



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

September 21, 2018

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a **retroactive, sole source** one-year contract with Academy Computer Services, Inc. (VC# 256055), 290 Main Street, Suite 4, Stoneham, MA 02180, in the amount of \$21,996.00, for the provision of Correctional Law Library Services, effective upon Governor and Executive Council approval for the period of July 1, 2018 through June 30, 2019, with the option to renew for two (2) additional periods of up to one (1) year each. 100% Offender Funds.

The requested action does not involve the expenditure of State funds, as the Recreation Fund will support the cost of the hardware, uninstalling and installing, maintenance and security for this computer-based, electronic on-line legal research, law library system.

EXPLANATION

This Amendment Agreement is **retroactive** due to the NH Department of Corrections seeking to secure an alternative print solution for those persons under Departmental control accessing on-line legal research material through LexisNexis® subscription services that are not using the Department's primary GTL tablet print solution, to secure a redundant print solution if the primary GTL tablet solution should go off-line or fail and subsequent administrative delays.

This Amendment Agreement is **sole source** so the NH Department of Corrections may provide persons under Departmental control the continued access to contractor owned Correctional Law Libraries within the facilities pursuant to State Administrative Rule COR 302.5 and Lewis, Director of the Arizona Department of Corrections v. Casey, 516 US 804 (1996).

Academy Computer Services, Inc. will continue to provide contractor owned hardware and networking components, uninstalling and installing services, maintenance and monitoring services designed specifically for prison legal law library systems through a stand-alone network, completely separate from the State network, to deliver secure legal content in electronic format. Each facility, NH Northern Correctional Facility (NCF), NH State Prison for Men (NHSP-M) and NH Correctional Facility for Women (NHCF-W), will continue to receive isolated thin client networks (law library system: end user

terminals, modems, UPS, switches, firewall, surge protection, printers and etc.), separate and distinct from the Department's operational data networks to access on-line legal research material through a LexisNexis® subscription.

The original contract was approved by Governor and Executive Council on August 5, 2014, Item #48 that exercised two one-year renewals and extended the expiration date of the second renewal from December 31, 2017 to June 30, 2018. Through the transition of the expired contract and the continuation of services under this current contract, the amount of the total thin clients were reduced by ten from eighteen to eight with one thin client relocated from the old Women's Prison, Goffstown, NH to the new Women's Correctional Facility, Concord, NH, five allocated at the NHSP-M and two allocated at NCF.

In addition, this **retroactive, sole-source** contract shall provide monthly maintenance services of the thin client networks to include system(s) replacement as needed for any reason in whole or in part, on-site visits, on-line access, updates and enhancements, annual software licensing and live remote monitoring of usage, firewall (logon failures, site blocks, and external hacking attempts), server, and key logs (keystrokes) of the law library system(s) through real-time observation with suspicious activity to be reported to the NH Department of Corrections.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Helen E. Hanks", is written over a horizontal line.

Helen E. Hanks
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

August 28, 2018

Helen E. Hanks, Commissioner
Department of Corrections
State of New Hampshire
P.O. Box 1806
Concord, NH 03302

Dear Commissioner Hanks:

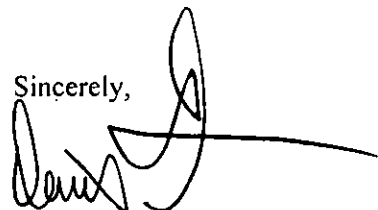
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into retroactive, sole source contract with Academy Computer Services, Inc. of Stoneham, MA as described below and referenced as DoIT No. 2019-037.

The purpose of this request is to enter into a retroactive, sole source contract for the provision of services which allows the residents under the supervision of the NH DOC thin client computer/kiosks access to the Lexis Nexis Law Library Resource Libraries.

The amount of the contract is \$21,996.00, and shall become effective retroactive to July 1, 2018 through June 30, 2019 upon Governor and Executive Council approval.

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

Sincerely,



Denis Goulet

DG/kaf
DoIT #2019-037

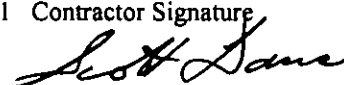
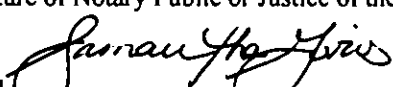
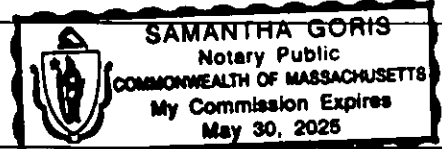
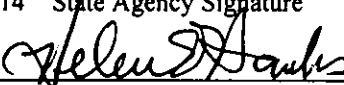
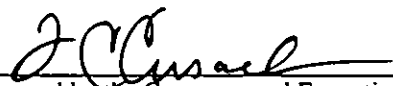
cc: Ransey Hill, IT Manager, DoIT

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 NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Academy Computer Services, Inc.		1.4 Contractor Address P.O. Box 80210 290 Main Street, Suite 4 Stoneham, MA 02180	
1.5 Contractor Phone Number 781-279-4202	1.6 Account Number Recreation Fund	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$21,996.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Davis, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>Sep. 06, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Samantha Goris, Asst. Branch Manager			
1.14 State Agency Signature  Date: <u>9/20/18</u>		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/25/18</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.

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AGREEMENT FOR CORRECTIONAL LAW LIBRARY SERVICES

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), 105 Pleasant Street, Concord, NH 03301 and Academy Computer Services, Inc. ("Contractor"), a Delaware Corporation with a place of business at 290 Main Street, Suite 4, Stoneham, MA 02180.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide a computer based service solution for the population under the control of the NH Department of Corrections.

NOW THEREFORE, the "Academy Computer Services, Inc." is herein known as the "Contractor".

NOW THEREFORE, the "stand-alone computer based service solution" is herein known as the "Correctional Law Library Services".

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follow:

Scope of Services, Exhibit A

1. Purpose:

The purpose of this Contract is for the provision of a stand-alone computer based service solution, Correctional Law Library Services, by Academy Computer Services, Inc., Contractor, for the maintenance and security of the Department's stand-alone, electronic on-line legal reference material law library system for the population under departmental control of the NH Department of Corrections.

The law library system, thin client(s), consists of terminals, servers, firewall appliances, keyboards, mice, modems and printers that restricts access and browsing capabilities to the Department's on-line legal research subscription, LexisNexis® website, with the server recording keystrokes in real time by monitoring the browsing history remotely.

2. Terms of Contract:

Contract(s) awarded by the Governor and Executive Council (G&C) through the NH Department of Corrections shall be for the period beginning July 1, 2018 through June 30, 2019 with an option to renew for two (2) additional periods of up to one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections (NHDOC) and the Governor and Executive Council (G&C).

3. Location of Services:

The Contractor shall provide Correctional Law Library Services for the Department's population under departmental control for the following facilities listed in the table, below, marked with an "X":

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Scope of Services
Exhibit A**

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
	Main Library	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
	Special Housing Unit (SHU)	281 North State Street	Concord, NH 03301
	Closed Custody Unit (CCU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301

- 3.1. The requested services shall be provided by the Contractor to alternative service locations in the event that the NH Department of Corrections desires a need to relocate service locations within the NH Department of Corrections correctional system.
- 3.2. Locations/thin clients per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations/thin clients may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.

4. Specifications for Required Scope of Services:

- 4.1. Outline of Minimum Required Services:
 - 4.1.1. Provide all necessary hardware and installation of hardware;
 - 4.1.2. Stand-alone networking system with security features;
 - 4.1.3. Maintenance of Correctional Law Library system;
 - 4.1.4. Perform all electronic updates and enhancements; and
 - 4.1.5. Monitoring and reporting of keystroke activity.
- 4.2. Hardware: The Contractor shall provide all necessary Contractor owned hardware, including but not limited to: wall racks, servers, UPS, switches, UPS, firewalls, power protection, secure end user terminals, keyboards, mice, modems and printers to allow the Department's facilities and sub-locations to receive on-line legal content. Each facility system shall be physically isolated from the staff network with no common data wires, switches or network components. Each system will have a secured online link to be used for maintenance, updates and surveillance of the population under departmental control.
- 4.3. Installation: The Contractor shall be responsible for the installation of all thin clients and network wiring components that are owned and operated by the Contractor for the delivery of on-line legal content. In addition, the Contractor shall be responsible for any network wiring required to deliver on-line legal content to the facilities.
- 4.4. Maintenance: The Contractor shall be responsible for the maintenance of all hardware owned and operated by the Contractor. Any damaged or defective end user terminals and hardware shall be replaced with new or equivalent components by the Contractor within forty-eight (48) hours, seven (7) days a week, including weekend and holidays, of notification of a problem by the Department's Contract Liaison. The Contractor shall respond to total outage of the system and/or any one facility within twenty-four (24) hours, seven (7) days a week, including weekends and holidays, via answering service, on-call staff or on-site visit.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Scope of Services
Exhibit A

- Answering machines or voice mail shall not be an acceptable form of communication. Holidays shall be based on State of NH designated Holidays.
- 4.5. **Monitoring:** The Contractor shall perform ongoing monitoring of use of the system for security purposes. Monitoring of the systems may be performed remotely by the Contractor. The Contractor agrees to promptly notify the Department of any activity by end users that appears to be "unusual" and may be considered an unapproved use of the system.
- 4.6. **Printing:** System shall provide local printing solution with each law library in each location. Procedures and policies will be established by the NH Department of Corrections to administer the printing function. The Contractor shall configure the printing function to operate within that framework.
- 4.7. **Reporting:** The Contractor shall provide usage reports to the Director of Education of "unusual" events on a monthly basis per facility and sub-location as well as other reports as agreed upon between the Contractor and the Department.
- 4.8. **Emergency/Act of Vandalism Services:** The Contractor shall provide "on-call" services for emergency and/or acts of vandalism services.
- 4.8.1. Major "on-call" services for unscheduled, emergency and/or acts of vandalism services shall require an estimate for work to be provided at no charge to the NH Department of Corrections to be approved by the Director of Education and or designee prior to any work to be performed.
- 4.8.2. If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply: The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a quote shall be faxed to the Director of Education at (603) 271-1855 with the expected costs related to the vandalism.
- 4.9. **Reduction of Thin Client/Locations:** For the purposes of this Contract, the Contractor shall reduce the number of terminals from eighteen (18) to eight (8) for a net reduction of ten (10) with assignments of the remaining thin clients to the following locations:

Northern Region – Northern NH Correctional Facility			
	From	To	Net (Reduction Amount)
Northern NH Correctional Facility (NCF)			
Main Library	4	1	(- 3)
Closed Custody Unit (CCU)	1	1	0
Southern Region – Southern NH Correctional Facilities			
NH State Prison for Men – (NHSP- M)			
Main Library	7	2	(- 5)
Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	1	1	0
Special Housing Unit (SHU)	1	1	0
Closed Custody Unit (CCU)	1	1	0
North End House	1	0	(- 1)
NH Correctional Facility for Women – (NHCF-W)	2	1	(- 1)
Totals	18	8	(10)

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**Scope of Services
Exhibit A**

4.10. Reduction of Contractor Owned Hardware – Northern Region: Northern Correctional Facility (NCF), Berlin, NH

Item #	From Quantity	To Quantity	Part	Sub-location	Description
1.	1	1	Wall Rack	Library	7u Locking doors, dual top fluid bearing fans: Metal mesh for airflow 18" deep.
2.	1	1	Main Computer (Server)	Library	Academy Secure Server 196 point lockdown process, Keylogging WS. Solid State HDD, IPMI 2.0 remote management capability licensing for all terminals.
3.	1	1	UPS	Library	500 V A smart, with line conditioning, USB connection to server and SW. Cleaner power for greater uptime. Fits in cabinet above
4.	1	1	Firewall	Library	Academy's custom programming makes this a strong electronic escape prevention tool. All traffic goes through it.
5.	4	1	ISIS - Term	Library	Academy secured terminal. 45 step modification process, 1.2 Ghz 5121/512mb system/flash RAM, 19" monitor
6.	1	1	ISIS - Term	CCU	Academy secured terminal. 45 step modification process, 1.2 Ghz 5121/512mb system/flash RAM, 19" monitor
7.	1	1	LCI200	Library	Power protection for terminals. Corrects voltage variability. Protects against spikes and line noise.
8.	1	1	HP2055dn	Library	Printer

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**Scope of Services
Exhibit A**

4.11. Reduction of Contractor Owned Hardware – Southern Region: NH State Prison for Men (NHSP-M), Concord, NH

Item #	From Quantity	To Quantity	Part	Sub-location	Description
1.	1	1	Wall Rack	Library	7u Locking doors, dual top fluid bearing fans: Metal mesh for airflow 18" deep.
2.	1	1	Main Computer (Server)	Library	Academy Secure Server 196 point lockdown process, Keylogging WS. Solid State HDD, IPMI 2.0 remote management capability licensing for all terminals.
3.	1	1	UPS	Library	500 V A smart, with line conditioning, USB connection to server and SW. Cleaner power for greater uptime. Fits in cabinet above
4.	1	1	Firewall	Library	Academy's custom programming makes this a strong electronic escape prevention tool. All traffic goes through it.
5.	7	2	ISIS - Term	Library	Academy secured terminal. 45 step modification process, 1.2 Ghz 5121/512mb system/flash RAM, 19" monitor
6.	3	3	ISIS - Term	1 SPU/RTU 1 SHU 1 CCU	Academy secured terminal. 45 step modification process, 1.2 Ghz 5121/512mb system/flash RAM, 19" monitor
7.	1	0	ISIS - Term	NEH	Academy secured terminal. 45 step modification process, 1.2 Ghz 5121/512mb system/flash RAM, 19" monitor
8.	1	1	LCI200	Library	Power protection for terminals. Corrects voltage variability. Protects against spikes and line noise.
9.	1	1	HP2055dn	Library	Printer

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**Scope of Services
Exhibit A**

4.12. Reduction/*Relocation of Contractor Owned Hardware – Southern Region: NH Correctional Facility for Women (NHCF-W), Concord, NH

Item #	From Quantity	To Quantity	Part	Description
1.	1	1	Wall Rack	7u Locking doors, dual top fluid bearing fans: Metal mesh for airflow 18" deep.
2.	1	1	Main Computer (Server)	Academy Secure Server 196 point lockdown process, Keylogging WS. Solid State HDD, IPMI 2.0 remote management capability licensing for all terminals.
3.	1	1	UPS	500 V A smart, with line conditioning, USB connection to server and SW. Cleaner power for greater uptime. Fits in cabinet above
4.	1	1	Firewall	Academy's custom programming makes this a strong electronic escape prevention tool. All traffic goes through it.
5.	2	1	ISIS - Term	Academy secured terminal. 45 step modification process, 1.2 Ghz 512i/512mb system/flash RAM, 19" monitor
6.	1	1	LCI200	Power protection for terminals. Corrects voltage variability. Protects against spikes and line noise.
7.	1	1	HP2055dn	Printer

4.12.1. *Relocation from NH State Prison for Women, 317 Mast Road, Goffstown, NH to NH Correctional Facility for Women (NHCF-W), 42 Perimeter Road, Concord, NH.

4.13. Uninstallation/Re-installation of Thin Clients/Network Wiring: The Contractor shall be responsible for the uninstallation and reinstallation of all thin clients and network wiring components that are owned and operated by the Contractor for the delivery of on-line content, at no cost to the NH Department of Corrections.

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- 4.13.1. At the discretion of the NH Department of Corrections, thin clients/networking components per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term. Thin clients/networking components may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 4.14. Maintenance and Setup: Setup and maintenance of the secure stand-alone correctional law library system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required.
 - 4.14.1. Setup and maintenance of Correctional Law Library system, including modem rental and, remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service of entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy's headquarters and overnighed as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.
- 4.15. Equipment Replacement: Equipment replacement as required with new or refurbished equivalents in good working order.
 - 4.15.1. Single point failure components such as pre-configured, secured servers and switches are kept in buffer stock at Academy Computer Services, Inc. headquarters and overnighed as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.

5. General Service Provisions:

- 5.1. Notification: The NH Department of Corrections Director of Education or designee shall contact the Contractor for the coordination of Correctional Law Library Services when needed.
- 5.2. Contractor Tools and Equipment: Contractor must furnish the required tools and equipment inclusive of computer hardware and networking components necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services shall be inventoried before entering and leaving all facilities and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 5.3. Rules and Regulations: The Contractor shall comply with all rules and regulation of the NH Department of Corrections.
- 5.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.
- 5.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal

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Scope of Services
Exhibit A

background check and fingerprinting report(s) from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.

5.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.

5.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 5.5.2., below with the Contractor and/or subcontractor not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Education, or designee, of the NH Department of Corrections;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former Contractor employee that were dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives of currently housed felons may not be permitted to provide services without prior approval by the NH Department of Corrections

5.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

5.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

5.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

5.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.

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Scope of Services
Exhibit A

- 5.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, NH Department of Corrections, Director of Education, or designee, P.O. Box 1806, Concord, NH 03302.
- 5.8. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
- 5.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 5.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 5.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in the Contract and any renewals thereof; and
- 5.8.4. Meeting with representative of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 5.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections, Director of Education, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 5.9.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 5.9.2. Monitoring compliance with the terms of the Contract;
- 5.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 5.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 5.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 5.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion request on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections. It is the intent of the Department to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs to include but not limited to:
- 5.10.1. "Unusual" reports;
- 5.10.2. Monthly usage reports by facility, sub-location and name of the person under the Department's control; and
- 5.10.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Director of Education, or designee, P.O. Box 1806, Concord, NH 03302.
- 5.11. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 5.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 5.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

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- 5.11.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
 - c.) Terminate the contract as otherwise permitted by law.
- 5.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
- 5.11.4. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof.

6. Other Contract Provisions:

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

7. Bankruptcy or Insolvency Proceeding Notification:

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

8. Embodiment of the Contract:

- 8.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 8.1.1. Negotiated document (Contract) and amendments agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 8.2. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements and may require an Amendment to the Contract requiring approval by the Governor and Executive Council.

9. Cancellation of Contract:

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

10. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

11. Information:

- 11.1. In performing its obligations under the Contract, the Contractor may gain access to information of persons under department control, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 11.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract.
- 11.3. In the event of unauthorized use or disclosure of persons under department control's information, the Contractor shall immediately notify the NH Department of Corrections.
- 11.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 11.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

12. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH

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<http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

13. Contractor Personnel:

- 13.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 13.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

14. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

15. Prison Rape Elimination Act (PREA) of 2003:

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

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form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

16. Administrative Rules, Departmental PPD's and Regulatory Compliance:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's), Prison Rape Elimination Act (PREA) of 2003, State RSA's located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm and any Federal regulations.

17. Subcontractors:

If your organization plans to utilize subcontractors for any portion of the services, said subcontractors shall meet all requirements described in this Contract and shall require prior approval by the NH Department of Corrections.

18. Licenses, Permits and/or Certifications:

Contractor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations at the inception of the Contract and for the life of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of Contract.

19. Special Notes:

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 19.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 19.3. Locations/thin clients per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations/thin clients may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 19.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 19.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 19.4.2. Secure the contractor's written agreement to the proposed changes.
- 19.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 19.6. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 19.7. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 19.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.

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Scope of Services
Exhibit A

- 19.9. Contractor shall name the Department of Corrections as additionally insured for the life of the Contract and any renewals thereof.
- 19.10. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of General Liability, Excess Umbrella Liability and Workers' Compensation insurance coverage.
- 19.11. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability and Workers' Compensation insurance coverage.

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**Estimated Budget/Method of Payment
Exhibit B**

Estimated Budget/Method of Payment, Exhibit B

1. Estimated Budget – Total Cost All Facilities: Network Field Support Services

1.1. Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring Fee Schedule – Northern & Southern Region:

Facility	Location	# Thin Clients (terminals)	Monthly Network Field Support Service	Monthly Cost (all inclusive)	Month/SFY	Extended Cost
NCF	Berlin	2	Setup and maintenance of Correctional Law Library system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service or entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servicers and switches are kept in buffer stock at Academy's headquarters and overnighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$570.00	12	\$6,840.00
NHSP-M	Concord	5	Setup and maintenance of Correctional Law Library system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service or entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servicers and switches are kept in buffer stock at Academy's headquarters and overnighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$734.00	12	\$8,808.00
NHCF-W	Concord	1	Setup and maintenance of Correctional Law Library system, including modem rental and remote monitoring of connection, and surveillance of security logs, remote diagnostics of equipment and reboot as necessary, onsite service or entire network as required. Equipment replacement as required with new or refurbished equivalents in good working order. Single point failure components such as pre-configured, secured servicers and switches are kept in buffer stock at Academy's headquarters and overnighted as needed, a technician dispatched to minimize downtime. Customer will self-install simple plug-in replacements supplied by Academy such as mice, keyboards, etc., not necessitating a technician visit.	\$529.00	12	\$6,348.00
Total Estimated Budget:		8		\$1,833.00		\$21,996.00

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- 1.2. For budgeting purposes:
 - 1.2.1. Original Service Period shall be designated as Year 1: (July 1, 2018 – June 30, 2019);
 - 1.2.2. Optional Renewal Periods, if exercised, for Maintenance, Replacement Components, Upgrades, Enhancements and Continuous Monitoring for Year 2: (July 1, 2019 – June 30, 2020) & Year 3: (July 1, 2020 – June 30, 2021).

2. Method of Payment:

- 2.1. Services are to be invoiced within thirty (30) days of the date of service.
- 2.2. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved claims form.
- 2.3. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 2.4. Uninstallation/Re-installation of Thin Clients/Network Wiring: The Contractor shall be responsible for the uninstallation and reinstallation of all thin clients and network wiring components that are owned and operated by the Contractor for the delivery of on-line content, at no cost to the NH Department of Corrections.
- 2.5. Invoices shall contain the following information, but not limited to:
 - 2.5.1. Invoice date and number;
 - 2.5.2. Service period;
 - 2.5.3. Description of services;
 - 2.5.4. Facility served;
 - 2.5.5. Monthly unit cost by facility;
 - 2.5.6. Extended cost by facility; and
 - 2.5.7. Total monthly cost.

3. Appropriation of Funding:

The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State Fiscal Year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

- 3.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 3.2. These requirements as stated in this paragraph shall apply to any amendments, thereof, and/or any option to renew the Contract for additional periods.

The remainder of this page is intentionally blank.

Special Provisions, Exhibit C

1. Special Provisions:

1. Amend section 14, Insurance, by modifying 14.3 of the P-37, by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

The remainder of this page is intentionally blank.

State of New Hampshire

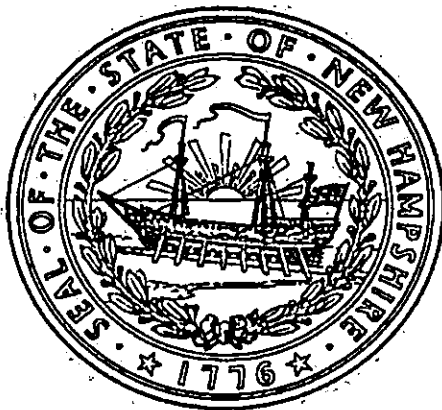
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACADEMY COMPUTER SERVICES INC is a Delaware Profit Corporation registered to transact business in New Hampshire on August 23, 2013. 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: 696567

Certificate Number : 0004128383



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of July A.D. 2018.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	ACADEMY COMPUTER SERVICES INC	Business ID:	696567
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	08/23/2013	Name in State of Incorporation:	ACADEMY COMPUTER SERVICES INC
Date of Formation in Jurisdiction:	08/23/2013		
Principal Office Address:	290 Main Street Suite 4, Stoneham, MA, 02180, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Foreign/Delaware		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	primary@academycomputerservice.com	Phone #:	781-279-4202
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Computer services.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Docusearch, Inc.
Registered Office Address:	63 Pleasant Street, Concord, NH, 03301, USA
Registered Mailing Address:	63 Pleasant Street, Concord, NH, 03301, USA

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Ellen Reilly, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Academy Computer Services, Inc. . I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July
(Month)

2, 2018 at which a quorum of the Directors/shareholders were present and voting.
(Day) *(Year)*

VOTED: That Scott Davis, President (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Academy Computer Services, Inc. with the
(Name of Corporation or LLC)

State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 9/6/18 ATTEST: Ellen Reilly, Secretary
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

TLM
R001DATE (MM/DD/YYYY)
9/6/2018

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 BIN INSURANCE HOLDINGS LLC/PHS 505301 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (AC, No, Ext): (866) 467-8730 FAX (AC, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD NAIC# 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ACADEMY COMPUTER SERVICES 290 MAIN ST STE 4 STONEHAM MA 02180	

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR RYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			46 SBA UN9473	10/27/2018	10/27/2019	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liab	X					MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG	\$4,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS							\$
	NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	\$
	Y/N						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. RE: September 6th, 2018.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Corrections
PO BOX 1806
CONCORD, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2018

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

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

PRODUCER BIN INSURANCE HOLDINGS LLC/PHS 46505301 THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO, TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
INSURED ACADEMY COMPUTER SERVICES 290 MAIN ST STE 4 STONEHAM MA 02180	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hartford Underwriters Insurance Company	
	NAICS# 30104	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		46 WEC AQ3103	10/05/2018	10/05/2019	E.L. EACH ACCIDENT \$100,000
	If yes, describe under	N/A					E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
PO BOX 1806
CONCORD NH 03302-1806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

<u>Scott Davis</u> Name	<u>Scott Davis</u> Signature	<u>September 6, 2018</u> Date
<u>Ellen Reilly</u> Witness Name	<u>Ellen Reilly</u> Signature	<u>9/6/18</u> Date

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

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

Scott Davis
Name

Scott Davis
Signature

September 6, 2018
Date

Ellen Reilly
Witness Name

Ellen Reilly
Signature

9/6/18
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Scott Davis
Name

Scott Davis
Signature

September 6, 2018
Date

Ellen Reilly
Witness Name

Ellen Reilly
Signature

9/6/18
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdcc

Helen E. Hanks
Commissioner

Robin Maddaus
Director

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Scott Davis
(Name of Contract Signatory)

Date: September 6, 2018

Signature: Scott Davis
(Signature of Contract Signatory)



Quotation

Date: September 5, 2018

To: Jennifer Lind

From: Scott Davis

Re: Increase in online charges

Comcast increased its rate \$74/mo. So, the Women's and Concord is increased. Berlin has a connection by Time Warner, so is unaffected.

Location	Address	Current Contract Expiring 6/30/2018		New Contract Commencing 7/1/2018			Monthly Cost
		Current Sub-Location	Current # of Thin Clients	Remove # of Thin Clients	Install # of Thin Clients	Net # of Thin Clients by Facility/Sub- location for new Contract	
NH State Prison for Women	317 Mast Road Goffstown, NH		*2	*2	n/a	n/a	
NH Correctional Facility for Women	42 Perimeter Road Concord, NH 03301		n/a	n/a	1	1	\$529
NH State Prison for Men	281 North Main Street Concord, NH 03301	Library	7	5	n/a	2	See below
NH State Prison for Men	281 North Main Street Concord, NH 03301	Special Housing Unit (SHU)	1	0	n/a	1	See below
NH State Prison for Men	281 North Main Street Concord, NH 03301	Secure Psychiatric Unit (SPU)	1	0	n/a	1	See below
NH State Prison for Men	281 North Main Street Concord, NH 03301	Closed Custody Unit (CCU)	1	0	n/a	1	734
North End House	1 Perimeter Road Concord, NH 03301		1	1	n/a	0	
Northern NH Correctional Facility	138 East Milan Road Berlin, NH 03570	One in library, one in SHU	4	3	n/a	2	570
Total Thin Clients by Column and Total Cost			17	11	1	8	\$1,833.00
*Thin clients already removed from the Old Women's Prison in Goffstown, NH							