

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: October 24, 2019

NOTICE OF CONTRACT

(Revision)

COMMODITY: PAY TELEPHONE, INMATE TELEPHONE AND KIOSK/TABLET SOLUTION SERVICES

CONTRACT NO.: 80002251

NIGP: 915-7700

VENDOR: Global Tel*Link Corporation
12021 Sunset Hills Rd.
Suite 100
Reston, VA 20190

VENDOR # : 171984

CONTACT PERSON(S): Jim Bradley
Tel. No.: 814-330-3809
E-Mail: JBradley@gtl.net

EFFECTIVE FROM: November 1, 2017 through October 31, 2022

PRODUCTS & PRICING:

CONTRACT PRICE

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

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

PRICING STRUCTURE

INMATE & PAY PHONES

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

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

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

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

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

Pay Telephones Only:

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

Maximum rate to establish a person to person call.

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

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

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

6. Payments shall be made to the State based on service month, starting on the 1st of the month, ending on the last day of each month (i.e. April 1 through April 30 , May 1 through May 31, June 1 through June 30 , etc.) per the following schedule. If the given dates do not fall on the Contractor monthly cycle date, the Contractor shall provide prorated payment based upon the number of days of service in the given month (i.e. for the

month of August in the first year of contract with 8 days of service provided, payment would be $8/31 \times \$30,000 = \$7,741.94$) at the beginning and end months of the Contract.

Service Dates	Payment Due Date
November 1 through November 30	December 31
December 1 through December 31	January 31
January 1 through January 31	February 28
February 1 through February 28	March 31
March 1 through March 31	April 30
April 1 through April 30	May 31
May 1 through May 31	June 30
June 1 through June 30	July 31
July 1 through July 31	August 31
August 1 through August 31	September 30
September 1 through September 30	October 31
October 1 through October 31	November30

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

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

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

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

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

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

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

9. The State shall not be responsible for Contractor travel expenses inclusive of, but not limited to, airfare, hotel, meals, rentals, automobile mileage or out of pocket expenses.

10. Visitor intercom phones as defined in paragraph 1.2.20 Visitor Intercom Phones shall be provided at no cost. Usage charges shall not apply.

11. All items covered under this Contract shall be delivered as the responsibility of the

Contractor and at no direct cost to the State.

INMATE TELEPHONE COLLECT CALL SERVICES

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

INMATE TELEPHONE DEBIT AND PREPAID CALL SERVICES

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

PAY TELEPHONE CALL SERVICES

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

PAYMENT SERVICES

1. Remittance. For all deposit and payment services designated in this Schedule, Contractor agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate State accounts in the designated system. Contractor will initiate an Automated Clearing House (“ACH”) credit to State’s designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Contractor. The sender’s destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Contractor.
2. Compliance with Applicable Law. Contractor is a licensed “money transmitter” under applicable state laws. State will reasonably cooperate with Contractor to ensure that Contractor complies with all state laws and regulations applicable to “money transmitters” (the “Money Transmitter Laws”). If State is unable or unwilling to comply with the requirements of Contractor that allow Contractor to be in compliance with the Money Transmitter Laws, Contractor may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
3. Systems Interface. Contractor and State will establish a systems interface that allows for processing of payments directly between the proprietary systems of State and Contractor. State and Contractor shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
4. Payment Types and Business Rules. State will provide Contractor with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Contractor will use its default parameters unless State specifies unique requirements.

Inmate Service Fees

Services		Inmate Fee	Commission Paid to the State
Commissary/Canteen Order (each)		\$0.00	
Movie (each)		\$4.99	
Games (each)		\$0.00	
MP__ Song (each)		\$2.00	\$0.19
Books (each)		\$3.50	\$0.20
Email Message (each)		\$0.40	\$0.05
E-Cards (each)		\$2.00	\$0.05
Video Message (recorded) (each)		\$1.00	\$0.10
Video Visit (live)	20 min	\$6.00	
Inmate Request/Grievance (each)		\$0.00	
Informational Svc (each)		\$0.00	
Banking Deposit(Public)			
- Debit/Credit		\$7.00	
Banking Deposit & Restitution/Fine Payment (Online)			
- to \$20.00		\$3.00	
- \$20 to \$100		\$6.00	
- \$100 to \$200		\$8.00	
- \$200 to \$300		\$10.00	
Banking Deposit(Visiting Room)			
- to \$5000		\$9.00	
Restitution/Fine Payment(Online)		\$3.00	

Pre-Paid Exit Card
Education Services
High School Equivalency
Vocational Offering
Hardware*
Type (include MB Capacity) -
Audio Device: 32MB (each)
Tablet 8" 32GB (1)

\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$74.99	
\$149.00	

Additional Fees when Applicable

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

No Cost Deposit Options

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

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

Convenience Deposit Fees

Account Deposit Fees

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

Federal, State and Cost Recovery Fees

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

**Federal, State and Cost Recovery Fees –
Only When Customers Choose Paper Invoice**

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

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

b. Thirty-Day Subscriptions:

- i. Streaming Music: \$8.99, and an additional \$16 service infrastructure charge (\$24.99)
- ii. TV Audio: \$1.99, and an additional \$5 service infrastructure charge (\$6.99)
- iii. Podcasts: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)

c. Fourteen-Day Subscriptions:

- i. Streaming Music: \$5.99, and an additional \$9.00 service infrastructure charge (\$14.99)
- ii. TV Audio: \$.099, and an additional \$3.50 service infrastructure charge (\$4.49)
- iii. Podcasts: \$2.49, and an additional \$4.00 infrastructure charge (\$6.49)

d. Seven-Day Subscriptions:

- i. Streaming Music: \$2.99, and an additional \$5.00 service infrastructure charge (\$7.99)

- ii. TV Audio: \$0.49, and an additional \$2.50 service infrastructure charge (\$2.99)
 - iii. Podcasts: \$1.99, and an additional \$3.00 infrastructure charge (\$4.99)
- e. Thirty-Day Rental:
- i. Audio Books (per Audio Book): \$9.99, and an additional \$10 service infrastructure charge (\$19.99)
- f. Replacement Headphones or Earbuds: \$5.99.
- g. Replacement chargers (where available): \$7.99.
- h. **AdvancePay One Call Program**
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| AdvancePay One Call Transaction Fee | Per Call | \$9.99 |
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QUESTIONS:

Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@das.NH.Gov