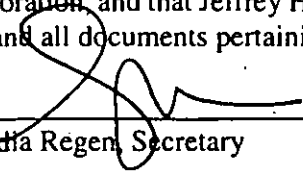
Operations Center
107 St. Francis Street
32nd Floor
Mobile, AL 36602

Global Tel*Link Corporation

OFFICERS
FEIN 63-1071001 (Idaho)

- Paul Rossetti, Chairman of the Board
- Brian Oliver, Chief Executive Officer
- Jeffrey Haidinger, President and Chief of Business Solutions
- Charles Stephen Yow, Chief Financial Officer and Treasurer
- Claudia Regen, Vice President and Secretary
- Michael Sand, Vice President and Assistant Treasurer
- Eric L. Schondorf, Vice President and Assistant Secretary
- Jessica Artz, Vice President and Assistant Secretary

I certify that the individuals listed above are duly appointed officers of Global Tel*Link Corporation, and that Jeffrey Haidinger is authorized to bind and obligate the corporation by signing any and all documents pertaining to the business of the corporation.



Claudia Regen, Secretary

CORPORATE SEAL

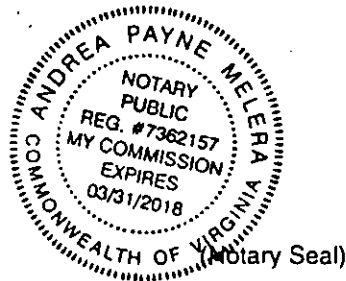
Notary:

Commonwealth of Virginia
County of Fairfax

On September 29, 2017 before me, Andrea Payne Melera, a Notary Public in and for said County and State, personally appeared Claudia Regen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Andrea Payne Melera



Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GLOBAL TEL*LINK CORPORATION is a Delaware Profit Corporation registered to do business in New Hampshire as GREAT RATE on October 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 259160



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2017

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg. #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (AC, No, Ext): (866) 283-7122 FAX (AC, No): (800) 363-0305	
	E-MAIL ADDRESS:	
INSURED GTEL Holdings, Inc: Global Tel*Link Corp 107 St Francis St 32nd Floor Mobile AL 36602 USA	INSURER A: Great Northern Insurance Co. NAIC # 20303	
	INSURER B: Chubb Indemnity Insurance Co. 12777	
	INSURER C: Federal Insurance Company 20281	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 570088241830 REVISION NUMBER:

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. Limits shown are as requested.

INS. TYPE	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
X	COMMERCIAL GENERAL LIABILITY		35833545	09/01/2017	09/01/2018	EACH OCCURRENCE \$1,000,000
	<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 <input type="checkbox"/> OTHER:					
A	AUTOMOBILE LIABILITY		7353-38-39	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
X	ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	79839962	09/01/2017	09/01/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	71725786	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A waiver of subrogation is granted in favor of Certificate holder in accordance with the policy provisions of the General Liability, Auto Liability and workers Compensation policies.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Attn: Contract Coordinator 25 Capital Street Concord NH 03301 USA	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 <i>Aon Risk Services South Inc</i>
---	--

Holder Identifier:

Certificate No: 570088241830