Date: ___________________                              Company Name: ______________________________________
Address:________________________________________________
________________________________________________

To: Point of Contact:  Loretta Razin
Telephone: (603)-271-0579
Fax: (603) 271-7564
Email: prchweb@nh.gov

Proposal Invitation Name: PAY TELEPHONE, INMATE TELEPHONE AND INMATE KIOSK/TABLET SOLUTION SERVICES
RFP Number: BID 1900-17
RFP Posted Date (on or by): March 24, 2017
RFP Due Date and Time:  April 21, 2017 @ 1:30 PM (EST)

Dear Loretta Razin:

[Insert name of signor]_____________________________, on behalf of _____________________________ [insert name of entity submitting Proposal (collectively referred to as “Vendor”) hereby submits an offer as contained in the written Proposal submitted herewith (“Proposal”) to the State of New Hampshire in response to PROPOSAL 1900-17 for Pay Telephone and Inmate Commissary Ordering, Telephone, Accounting System, Video Visitation and Technology Solution Services Contract(s) at the price(s) quoted herein in complete accordance with the Proposal.

_________________________is authorized to legally obligate ______________________________________
Print Signor Name           Print Company Name

Vendor attests to the fact that:
1. The Vendor has reviewed and agreed to be bound by the terms of the Request for Proposal.
2. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
3. The Proposal is effective for a period of 180 days from the Opening date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this Request for Proposal.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (a principal officer refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified proposalding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a proposal, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor’s Signature ______________________________  Authorized Signor’s Title _______________________

NOTARY PUBLIC/JUSTICE OF THE PEACE
COUNTY: ___________________________ STATE: ______________  ZIP: _________________

On the _____ day of _______________, 2017, personally appeared before me, the above named ______________________, in his/her capacity as authorized representative of _____________________________, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal. _________________________________________________________ (Notary Public/Justice of the Peace)

My commission expires: ___________________________________________ (Date)

Form P37-B
REQUEST FOR PROPOSAL FOR A CONTRACT TO PROVIDE PAY TELEPHONE, INMATE TELEPHONE AND INMATE KIOSK/TABLET SOLUTION SERVICES FOR THE STATE OF NEW HAMPSHIRE

GLOSSARY OF TERMS

Terms used in this document are defined as follows:

Acceptance
The time at which services have been certified by the Vendor and State as meeting all operational requirements and the Vendor's work has been 100% completed in a satisfactory manner.

Business Day
Any calendar day (24 hours) is considered a business day.

Call in Progress
Call not completed but currently with an established connection.

Call Progress
Dialing and initiation of call to establish connection.

Common Carrier
A supplier of facilities used to provide transmission of voice and data from one point to another over a telecommunications network.

Contract
Final agreement signed by the Vendor and State, inclusive of all terms and conditions of the resulting agreement.

Contractor Employee
Any individual employed by or subcontracted to a Contractor providing services to the State.

Cutover
The transfer of services from existing Vendor services to new Vendor services and/or the introduction and initiation of services to any office.

Department
Department of Administrative Services

FCC
Federal Communications Commission

ICP
Inmate Call Processor system which administers the inmate phone stations.

Inter-LATA
Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.

Intra-LATA
Calls made within the same LATA. For the purposes of this Bid, Intra-LATA shall include the 603 area code and all geographical areas of New Hampshire.

LATA
Local Access and Transport Area; geographic boundary between local exchange and inter-exchange carriers.

LEC
Local Exchange Carrier

Local Exchanges
The telephone number exchanges that may be called (telephoned) through a LEC Central Office without incurring toll charges.

MAC
Moves, Addition of telephones, or Change (relocation) of telephone services.

NPA
Numbering Plan Area (Area Code)

NXX
The first three digits of a North American telephone number.

PIC
Primary Inter-exchange Carrier.

PIN
Personal Identification Number

Response
Vendor’s response to this Bid Request.

PUC
State of New Hampshire Public Utilities Commission

Repairs
Services initiated through trouble reports to Vendors and resulting corrections.

Replacement Services
Services replacing incumbent contactor services.

Offer
A Vendor's offer, submitted in response to a Bid.

State
The State of New Hampshire

Telephone Bank
Any grouping of two or more telephones within a single room or area of any location.

Vendor or Contractor
Any entity submitting an offer in response to this Bid.
SECTION 1 - OVERVIEW AND SCHEDULE

PURPOSE:
The purpose of this RFP invitation is to establish a contract with a prime vendor to provide Pay Telephones at various locations throughout the state, and Inmate Phones and additional inmate services provided by a Kiosk and/or Tablet solution at all State of New Hampshire Department of Corrections locations as indicated in the SCOPE OF SERVICES and PRICING sections of this RFP invitation, in accordance with the requirements of this RFP invitation and any resulting contract.

Payphones: The State of New Hampshire has multiple locations across the state which require pay phone services for use by citizens and visitors, including state parks, toll plazas, park and ride locations, court facilities, and other public locations. The current estimated number of pay telephones is 120. Vendor will be required to supply and maintain stand-alone pay telephones at all locations, as well as provide a rebate to the State in the amount of 20% of per call earnings. (See also: 1.3 Payphones and Attachment A - Pay Telephone Locations for a list of all locations.)

Department of Corrections (DOC) provides services to inmates located within its institutions/facilities/district offices across the state. Most of these services are requested by the inmates through DOC staff, requiring a significant staff time investment to complete manual transactions. Permitting inmates to obtain these services electronically in a secure correctional environment with little staff assistance shall greatly improve the efficiency of both correctional and free-staff, allowing for more efficient operation. (See Section 2.1.1 for a complete list of DOC facilities.)

Vendor will supply and maintain all equipment and services provided to approximately 2500 inmates by DOC, through the use of technology kiosks and/or tablets. There shall be one full time vendor employee at two locations to provide technical assistance and training during the term of the contract. All services and technology shall be provided to DOC at no cost to the State. Services shall include inmate phone/calling services (estimated at 1.5M calls annually), and offerings such as music, book, and movie downloads, banking and commissary services, email, and video visitation services. Vendor will be required to provide a rebate/commission back to the State for specific services, as well as a monthly lump sum rebate. See Section 2 - Proposed Scope of Work, and Offer Section Pricing, Inmate Telephone Response Tables (Pages 54-58) and Vendor Service Cost Proposal (Page 59) for additional details.

CONTRACT TERM:
The term of the Contract shall be from June 7, 2017 or upon approval of the Governor and Executive Council, whichever is later, through June 6, 2022, a period of approximately five (5) years.

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a “no later than” date.

<table>
<thead>
<tr>
<th>Event #</th>
<th>Description of Event</th>
<th>Date of Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notification and Issuance of RFP</td>
<td>3/24/2017</td>
</tr>
<tr>
<td>2</td>
<td>Site Visitation and requirements (Page 44 Section E)</td>
<td>3/29/2017</td>
</tr>
<tr>
<td>3</td>
<td>Deadline for Proposer Questions</td>
<td>4/7/2017</td>
</tr>
<tr>
<td>4</td>
<td>Response to proposer Questions</td>
<td>4/14/2014</td>
</tr>
<tr>
<td>5</td>
<td>Proposal Deadline</td>
<td>4/21/2017</td>
</tr>
<tr>
<td>6</td>
<td>Contract Finalization</td>
<td>5/5/2017</td>
</tr>
<tr>
<td>7</td>
<td>Anticipated Approval by the Governor and Executive Council</td>
<td>6/7/2017</td>
</tr>
<tr>
<td>8</td>
<td>Completion of Installation and Fully Functional</td>
<td>9/7/2017</td>
</tr>
</tbody>
</table>
Vendors are strongly encouraged to attend the site visitation on March 29, 2017. See Page 44, Section E for details.

Questions must be received no later than April 7, 2017, as specified on Page 43, Section 3, Item B: Proposal Inquiries/Questions.

Proposals must be received no later than April 21, 2016 at 1:30 PM as specified on Page 43 Section 3 - Terms of Submission for further instruction.

INSTRUCTIONS TO VENDORS:
Read the entire proposal invitation prior to filling it out. In the preparation of your proposal response you shall:

- Complete the pricing information in the “Offer” section
- Submit all requested information within your response
- Complete the “Vendor(s) Contact Information” section
- Complete the company information on the front page, and sign the proposal in the space provided on that page. The signature page must be notarized to be an official submission.

SECTION 2 - PROPOSED SCOPE OF WORK

Vendor shall provide pay telephone and inmate telephones in addition to a kiosk/tablet solution for the services listed for the State of New Hampshire.

BACKGROUND:
The NH Department of Corrections in 2013 started reviewing the expansion of digital media services and other related services provided to people under departmental custody and/or supervision through a published request for information. In receiving responses, we learned that we can more efficiently provide access to items like payment services, staff communications, video visitation, educational resources, canteen purchasing and other service through digital formats rather than through traditional practices by contracting with a Vendor who provides these services.

TECHNICAL REQUIREMENTS:
Include verification of Vendor ability to meet each of the following requirements. A checklist is provided to assist both the State and Vendor in future consideration of award.

Vendor Company and Staff Qualifications (Experience)
Vendor qualifications are important factors in demonstrating appropriate experience to facilitate the services award associated with this RFP including accompanying implementation plans and follow up support services necessary to ensure proper delivery of services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

1. Corporate qualifications of the Vendor (or subcontractors) proposed to deliver the products requested
2. Proposed team organization and designation of key staff in order to demonstrate that administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives;
3. Individual qualifications of candidates for the roles requested in the RFP; and
4. Individual qualifications of candidates for other key staff roles within the organization.

Prior Project Descriptions (As indicated in Section 4)
Vendors will be asked to provide descriptions of no more than three (3) similar projects completed in the last five (5) years. Each project description should include the following and further clarified on Page 45, Section 4, Item C:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including meeting the implementation schedule, services offered by type and cost to inmates, proposed project schedule and actual project schedule;

Litigation
Vendors will be also asked to identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

**Subcontractors (Solution)**

a) Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the State.

b) If subcontractors are to be used, the Contractor must clearly explain their participation.

c) If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

d) The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.

e) Subcontractors must abide by all terms and conditions under this Contract.

**ADDITIONAL REQUIREMENTS**

a. The State requires ten (10) days advance knowledge of work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

c. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

d. The Vendor or their personnel shall not represent themselves as employees or agents of the State.

e. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

f. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

g. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

h. All offers shall remain valid for a period of one hundred eighty (180) days from the RFP due date. A vendor's disclosure or distribution of an RFP other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

i. RFP prices must be in US dollars and must include delivery and all other costs required by this RFP invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
Per Administrative Rule 606.01(e) “if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor”.

**SCOPE OF SERVICES**
The purpose of this proposal is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein, including telephones, switching equipment, administrative PCs, hardware, software, telephony facilities for local, intra-LATA and inter-LATA service, maintenance and end user support. Inmate telephone services shall include Department of Corrections' facilities and State Prisons. Pay telephone services shall incorporate all State locations either owned or leased by the State as described in Attachment A. Services shall be consistent with all specifications set forth in this Bid. Vendor shall coordinate all activities with existing State contractor in order to maintain a smooth transition of uninterrupted service.

The Request For Proposal (RFP) must include minimum requirements that the successful vendor must meet for the awarding of a contract pursuant to the provisions as described herewith in. A contract may not be awarded to a vendor who does not comply with the requirements set forth in the RFP. All successful vendors must meet the requirements.

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

1.1 **Common Requirements**

1.1.1 **Scope**
   The Vendor shall provide complete “turnkey” services, requiring no items ordered or provided by the State. The Vendor shall obtain all Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet contract requirements. The Vendor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for Primary Inter-Exchange Carrier (PIC) changes shall be invoiced to and paid directly by the Vendor. The State shall not be responsible for any additional costs related to services. The State shall not provide labor, equipment or facilities to implement and maintain services. The total quantity of services shall vary. No guarantee of service quantity is given or implied.

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

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

1.1.4 **Interface Cable, Jacks and Administrative/Investigative PCs**
   All cable, wire, patch panels, jacks, interface blocks, wire management facilities and Administrative/Investigative PCs shall remain as property of the State at the termination of the contract.

1.1.5 **Subcontractor Equipment**
   The Vendor must provide documentation on equipment ownership if equipment is owned by other than the primary Vendor (subcontractor) and the terms of the use (if not owned by the Vendor) of such equipment.
1.1.6 **Removal of Equipment**
The State shall bear no costs for the removal and transfer of services from incumbent contractor to
the new Vendor selected as a result of this bid. Vendor shall not be reimbursed for the removal or
relocation of any Vendor- (or subcontractor-) owned equipment throughout the duration of any
resulting contract, including the removal of equipment at time of contract termination. Vendor
shall make arrangements for removal of existing systems at each facility, with smooth cutover to
new services without interruption of service. The Vendor must coordinate all circuit orders with the
LEC and IEC. Timelines shall be coordinated with the person(s) designated by the State.

1.1.7 **Equipment Installation**
All wiring and connections to the Vendor equipment shall be made using Vendor-supplied cable
and facilities. The Vendor shall provide all materials required to install receptacles and wiring.
Existing cable, owned by the State and previously installed for inmate phones, with idle pairs may
be used where available, but installation shall not interrupt or place in jeopardy any existing
services or equipment. All equipment installed by the Vendor must be new equipment. The
incumbent contractor shall remove all existing equipment and replace it with new equipment if
awarded a subsequent contract due to this bid. All telephones, switches and equipment shall be
removed and replaced with new equipment to comply with this requirement.

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

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

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

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

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

1.1.12 **Service Availability**
Service shall be available 24 hours per day, 7 days per week. Services shall encompass all facilities
and equipment necessary to implement required operations including local, inter-LATA and intra-
LATA transport. The Vendor shall coordinate all activities with existing Vendor(s) in order to maintain
a smooth transition of uninterrupted service.
1.1.13 **System Failures**
The Vendor shall accept trouble reports from State contacts and telephone service users regarding the improper operation of telephones, failure of call completion or feature operations.

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

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

1.1.16 **Call Quality**
The Vendor shall ensure a high quality of calling services, correcting noisy call problems and minimizing deficient call completion issues.

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

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

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

1.1.20 **Call Completion**
The Vendor shall be responsible to ensure proper call completion and provide the State with accurate, real time traffic statistics, maintenance and operational reports upon request (i.e. “On Demand”, daily, weekly, monthly, etc…).

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

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

1.1.23 **Commission and Usage Management Reports**
Service cost and usage reports must be provided by e-mail or directly downloadable from Vendor’s website. Report files must be compatible with MS Access and Excel programs. (Inclusive of comma delineated, csv, pipe delineated or similar file formats).
Pay telephone reports shall:
• Identify revenue and commission paid itemized by call originating telephone, location and number;
• Identify revenue and commission itemized by coin, collect/3rd party, and dial-around;
• Identify revenue and commission itemized by local, intra-LATA and inter-LATA calls.

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

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

Reports for pay telephones within State park locations shall be forwarded to the Department of Resources and Economic Development (DRED) monthly to PO Box 1856 Concord NH 03301-1856.

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

Printed reports shall accompany mailed commission payment to each of the three (3) Agencies. Addresses shall be provided upon award of contract.

1.1.24 Reporting Requirements
Reports shall be due on the 10th of each month following the service month in addition to the daily reports received by the Department of Corrections (DOC). All such reports shall be available online via a secure internet web site, available to any State authorized individual at any time. Up to ten (10) State users shall be allowed simultaneous access, secured through password protection. Reports shall include all items and details as noted in Attachment D Sample Vendor Reports for Telephone Usage.

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

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

1.1.27 Installation Report
On or before September 7, 2017, Vendor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service. The following additional items must be provided:

• Certification of completion indicating that all services and products are operational, complete and fully tested per contract requirements.
• Front view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
• Side view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
• Cable layout including all blocks (66,110 or other) and interfaces.
• Network Hub Layout
• MDF Termination Detail
• Block layout identifiers

1.1.28 Repair and Monitoring Practices
All equipment provided shall be the responsibility of the Vendor. Vendor shall provide and maintain all equipment at locations specified within this document. It is the responsibility of the Vendor to furnish all items required to ensure operation, including racks, cable, power distribution, telephones and electronic switching. The Vendor shall provide spares, trained personnel and software to support the equipment at the Vendor’s cost throughout the duration of the contract.

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

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

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

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

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

1.1.34 Contacts
The Vendor, within five (5) business days after contract award, shall notify the Department of Administrative Services, Division of Procurement and Support Services, in writing, of the names, addresses and telephone numbers of the principal contact(s) for:
• Trouble-shooting and routine repairs;
• Major outage/trouble reports;
• Escalation procedures;
• State payments and accounting records;
• Terms and conditions.
The Vendor shall provide written notice to the DOC of any changes of contact personnel and/or telephone numbers.

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

1.1.36 **Confidential Information**
The Vendor shall agree that all discussions or information gained during communications shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the State.

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

The current system has physical phones at the following locations:

**New Hampshire State Prison for Men (Concord)**
- R&D- 7 phones: 1 on 1 East, 1 on 2 East, 1 on 3 East, 1 on 1 West, 1 on 2 West, 1 on 3 West, 1 in Intake.
- R&D Dorms - 6 phones: 2 on A Dorm, 2 on B Dorm and 2 on C Dorm.
- H-Bldg - 18 phones: 3 on A Pod, 3 on B Pod, 3 on C Pod, 3 on D Pod, 3 on E Pod and 3 on F Pod.
- CCU - 6 phones: 2 on A Pod, 2 on B Pod and 2 on C Pod.
- MCN - 13 phones: 7 on Ground Level, 2 on Level 1, 2 on Level 2 and 2 on Level 3.
- MCS - 15 phones: 9 on Ground Level, 2 on Level 1, 2 on Level 2 and 2 on Level 3.
- SHU - 11 phones: 1 on A Tier, 1 on B Tier, 1 on C Tier, 1 on D Tier, 1 on E Tier, 1 on F Tier, 1 on G Tier, 1 on H Tier, 1 on I Tier, 1 on K Tier and 1 on N Tier.
- SPU - 8 phones: 2 on Res. Treatment, 1 on D Ward, 1 on E Ward, 2 on F Ward, 1 on G Ward and 1 on H Ward.
- MSU - 6 phones: 3 on North Dorm and 3 on South Dorm.
- HSC - 1 phone.
- Visiting Area - 4 phones

**Northern New Hampshire Correctional Facility (Berlin)**
- Main Cells - 48 phones: 6 on A Tier, 6 on B Tier, 6 on C Tier, 6 on D Tier, 6 on E Tier, 6 on F Tier, 6 on G Tier and 6 on H Tier.
- CCU - 4 phones
- HSC - 1 phone
- Intake - 1 phone

**New Hampshire Correctional Facility for Women (Goffstown)**
- Main Cell Area - 10 phones: 3 on A Tier, 3 on B Tier, 2 on C Tier and 2 on D Tier.
<table>
<thead>
<tr>
<th>Facility</th>
<th>Phone Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dorm</td>
<td>3 phones</td>
</tr>
<tr>
<td>Multi Room</td>
<td>3 phones</td>
</tr>
<tr>
<td>Intake</td>
<td>1 phone</td>
</tr>
<tr>
<td><strong>Shea Farm (Concord)</strong></td>
<td></td>
</tr>
<tr>
<td>Dorm</td>
<td>2 phones</td>
</tr>
<tr>
<td><strong>Calumet House (Manchester)</strong></td>
<td></td>
</tr>
<tr>
<td>Basement</td>
<td>2 phones</td>
</tr>
</tbody>
</table>

***Current facility is in Goffstown NH (as noted above). The following is the design for the New Women’s Correctional Facility that shall be located in Concord. This facility is anticipated to open in Fall of 2017. ***
<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
<th>room #</th>
<th>location name</th>
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<th>substrate</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>video visitation unit for inmate use</td>
<td>C3.125</td>
<td>C3 Interview Room</td>
<td>west wall</td>
<td>masonry</td>
</tr>
<tr>
<td>2</td>
<td>video visitation unit for inmate use</td>
<td>C3.123</td>
<td>C3 Dayroom</td>
<td>east wall</td>
<td>masonry</td>
</tr>
<tr>
<td>2</td>
<td>video visitation unit for inmate use</td>
<td>WE 123</td>
<td>WE Dayroom</td>
<td>west wall</td>
<td>masonry</td>
</tr>
<tr>
<td>2</td>
<td>video visitation unit for inmate use</td>
<td>WE 125</td>
<td>WE Interview Room</td>
<td>east wall</td>
<td>masonry</td>
</tr>
<tr>
<td>1</td>
<td>video visitation unit for inmate use</td>
<td>HLI45</td>
<td>Inpatient Dayroom</td>
<td>east wall</td>
<td>masonry</td>
</tr>
<tr>
<td>1</td>
<td>video visitation unit for inmate use</td>
<td>SH131</td>
<td>SH Main Dayroom</td>
<td>south wall</td>
<td>masonry</td>
</tr>
<tr>
<td>1</td>
<td>video visitation unit for inmate use</td>
<td>SH115</td>
<td>C4 Dayroom</td>
<td>east wall</td>
<td>masonry</td>
</tr>
<tr>
<td>1</td>
<td>video visitation unit for inmate use</td>
<td>SH117</td>
<td>Reception Dayroom</td>
<td>east wall</td>
<td>masonry</td>
</tr>
<tr>
<td>2</td>
<td>video visitation unit for inmate use</td>
<td>C2.104</td>
<td>C2 Interview</td>
<td>west wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td>1</td>
<td>video visitation unit for inmate use</td>
<td>C2.156</td>
<td>C2 Dayroom</td>
<td>north wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td>2</td>
<td>video visitation unit for public use</td>
<td>AD110</td>
<td>Video Visitation</td>
<td>east wall</td>
<td>masonry</td>
</tr>
<tr>
<td></td>
<td><strong>18</strong> TOTAL VIDEO VISITATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Electronic Kiosk for info/com orders</td>
<td>AD102</td>
<td>Lobby</td>
<td>west wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td>1</td>
<td>Electronic Kiosk for info/com orders</td>
<td>C2.156</td>
<td>C2 Dayroom</td>
<td>north wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td>1</td>
<td>Electronic Kiosk for info/com orders</td>
<td>C3.123</td>
<td>C3 Dayroom</td>
<td>south wall</td>
<td>masonry</td>
</tr>
<tr>
<td>1</td>
<td>Electronic Kiosk for info/com orders</td>
<td>WE 123</td>
<td>WE Dayroom</td>
<td>south wall</td>
<td>masonry</td>
</tr>
<tr>
<td></td>
<td><strong>4</strong> TOTAL INFO/COM KIOSKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Inmate Phone</td>
<td>C2.115</td>
<td>C2 Dayroom (south)</td>
<td>west wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td>2</td>
<td>Inmate Phone</td>
<td>C2.144</td>
<td>C2 Dayroom (north)</td>
<td>west wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td>4</td>
<td>Inmate Phone</td>
<td>C3.123</td>
<td>C3 Dayroom</td>
<td>steel post</td>
<td>detail A14/A533</td>
</tr>
<tr>
<td>4</td>
<td>Inmate Phone</td>
<td>WE 123</td>
<td>WE Dayroom</td>
<td>steel post</td>
<td>detail A14/A533</td>
</tr>
<tr>
<td>1</td>
<td>Inmate Phone</td>
<td>SH115</td>
<td>C4 Dayroom</td>
<td>steel post</td>
<td>detail A14/A533</td>
</tr>
<tr>
<td>1</td>
<td>Inmate Phone</td>
<td>SH117</td>
<td>Reception Dayroom</td>
<td>steel post</td>
<td>detail A14/A533</td>
</tr>
<tr>
<td>1</td>
<td>Inmate Phone</td>
<td>SH132</td>
<td>C5 Dayroom</td>
<td>steel post</td>
<td>detail A14/A533</td>
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<tr>
<td>2</td>
<td>Inmate Phone</td>
<td>SH130</td>
<td>SH Dayroom</td>
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<td>1</td>
<td>Inmate Phone</td>
<td>HL145</td>
<td>Inpatient Dayroom</td>
<td>west wall</td>
<td>drywall/mtl stds</td>
</tr>
<tr>
<td></td>
<td><strong>18</strong> TOTAL INMATE PHONES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1.2.1 Administrative / Investigative PCs

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

### 1.2.2 Compact Design

The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. The Vendor must submit a scale drawing of the required installed space.
Vendor may offer service via a virtual environment, where limited switching or processing equipment is located at State sites or necessary to deploy product. Vendor must define the equipment within its response.

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

1.2.4 **Telephones**
Each telephone station shall be self-contained, utilizing telephone cabling for all connectivity, unless Vendor is submitting a solution that is virtual. Switching and switching equipment may be virtual, but the phones must be deployed as actual hardware. Cable shall be protected by encasement in metal conduit. Installations may use existing conduit utilized by the present Vendor when available.

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

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

1.2.5 **Postings**
Basic telephone operation instructions shall be posted within 12” of each phone. Posting shall be in English, Spanish and French. Sample posting is provided in Attachment B. If the solution uses a tablet, the instructions must be provided on the tablet for the inmate to review.

1.2.6 **System Functional Requirements**

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

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

1.2.6.3 **Fraud Control**
The ICP shall include the following fraud control features:
1.2.6.3.1 **Two factor Authentication**

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

1.2.6.3.2 **Switch-hook Detection**

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

1.2.6.3.3 **Third Party Conference Call Detection**

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

1.2.6.3.4 **Voice Overlay Recording**

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

1.2.6.3.5 **Incoming Call Block**

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

1.2.6.3.6 **Sound Path Blocking**

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

1.2.6.3.7 **Call Blocking**

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

Calls shall be restricted to collect calls only and DOC approved reporting numbers which shall be provided by DOC. Inmates shall be prohibited from dialing: 900, 911, 411, 555-1212, 0-, 00-, 700, 976, 900, 888, 800, 10XXX, 950, in order to ensure that there is no possibility of inmate live operator access. In addition, the system shall be equipped with virtually unlimited capacity for individual blocked numbers which can be added on-site via one of the administrative terminals.

Calling card services shall not be allowed.

1.2.6.4 **Call Duration**

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

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

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

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

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

1.2.6.9 Station Disconnect
The system shall be provided with two (2) methods to quickly shut down all telephones during an emergency. The facility shall be equipped with manual hand operated cutoff switches and software controlled disconnect. The manual switches shall override any electronic or preprogrammed on-off parameters. Switches shall be installed in a controlled area (Presumably the Control Room if not currently installed and available.). An officer from The State of New Hampshire Department of Corrections shall be enabled to shut off individual phones, all phones in a POD or all phones at the facility with mechanical switch(s). Software controlled switching shall be accessible from Administrative/Investigative PCs. If the proposed product does not allow for hard cable disconnect, it must allow for software access disconnect in the same manner as described above.

1.2.6.10 Pulse Dial/DTMF Call Acceptance
The system shall offer both rotary and touch tone call acceptance. Voice recognition alone is not an acceptable alternative, but may be used in conjunction with the vendor services.

1.2.6.11 Call Sequence
This section defines the sequence of events for an inmate call.
- Caller lifts handset.
- Caller receives a repeated message to choose between English, Spanish or French, each in the appropriate language.
- Caller receives repeated message to enter a Personal Identification Number (PIN).
- Caller enters PIN number.
- Caller receives repeated message to indicate that number entered was number desired.
- Caller presses a DTMF key to continue the call, or a different key allowing the caller to re-dial the number.
- Caller receives message to state his/her name.
- Caller states his/her name.
- Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone shall be disconnected.
- Inmate dials number.
- Receiving party telephone rings.
- Receiving party answers call.
• Receiving party hears a message in English, Spanish and French indicating that this is a call from a correctional institution located in Berlin, New Hampshire (or other proper prison location) and, plays the voice recorded name of the inmate, and provides information on how to accept or reject the caller. The calling party is not cut through until the call is accepted. The caller only hears a repeated message that his/her call is being processed. The system shall allow the called party to interrupt the receiving party message at any time once the instruction is recognized by accepting or rejecting the call. Rejected calls shall not be billed by the Vendor.

• Inmate receives message that his/her call is either connected and hears the called party or that his/her call is rejected, in which case the call is immediately terminated. Both parties hear a message that the conversation is subject to monitoring and being recorded. All messages up to this point shall be repeated twice prior to hang-up.

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

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

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

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

1.2.8 Automatic Trunk Disable
The Vendor shall utilize automatic trunk and channel disable for failed trunks and transmission channels. A failed trunk shall not inhibit the use of any telephone.

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

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

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

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

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

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

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

a. Access to any call record and voice call recording of inmate telephone services at any location;
b. Access to call record database files on a call by call basis;
c. Access to call record database files on a per inmate basis (PIN number look-up);
d. Access to all inmate data including name, allowed numbers and disallowed numbers;
e. Real time system monitoring of voice conversations and call records. Call records may be available only after the completion of calls.
f. Ability to record calls conversations in an audio format that can be played on common commercial music players.
g. Secure access through multiple passwords with a lock-out feature restricting access;
h. Management of inmate PIN codes and allowed called numbers; inmates shall have a set selection of called numbers as allowed by the DOC and system programming;
i. Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone;
j. Viewing and printing of call detail records;
k. Real time update of call block and acceptance lists;
l. Real time ability to disable and enable phone operation on an all phone or per phone basis;
m. Ability to automatically scan recorded calls for key words and phrases and have the administrative terminal receive a prompt for the call to be reviewed based upon the detection of those words and phrases in a conversation;
n. Data entry and retrieval of records in ASCII and MS Excel/Access compatible file formats;
o. Silent monitoring and recording of each call, with a time and date stamp at the point of recording. Recording shall begin with the detection of an off-hook condition by the called party.

p. Recorded calls must be easily retrievable and achievable on audio compact disks; drop box for use of flash drive.

q. Monitoring provided on a per call, dialed number, all trunk, scanned trunk or on demand basis; monitoring may be done on either live or previously recorded calls.

r. Investigator notification via out-dial pager number or telephone number for watched call dialing (inmate dialing of defined telephone number or dialing by inmate per PIN).

s. Continuous recording of all telephone calls. The vendor shall provide a sufficient number of CD's, DVD's or USB Flash drives to allow recording of voice calls over a period of 30 days at each Administrative/Investigative PC site location. Media shall become the property of the Department of Corrections once recorded. Calls may be provided to outside law enforcement agencies via media or internet.

1.2.10.4 **Administrative/Investigational PC Training**

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

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

1.2.11 **On-Site Personnel**

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

1.2.12 **Department of Corrections Personnel Training**

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

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

The Vendor shall provide a plan and set of instructional materials to train inmates on the use of the services. Additional training shall be available on an as needed basis to allow training of additional State staff at any time during the contract.
1.2.13 **Inmate Training and Complaints**
The Vendor shall provide instructional materials, training plan and support for new inmates on the use of services. The Vendor shall accept and address complaints from inmates who have attempted to use services and telephones and failed to be able complete calls due to any issue. The Vendor shall utilize complaint forms (hard copy and/or through kiosk/tablet) similar to the sample presented in Attachment B Sample Inmate Telephone Trouble Report.

1.2.14 **Acceptance Testing**
Acceptance testing shall be performed by the Vendor in the presence of the Department of Corrections personnel and/or their designated representative(s). Any failed service or service feature shall be corrected within the timeframes stipulated in paragraph 3.1.29 Repair and Monitoring Practices. In all cases, equipment shall be complete and fully functional on the date indicated in the Schedule of Events below and as referenced in Section 2.2.17.

1.2.15 **On-Site Inspections**
The Vendor shall conduct site visits once per week to perform system inspections and make all repairs as necessary to maintain equipment to contract specifications. Responses to trouble calls may constitute a site visit for the week, providing all equipment on the site is inspected and additional repairs are made as necessary.

1.2.16 **Invoicing**
The Vendor shall directly invoice service users based upon the called party number. All costs quoted in Offer Section beginning on Page 51 – Offer Section - Pricing shall be maintained. The State shall not be responsible to pay for, or maintain any service, including maintenance and support. In all cases, the Vendor shall be the primary contact for all service issues.

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

1.2.18 **Security Software/Features**
Vendor service shall incorporate the following services.
1.2.18.1 *Biometric Inmate Identification*

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

1.2.18.2 *Call Record Mining*

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

1.3 *PAY PHONES*

1.3.1 *Pay Telephone Requirements*

Pay Telephone Services are required at State-owned or managed locations including office buildings, leased facilities, parks, and park and ride locations as noted in Attachment A. The Vendor shall be responsible to provide reports on telephone location, equipment used and telephone line/circuit number used to provide services. Report shall be due within 14 days after installation, with updates provided whenever changes are made. The Vendor shall not be responsible to negotiate leases for the required space to mount telephones. Service requirements include all requirements noted in paragraph 3.1 Common Requirements and associated subparagraphs, in addition to the following paragraphs.

1.3.2 *Stations*

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

1.3.3 *Postings*

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

1.3.4 *Operator Interface*

Service shall allow access to operator assistance and directory assistance.

1.3.5 *Non-Call Blocking*

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

1.3.6 *911 Access*

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

1.3.7 *Telephone Support*

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

1.3.8 *System Failures*

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

1.3.9 *Call Complaints*

The Vendor shall accept complaints from called parties regarding failure of call completion for any and all reasons. This shall be inclusive of complaints due to lack of payment, location of called party service, Local Exchange Carrier (LEC) or Long Distance Carrier (LDC).
1.3.10 **Credit for Faulty Call Transmission**
Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and yet is billed; or when a call is terminated within 30 seconds of call initiation due to substandard transmission quality. Vendor shall reimburse costs of failed calls directly to users.

1.3.11 **Toll Free Access**
Vendor shall allow access to toll free services without restriction.

1.3.12 **Operational Date**
All services shall be scheduled in advance of cutover or installation. The Vendor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before September 7, 2017. Any additional telephones shall be installed within 14 calendar days of request by the State.

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

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

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

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

1.3.17 **Installation of Additional Pay Telephones**
The Vendor shall provide a toll free access number for the ordering of new phones, removal of new phones and the relocation of phones per individual State Agency requestors. Vendor shall respond to any such request upon receipt, and complete work within 30 days of request. All such activities shall be included in the monthly report to the State. Vendor must contact the State PRIOR to installation to accommodate security clearance and availability of staff.

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

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

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

Vendor shall provide seventeen (17) complete pairs (two phones per pair) of visitor intercom phones for the State Prison for Men located in Concord and shall meet the same specifications as those defined in paragraphs 1.2.4 Telephones, and related paragraphs. Exception shall be the length of the telephone cord, allowing enough length to allow users at a sit down visitation to easily use the phones.

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

Vendors with alternative technologies for implementation in the no-contact setting described must describe how the technology shall fulfill the Department’s need in Non-Contact settings.

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

2.0 Inmate/Public Kiosk/Tablet Solution

2.1 General Requirements:
Shall provide one (1) kiosk for public locations in each of the following locations:

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2.1.1 Vendor shall provide a kiosk or shared tablet solution based on the number of inmates and the available space for kiosks within Housing units in the facilities. The following is a location and housing count for the last thirteen (13) months. Due to overcrowding, not all units have available space for a bank of Kiosks. DOC reserves the right to expand out the number of kiosks or shared tablets if inmates are having a difficult time accessing services due to the time it takes the inmates to complete tasks. The service solution proposed must ensure that inmates are not waiting for more than five (5) minutes to access a kiosk and/or update their tablet, based on the activities they are engaging in with the Vendors services. In the event inmates waiting duration exceeds five (5) minutes, it shall be incumbent upon the Vendor to provide an acceptable remedy for State review and subsequent approval at no cost to the State.

### NH DOC Monthly Facility Bed Assignment Summary Report

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The new NH Correctional Facility for Women being built in Concord NH has a design capacity bed count as follows:

<table>
<thead>
<tr>
<th>Housing Pod</th>
<th>Beds per Pod</th>
<th>Pod Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reception Housing</td>
<td>12</td>
<td>Double</td>
</tr>
<tr>
<td>C-5 Special Housing/PAR</td>
<td>12</td>
<td>Single</td>
</tr>
<tr>
<td>C-4 Close Custody</td>
<td>12</td>
<td>Double</td>
</tr>
<tr>
<td>C-3 Medium Custody</td>
<td>56</td>
<td>Double</td>
</tr>
<tr>
<td>C-3 Wellness Housing</td>
<td>56</td>
<td>Double</td>
</tr>
<tr>
<td>C-2 Minimum Custody</td>
<td>64</td>
<td>Double</td>
</tr>
<tr>
<td>Medical Beds</td>
<td>12</td>
<td>2 - (4 Bed/7 Bed) &amp; 1- Single</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>224</strong></td>
<td></td>
</tr>
</tbody>
</table>

2.2 **OTHER REQUIREMENTS:**

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

2.2.2 All shared tablets, purchased tablets and/or kiosks located in secure locations must use biometrics (finger print readers, voice recognition, iris readers, etc.) for two-factor authentication of the user. Obtaining biometric reference recording and maintaining database shall be the responsibility of the vendor.
2.2.3 DOC shall provide a daily file with the required demographic information needed to allow inmates to access the solutions and to restrict functionality to specific modules.

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

2.2.5 Vendor shall provide a detailed plan on kiosk installation/shared tablets including location accessibility based on the bed counts by facility for the NHDOC to review in response to this proposal. The plan needs to outline estimated times to complete the various tasks by inmates;

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

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

2.2.8 Vendor must provide security plan prior to installation or configuration of any equipment.

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

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

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

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

2.2.13 **SHARED TABLETS:**
   - Must be able to be used by any number of inmates for all modules but data shall not be stored on the tablet that is specific to an inmate;
   - Must not be used by anyone that is not assigned to that housing unit.

2.2.14 **PURCHASED TABLETS:**
   - Shall be programmed to display the inmates name and NHDOC identification number and location by depressing a manual button;
   - Shall have a built in FM radio with digital tuner, pre-set station and auto scan capabilities that can be shut off through a restrictions flag;
   - Shall have the ability to have all security features removed from player when inmate/patient is released from custody at no charge to the inmate/patient and the NHDOC.
   - The Vendor shall support the Department’s existing PPD 9.02 Issuance and Control of Inmate Property (can be viewed at [www.nh.gov/nhdoc/policies/index.html](http://www.nh.gov/nhdoc/policies/index.html)) as it pertains to complaints associated with tablets or devices purchased through the Vendor. If the product purchased by the inmate from the Vendor is malfunctioning due to a demonstration of the product being sold by the Vendor as already malfunctioned, the Vendor shall either refund the monies associated with the expenditure to the inmate or replace the product with an equal or better valued product at the discretion of the Vendor as long as it is compatible with the services outlined in this RFP.

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

2.2.16 **KIOSKS:**
   - Kiosk shall be designed and constructed for the correctional environment and shall be free of external buttons to enter information and provide shatter resistant visual touch screens;
   - Areas inside of the facility within each housing units shall be defined for vendor use. Those areas that do not have sufficient space for a bank of Kiosks shall require a shared tablet solution.
2.2.17 **IMPLEMENTATION**: The vendor must present a proposed implementation plan based on the following requirements and for all locations listed in 2.1.1:

<table>
<thead>
<tr>
<th>Module Name</th>
<th>Time to Implement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3 Inmate Requests/Grievances</td>
<td>March 7, 2018</td>
</tr>
<tr>
<td>2.4 Commissary Ordering</td>
<td>March 7, 2018</td>
</tr>
<tr>
<td>2.5 Video Visitation</td>
<td>December 7, 2017</td>
</tr>
<tr>
<td>2.6 EMAIL/PHOTO/E-VIDEO MAIL</td>
<td>September 7, 2017</td>
</tr>
<tr>
<td>2.7 Restitution/Fine/Fee Collection</td>
<td>March 7, 2018</td>
</tr>
<tr>
<td>2.8 Inmate Informational Service</td>
<td>March 7, 2018</td>
</tr>
<tr>
<td>2.9 Pre-Paid Exit Cards</td>
<td>December 7, 2017</td>
</tr>
<tr>
<td>2.10 Education</td>
<td>March 7, 2018</td>
</tr>
<tr>
<td>2.11 MP3/Books/Games/Movies/Other content</td>
<td>September 7, 2017</td>
</tr>
<tr>
<td>2.12 Inmate Cash Withdrawal Request</td>
<td>March 7, 2018</td>
</tr>
</tbody>
</table>

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

**THE DOC IS LOOKING FOR A KIOSK/TABLET SOLUTION THAT SHALL PROVIDE AT A MINIMUM THE FOLLOWING MODULES:**

2.3 **Inmate Requests/Grievances**

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

The solution shall provide at a minimum the following requirements:

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

**DOC Staff:**
1. Allow DOC staff to respond electronically via a web interface to requests/grievances.
2. Allow DOC staff to reroute the request to another area with all information logged as to who rerouted the request, when and why.
3. Provide an integrated solution that allows DOC oversight of all requests/grievances.
4. Allow DOC staff to extend the allocated time for response and indicate the reason for the extended time.
5. Automated notifications must be sent to the appropriate staff for the following:
   - The request has been received
   - The request is about to reach the allowed time for response
   - The request response is now due
   - The request response is now overdue

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

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

2.4 Commissary Ordering:
   Currently this process is paper only. Inmates are allowed to access the internal Commissary during the weekly time allocated for the housing unit the inmate resides in. Restrictions are imposed on certain housing units, level of classification of the inmate and disciplinary sanctions.

The solution shall provide at a minimum the following requirements:
INMATES:
1. Allow inmates to select items from Commissary up until the cutoff point for that housing unit.
2. Provide instructions on how to order from the Commissary to the inmate (this can be a document or interactive help)
3. Only display items appropriate for the inmates housing unit.
4. Restrict inmates from ordering Commissary if they have a restricted flag based on disciplinary findings.
5. Verify that the inmate has sufficient funds for the items selected based on an account balance and items selected when inmate selects items.
6. Verify that the Commissary order does not exceed the total spending limit for the inmate
7. Display the inmates current account balance
8. Display the item id, name and cost of the item. Allow the inmate to enter a quantity for the item. Display a total cost for the item based on the quantity selected and the cost of the item.
9. Display a total Commissary order cost
10. Allow the inmate to update items up until the cutoff point where the data is submitted to the Agency for that housing unit.
11. If the inmate's Commissary order exceeds the inmate account balance OR the spending limit at the cutoff point, using agency determined logic, mark only the qualified items for processing and mark all other items as "not-processed" and a reason. Example: Insufficient funds. Commissary restriction. Etc.
12. Retain the Commissary order with status information for the items/order for the inmates to review for 3 months.
13. Allow inmates to view a summary screen of all orders retained in the system. Display to include date/time submitted, status of order and a link to view the details of the order.
14. Allow inmates to view the details of a specific order which shall include: Item ID, item name, item cost, and quantity selected, total cost, status for each item and a total cost for the order.

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

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

2.5 **Video Visitation:**
Currently DOC does not have video visitation except under the direction of the Family Connections Center. Family Connections Center (FCC) provides video visits between a parent and a child under supervision.

The solution shall provide at a minimum the following requirements:

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

**PUBLIC:**
1. Allow visitors to use a web interface for video visits;
2. Interface shall not be limited to computers only;
3. Allow visitors to purchase a single or multiple video visits through the vendor website;
4. Send a reminder email or text that the visit shall occur in 1 hour, 15 minutes;
5. If the visit does not occur, do not charge for the visit.

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

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

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

### 2.6 Email/Photo/E-Video Mail:
Currently the Department of Corrections has implemented basic email. They are looking to expand the capabilities of this system. The NH Department of Corrections policy for email is available for view at [www.nh.gov/nhdoc/policies/index.html](http://www.nh.gov/nhdoc/policies/index.html) entitled PPD 5.24 Inmate Email Service.

**The solution shall provide at a minimum the following requirements:**

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

**PUBLIC:**
1. Allow the public to purchase email/photo/E-video services through the vendor website.
2. Email must be limited in size
3. Photos must be limited in size
4. Email shall not allow attachments that do not meet the requirements outlined by the system
5. Only 1 photo OR E-video per email allowed

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

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

INTERFACES:
1. TO VENDOR: An interface/file to the vendor that shall provide the inmates information such as client id, name, housing location, restriction flag and any other information as needed.
2. FROM VENDOR: An interface/file to the agency that shall provide details of emails that have been received. File should include client ID, sender information, date/time email received, if email was approved or automatically processed, who approved the email (if required), date/time approved, keywords, message text, if the email was received or sent and any other information as needed.

2.7 Collection of Restitution/Fine/Fee Payments and Inmate Account Deposits:
DOC currently only accepts checks and money orders for the collection of funds due and for deposit into Inmate Accounts. All monies are currently processed manually.

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

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

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

OTHER:
1. Funds received must indicate which selection for application of funds the public chose.
2. Only accept Inmate Account Deposits for clients housed in a DOC facility.
3. DOC shall not be accepting a commission on this module.
4. There shall be no charge to the Agency for the use of this module.
5. All funds shall be submitted to DOC on a daily basis less the collection fee
6. Money’s accepted in this module cannot be applied into the offenders “purchasing” account for use on music, books, etc.
7. Kiosks should be able to accept debit and credit cards
8. DOC shall not process any debit or credit cards, funds collected should be transferred using accepted methods agreed upon by DOC and vendor on a daily basis.
9. Provide a web based interface for DOC staff to review funds submitted with daily accounting reports that can be used to balance the deposits of funds.
10. Funds that are contested and subsequently reversed must be handled in a manual process outside of the interfaces.
11. Log all activity
12. The product shall need to ensure the Department maintains compliance with their PPD 3.05 Field Services Collection Procedures and PPD 3.09 Management and Control of Personal Funds of Residents.

INTERFACES:
1. TO VENDOR: an interface/file to the vendor shall provide the names of inmates and everyone that owes restitution/fines/fees. The file would include the client id, name, total amount owed and any other information needed. (Provided daily)
2. FROM VENDOR: an interface/file to the agency that shall provide details of the amounts collected. File should include client ID, transaction ID, date/time received, amount received. (Provided daily)

2.8 Inmate Informational Service:
Currently inmates are notified via a paper process of any appointment, etc. and must go to a specific location to view requested information.

The solution shall provide at a minimum the following requirements:

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

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

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

INTERFACE:
1. **TO VENDOR:** an interface that shall provide documents for inmates in a batch process. 
   Example: Inmate’s currently receive printed copies of their trust fund activities once a month. 
   These documents should be able to be uploaded and tagged for a specific inmate to view.

2. **FROM VENDOR:** a listing of all documents that the inmate has the ability to view including 
   appointments, the date/time the inmate viewed the information and the date/time the 
   information is set to expire.

3. **FROM VENDOR:** A daily log file.

### 2.9 Pre-Paid Exit Cards:

Currently, a resident's account is closed by processing a check, if the account balance is over one 

dollar, to be given to the resident at the time of their release. Subsequent to release, staff shall 

verify that all obligations have been processed and any monies due to the resident have been 

posted. Should there be a remaining balance after outstanding debits and credits are posted the 

remaining balance, if over one dollar, shall be mailed to the resident at their last known address.

The NH Department of Corrections policy for closing an inmate account is available for view at 

www.nh.gov/nhdoc/policies/index.html entitled PPD 3.09 Management and Control of Personal 

Funds of Residents.

The solution shall provide at a minimum the following requirements:

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

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

**INTERFACES:**
1. **FROM VENDOR:** A daily log file.

### 2.10 Education:

Currently education is provided only within a classroom setting. The education department does 

not currently provide electronic content for classes.

The solution shall provide at a minimum the following requirements:

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

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

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

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

### 2.11 MP3/Books/Games/Movies/Other content:
Currently only MP3’s are sold via a kiosk. Inmates who have purchased a player go to a centralized kiosk and download catalogs of music and purchased songs. Kiosks are not connected to DOC network and use a file provided to update inmate locations.

The solution shall provide at a minimum the following requirements:

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

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

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

**OTHER**
1. DOC shall be accepting a commission on this module. Currently DOC only receives commissions for MP3 sales. DOC receives $.19 per song.
2. There shall be no charge to the Agency for the use of this module.
3. All inmates must be reimbursed and/or credited for music & players already purchased through previous kiosk solution. (Approx. 310 for 2016)
4. Must provide a catalog of a minimum of 500,000 songs with the ability for DOC to restrict a song if necessary
5. Must provide a catalog of all items for sale for DOC approval prior to allowing the content to be purchased
6. Funds that are contested and subsequently reversed must be handled in a manual process outside of the interfaces
7. Log all activity
8. Allow funds to be submitted from DOC on behalf of inmates to be added to the inmates “purchasing fund” in an automated process.

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

2.12 Inmate Cash Withdrawal Request:
The current process involves the inmate submitting a paper request form to Inmate Accounts with information needed for the money to be withdrawn from their account and a check issued to the authorized party.

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

The solution should meet or exceed the following requirements:

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

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

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

INTERFACES:
1. TO VENDOR: an interface/file to the vendor with client ID, location, inmate trust fund balance and any additional fields required by vendor.
2. FROM VENDOR: an interface/file to the agency that has transactions that have been approved or flagged for processing. File should include client ID, transaction ID, date/time received, amount received. (Provided daily)
3.0 Staffing Requirements

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

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

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

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

3.5 Pre-Installation and Post-Installation Technical Support
The Vendor shall provide Technical Support personnel qualified to support and troubleshoot all Vendor equipment and services. Personnel shall be trained in conducting site visits to ensure proper installation and provisioning. Personnel shall maintain equipment manufacturer and BICSI certifications. Post Installation Support personnel shall be trained in the continued operational support of all services provided by the Vendor.

3.6 Additional Security Review
Any Vendor or sub-Vendor personnel subject to security review shall provide to the State, reports indicating any arrests or contact with law enforcement agencies. Notification to the State shall be made prior to any work done under this contract. Such personnel shall also notify the DOC prior to working on this contract, if they have any relative or acquaintance under prison supervision.

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

3.8 Contacts
Within five (5) days after contract award, the Vendor shall notify the Department of Administrative Services, Division of Procurement and Support Services Section, in writing, of the names, addresses and telephone numbers of the principal contact(s) for:
• Trouble-shooting and routine repairs;
• Major outage/trouble reports;
• Escalation procedures;
• Payments and accounting records;
• Terms and conditions.

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

3.9 **Security Review**
Prior to providing service to the State and entering any State facility, Vendor and/or sub-Contractor employees shall obtain security clearance from the State under DOC policy and guidelines. No Vendor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision. The following security requirements apply:
• Employee agreements allowing background checks shall be exclusively the responsibility of the Vendor.
• The State may require that a Vendor employee be precluded from entry into any facility. The Vendor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Vendor or Vendor employee.
• The Vendor shall provide written notice to the Department of Administrative Services, Division of Procurement and Support Services Section of any changes of Vendor employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
• All Vendor personnel shall comply with the individual State facility security requirements in which they are performing services under the contract including signing required log in/out forms.
• Should installation personnel be rejected by the State, the Vendor shall provide replacement personnel immediately in order to meet assigned installation dates.

3.10 **Status of Vendor Employees and Subcontractors**
Vendor employees and subcontractors shall be independent of the State in all respects and in no way considered employees of the State.

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

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

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

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

During the performance of services the Vendor and their employees are responsible to the facility administrator, and by virtue of a contract with the State of New Hampshire agree to abide by all
the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

3.14.1 Engaging With Prisoners
Engaging in any of the following activities with persons under departmental control is strictly prohibited:
- Any contact, including correspondence, other than the performance of services for which the service provider is contracted to provide;
- Giving or selling of anything;
- Accepting or buying anything.

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

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

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

3.14.4 Emergency Situations
In the event of any emergency situation, i.e., fire, disturbance, et cetera. Vendor employee shall follow the instructions of the escorting staff or report immediately to the closest available staff.

3.14.5 Policy, Rules and Regulations
All rules, regulations and policies of the Department are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for assistance from a staff member before proceeding any further.

3.14.6 Harassment and Discrimination
Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and shall not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and shall be subject to removal for failing to do so.

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

B. All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to ensure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to ensure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

C. All persons entering the facilities to visit with residents or staff or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

3.14.8 Confidentiality of Information
The Vendor shall abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information. All Contactor agents, acting through the Vendor organization shall not discuss any confidential or privileged information with family, friends or any persons not professionally involved with persons under the supervision of the NH Department of Corrections. DOC staff is fully aware that if they are approached by anyone outside of the NH Department of Corrections’ employ who requests information, they are to immediately contact their supervisor and the appropriate NH Department of Corrections’ staff. Any violation of the above may result in contract cancellation and any and all contractual obligations.

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

4.0 Vendor Support/Training:
A. All proposals shall provide a complete description of the Vendor’s standard support offerings for end users and technical staff including: help desk, application and technical support. Provide a copy of the standard service level agreement covering these services with your proposal submission, if applicable. The cost of all trainings shall be absorbed by the Vendor.
B. Training shall be provided for up to fifty (50) primary end users at a central location and up to ten (10) at NNHCF and ten (10) at NHSPW. User training may be interactive web-based, web conference and/or on-site. Each training participant shall receive training materials and up to twenty (20) additional copies of the materials for the regions and central office. Upon completion of training the Respondent shall provide training materials in an electronic format.

C. Also see Section 1.2.10

5.0 Documentation:
A. The Vendor shall provide the State with all documentation, including all information, data, descriptive materials, software source code annotations and documentation in accordance with such programming and coding documentation standards applicable to high quality entities that develop, publish, license, maintain and support software generally, all approved specifications, service level descriptions and details, any and all descriptions and specifications of the requirements hereunder or created or developed hereunder, operational, functional and supervisory reference guides, manuals and all other information which is developed, prepared, used or otherwise available from the Vendor, in connection with and applicable to the provision, use, operation and support of the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technology Kiosk Solution. Documentation shall be sufficient to enable the State to understand, operate, use, access, support, maintain, update and modify the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technology Kiosk Solution. Documentation shall also include all standards applicable to the Inmate Commissary, Telephone, Accounting System, Video Visitation and Technology Kiosk Solution.

B. Reporting:
Reports shall be available for viewing and downloading in PDF format by authorized DOC staff through the Vendor’s secure internet website. Reports consist of court Order Payment Fund Receipts, Inmate Trust Fund Receipts and Debit cards Listing (previous day, release location and monthly recap).

6.0 Intellectual Property/Work Product Ownership:
A. The State shall retain all right, title and interest in and to all data content provided by the State, and to all information that is created under a Contract, including, but not limited to, all data that is generated under a Contract as a result of the use by a Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by a Contractor ("State Information"), and all other rights, tangible or intangible (collectively, "State Intellectual Property"). A Contractor may not use State Intellectual Property for any purpose other than as specified in a Contract. Upon expiration or termination of a Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

B. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, a Contractor shall be required to immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein. Without any additional cost to the State, a Contractor shall be required to promptly give the State all reasonable assistance and execute all documents the State may reasonably request to assist and enable the State to perfect, preserve, enforce, register and record its rights in and to all Work Product.
C. “Work Product” shall mean any tangible or intangible work product, creation, material, item or deliverable, documentation, information and/or other items created by Contractor, either solely or jointly with others, and which are developed, conceived of, prepared, procured, generated or produced by Contractor. Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, procedures manuals, or other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or produced in connection with a Contract, whether as individual items or a combination of components and whether or not the services or the deliverables are completed or the same are reduced to practice during a Contract term. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted a license to any such Contractor Intellectual Property that is incorporated into Work Product.

D. The Contractor shall not sell or copyright a work product or item produced under a Contract without explicit permission from the State.

E. If a Contractor is operating a system or application on behalf of the State, then the Contractor shall not make information entered into the system or application available for uses by any other party.

7.0 Open Standards
Vendor's proposal shall clearly identify whether the Solution is fully functional using Open Standards and if not, the Vendor solution shall specifically identify any proprietary or closed specification standards for which they do not support as a fully functional open alternative. (RSA 21-R:10; https://www.nh.gov/doit/open-source/).

8.0 Application and Database Architecture:
Software Licensing:
If the Solution shall include software to be licensed from the Vendor, Vendor shall insert software licensing requirements and anticipate volume. Vendor shall propose the licensing options available and recommend the advantages of those various options.

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

9.0 Other Requirements:
A. The Vendor shall not commence work until a conference is held with each agency and/or location, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

B. The Vendor agrees that any damage to buildings, materials, equipment or to other property during the performance of this service shall be repaired at their own expense.

C. The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor’s employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

D. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract(s)ing Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise
 objectionable, or whose continued employment on the work deemed by him to be contrary to the public interest or inconsistent with the best interest of security.

E. The Vendor or their personnel shall not represent themselves as employees or agents of the State.

F. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

G. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

H. The Vendor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

If subcontractors are to be utilized, please include information regarding the proposed sub-contractors including subcontractor information, types of services or functions in which you would plan to subcontract, and a brief company profile and three references for clients they are currently servicing. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Administrative Services.

10.0 Warranty:
The successful Vendor shall be required to warranty any and all equipment awarded for a period of not less than one (1) year parts and labor. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

Section 3 - Process for Submitting a Proposal

A. PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

Proposals submitted in response to this RFP must be received by the Bureau of Purchase and Property no later than the time and date specified in the Timeline section, herein. Proposals may be submitted by U.S. Mail or delivery service.

- Via U.S. Mail or delivery service: one (1) Original and one (1) CD and seven (7) copies of technical and three (3) Financial (See Section 3, Item C).

Hard copy proposals must be addressed to:

RFP#1900-17, Loretta Razin, Purchasing Manager
NH Bureau of Purchase and Property
25 Capitol Street - Room 102
Concord NH 03301

Due Date: April 21, 2017 @ 1:30 PM
RFP 1900-17 PAY TELEPHONE, INMATE TELEPHONE AND INMATE KIOSK/TABLET SOLUTION SERVICES

Late submissions shall not be accepted or evaluated and may be returned to the proposers unopened and at the proposers expense. Delivery of the Proposals shall also be at the Proposer’s expense. The time of receipt shall be considered when a Proposal has been officially documented by the Bureau of Purchase and Property, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Proposer’s responsibility.
B. PROPOSAL INQUIRIES/QUESTIONS

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted in writing via email to the following RFP designated points of contact:

Loretta.Razin@nh.gov; or prchweb@nh.gov

Inquiries must be received no later than the conclusion of the Proposer Inquiry Period (see Timeline). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

C. TERMS OF SUBMISSION:

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State’s format.

Vendors shall submit one (1) electronic copy (on CD), and one (1) full Original of their proposal clearly marked as “ORIGINAL”.

- Vendors will remove the Financial sections and submit seven (7) copies of the technical requirements as referred to in Section 4. The outside of the package shall be clearly marked “COPY” and

- Vendors will submit (separately) three (3) COPIES of the Financial Statements, Fee Structure/Financial Stability (Section 4.0, Item g & h), in a separate sealed envelope. The outside of the package shall be clearly marked “FINANCIAL”.

The original must be signed by the person with the authority to commit the proposer and will take precedence over the electronic version and copies should there be any discrepancies.

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor’s bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company’s acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor’s offer.
D. **ADDENDA:**
In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the Bureau of Purchase and Property shall post on our website any Addenda. Before your submission and periodically prior to the RFP closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the RFP. The web site address is [https://das.nh.gov/Purchasing/vendorresources.asp](https://das.nh.gov/Purchasing/vendorresources.asp).

E. **SITE VISITATION:**
Prior to bidding, it is each Vendor’s responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation.

RFP Site Visitation is scheduled on **March 29, 2017 at 9:00 AM** at 317 Mast Road, Goffstown NH and then shall proceed to 281 North State Street, Concord NH then to 138 East Milan Road, Berlin NH. Vendor shall provide their own transportation. Maximum of three persons per Vendor team.

Call Jeff Lyons at 603-271-5602 with full name and date of birth for review and to receive clearance to attend the Site Visitation on or before **Tuesday March 28, 2017**. Vendors who are not cleared shall not be allowed to enter facilities. Failure of the Vendor to make a site visit or who does not receive clearance for attendees does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

F. **RESTRICTION OF CONTACT WITH STATE EMPLOYEES**
From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP Points of Contact.

G. **VALIDITY OF PROPOSAL**
Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

**Section 4 - Content/Requirements for Proposal and Evaluation of Proposals**

4.0 Proposals shall follow the following format and provide the required information set forth below. Elaborate proposals beyond what is sufficient to present a complete and effective proposal are not desired.

a) **Company Profile:** (1-2 Pages) **(Not scored)**
Provide full details regarding the following items in support of the Vendor’s Experience and ability to provide services. Include:

- Full legal company name;
- Year business started;
- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;
- Location of headquarters;
- Current number of people employed;
- Presence in the State of New Hampshire;
- Identification of which services are provided via the Vendor and those being resold or provided by a subcontractor;
- **Sub-contractor** including company name, address, contact person and three references for clients they are currently servicing.
b) **Executive Summary/Understanding of Requirements:** (2-6 Pages) (50 points)
Vendor Executive Summary must provide a general project overview of the Vendor’s proposed services, the network architecture and equipment being provided, a description of the Vendor’s (and subcontractor’s if applicable) teams, and areas of expertise. The Vendor must clearly identify its qualifications to meet the requirements defined in the RFP and reveal a clear understanding of the RFP requirements. This will also include Vendor’s ability to follow the instructions within the RFP and Vendor’s completeness in supplying requested information.

c) **References:** (2-4 Pages) (50 pts.)
- Provide three (3) detailed examples of deployments where Vendor has successfully implemented proposed services. Details must include customer contact information allowing the State to contact the respective Vendor customer.
- Provide detailed examples of other similar Service implementations Vendor has put in place. Vendor must include the past projects’ implementation schedules with all significant project milestones included;
- Provide three (3) detailed references for each sub-contractor used by the vendor for performance of an impending contract.
- All contact information must be current. The State will not search for contact information for individuals to verify information.
- Vendor’s experience providing similar solutions/success with similarly sized and organized projects as well as experience of Vendor’s staffing and/or subcontractor personnel shall be considered within this category.

d) **Technical Approach:** (up to 10 Pages) (225 pts.)
Define the technical approach and methodology of providing services, addressing all RFP aspects as noted within the Scope of Services. (REFER TO Section 2, Items 1 through 11).

e) **Solution:** (2-4 Pages) (125 pts.)
Describe how the proposed equipment offering, services and essential staff meets or exceeds the requirements of the State, addressing all aspects of the RFP, including current and future expectations for all locations and services. Provide an overview of System interactions and dependencies between functions. Vendor’s ability to provide all services requested will also be considered within this category.

f) **Implementation Plan:** (2-4 Pages) (125 pts.)
Describe in detail how you will meet the requirements of Section 2.2.17. Vendor’s proposed implementation timeline and ability to meet project deadlines and clear understanding and presentation of the timeline will be considered within this category.

g) **Financial Statements/Stability (75 pts.)**
Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report in a separate sealed envelope as described on Page 45. Vendor must provide either:

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<th>Description</th>
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<td>a copy of the organization’s most recent full set of financial statements; or</td>
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<tr>
<td>a copy of the organization’s audited set of financial statements from an independent Certified Public Accountant (CPA) firm</td>
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- Please also provide details of any litigation your company may be a party to in which an adverse decision might result in a material change in the company’s financial position or future viability;
h) **Fee Structure (350 pts.)**
Response Tables 1-3 and Offer Section Pricing (Pages 57 – 59).

Category will be scored based upon costs for each type of transaction provided, both for DOC transactions and non-DOC transactions.

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<tbody>
<tr>
<td>Lowest overall cost (Tables 1-3) + Offer Section Pricing / vendor X 350 = Points Assessed</td>
</tr>
<tr>
<td>Example: Vendor A charges $1.00 per transaction.</td>
</tr>
<tr>
<td>Vendor B charges $2.00 per transaction</td>
</tr>
<tr>
<td>Vendor A: $1.00 / $1.00 X 350 = 350 Points Assessed to Vendor A</td>
</tr>
<tr>
<td>Vendor B: $1.00 / $2.00 X 350 = 175 Points Assessed to Vendor B</td>
</tr>
</tbody>
</table>

i) **Value Added Services (1-2 Pages) (Not scored)**
Vendors are invited to offer Value Added Services not defined within the RFP, related to Video Conferencing or other Inmate Services. List all offerings, including a detailed description of the service and its associated cost (if any), within your response.

The State shall be the sole determinant in acceptance or rejection of any additional services offerings and whether or not they will be included in a resulting contract.

j) **Formal Presentations (100 pts.)**
During the evaluation process the State of New Hampshire may require a Vendor to answer questions with regard to the proposal and/or request some or all bidders make a formal presentation to the evaluation team. If formal presentations are required the State may invite up to the five (5) highest scoring vendors.

If formal presentations are utilized, the following points shall be added to the previously tallied points:
1. 100 points – 1st ranked
2. 80 points – 2nd ranked
3. 60 points – 3rd ranked
4. 30 points – 4th ranked
5. 10 points – 5th ranked

The highest total score a bidder's proposal can receive after initial scoring and formal presentations (if used) is 1100 points.

A. **WRITTEN NARRATIVE AND DESCRIPTION OF EVALUATION CRITERIA:**
The State shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation shall be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The State shall not review proposals that reduce our current functions.

The State utilizes a consensus scoring methodology to evaluate submitted proposals. Each response shall be evaluated through a forum of open discussion/debate by the evaluation committee and scored comparing the Vendor’s proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet shall be used to designate the point value assigned to each proposal.
The State will evaluate financial proposals based on the calculation of anticipated total cost to individuals utilizing the services.

The State reserves the right to accept or reject any proposal pursuant to the guidelines set forth in this RFP. The State further reserves the right to waive any minor irregularities in any proposal if determined to be in the best interest of the State.

If an item or area of a Vendor’s proposal is deemed ambiguous, the evaluation team may warrant the item or area as “Technically Non-Compliant”, and, at the discretion of the State, may seek clarification and suspend the evaluation until a response from the Vendor is received.

The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract shall be awarded. The State reserves the right to open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

### B. EVALUATION CRITERIA

**Criteria for Evaluation and Scoring**

Each responsive proposal shall be evaluated and scored on the following criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>(check if submitted)</th>
<th>Points Assessed</th>
<th>Total Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Profile</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Executive Summary/Understanding of Requirements</td>
<td></td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>References</td>
<td></td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Technical Approach</td>
<td></td>
<td>225</td>
<td></td>
</tr>
<tr>
<td>Solution</td>
<td></td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>Implementation Plan</td>
<td></td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>Financial Statements/Financial Stability</td>
<td></td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>Fee Structure (Costs/Rebates/Commissions)</td>
<td></td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>Value Added Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Points Available before presentations:** 1000

**Presentations* (if utilized):** 100

**Total Points Available including presentations:** 1100
C. **Minimum Requirements**

**Professional Services Requirements:**
In order for the State to consider your proposal, you must have been in business for at least five (5) years and have completed three (3) similar projects. Please provide three (3) references for the projects completed.

**SECTION 5 - Terms and Conditions Related To the RFP Process**

A. **RFP Addendum**
The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. **Non-Collusion**
The Vendor’s signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

C. **Property of the State**
All material received in response to this RFP shall become the property of the State and shall not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. **Confidentiality of a Proposal**
Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer’s disclosure or distribution of Proposals other than to the Bureau of Purchase and Property shall be grounds for disqualification.

E. **Public Disclosure**
Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G:37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including but not limited to, RSA Chapter 91-A (the “Right-to-Know” Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential shall be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note “confidential” beside the highlighting. Use of any other term, such as “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable.

2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked “confidential,” clearly noting to which section or part of the bid or proposal the segregated materials pertain.
You shall also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor’s rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor’s designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered “quiet time.” Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and shall no longer be allowed to proceed in the award process.

F. Non-Commitment
Notwithstanding any other provision of this RFP, this RFP does not commit the Bureau of Purchase and Property to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

Proposal Preparation Cost
By submitting a Proposal, a Proposer agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.
G. Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state’s internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

Section 6 - Contract Terms and Award

A. Award

It is the State’s intent to award one (1) contract to the responsible Vendor meeting the criteria established in this RFP and providing the highest Evaluation Process score. The State reserves the right to reject any or all proposals or any part thereof. If an award is made, it shall be in the form of a State of New Hampshire Contract with the Prime Vendor. The Prime Vendor is solely responsible for the performance by any subcontractors it elects to use in performing this contract, regardless of whether or not the State has approved. If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

If the State determines to make an award, the State shall issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the State be unable to reach agreement with the selected Proposer during Contract discussions, the State may then undertake Contract discussions with the second preferred Proposer and so on, or the State may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

B. Standard Contract Terms

The State shall require the successful vendor to execute a Form P-37 using the Standard Terms and Conditions of the State of New Hampshire. (See Attachment I).

The State may consider modifications of this form during the stated Proposal Inquiry period. To the extent that a Proposer believes that exceptions to the standard form contract shall be necessary for the Vendor to enter into the Agreement, the Proposer should note those issues during the Proposal Inquiry period. The State shall review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a Proposer’s exception the State shall, at the conclusion of the inquiry period, provide notice to all potential vendors of the change to the P-37 and indicate that change is available to all potential vendors.

Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

CONTRACT(S) TERMS AND CONDITIONS:
The Vendor’s signature on a proposal submitted in response to this RFP guarantees that all of the State of New Hampshire’s Terms and Conditions are accepted by the Vendor.
The form contract(s) P-37 attached hereto in Attachment I, shall be part of this proposal and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the Vendor’s offer.

**IF AWARDED A CONTRACT**, The Vendor must complete the following sections of the attached agreement State of New Hampshire Form #P-37;
Section 1.3 Contractor(s) Name
Section 1.4 Contractor(s) Address
Section 1.11 Contractor(s) Signature
Section 1.12 Name & Title of Contractor(s) Signor
Section 1.13 Acknowledgements
Section 1.13.1 Signature of Notary Public or Justice of the Peace
Section 1.13.2 Name & Title of Notary or Justice of the Peace
- Provide certificate of insurance with the minimum limits required as described below.
- Provide certificate of workers’ compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**CERTIFICATE OF INSURANCE:**
Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall comprehensive include 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.

**VENDOR CERTIFICATIONS:**
All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: [https://DAS.NH.Gov/Purchasing](https://DAS.NH.Gov/Purchasing)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** An award, in the form of a contract(s), shall ONLY be awarded to a Vendor who is registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: [https://www.sos.nh.gov/corporate](https://www.sos.nh.gov/corporate).
- **CONFIDENTIALITY & CRIMINAL RECORD:** If required by the using agency, the Vendor shall have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- **LICENSES AND REGISTRATIONS:** Vendors must have all licenses, registrations and permits required by Federal and State laws for performance of resulting contract prior to the award of contract. Copies of each must be provided in an attachment to the bid response.

**INVOICING:**
Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State’s satisfaction.
**Prices:**
All prices must be in US dollars and must include delivery and all other costs required by this proposal invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFP). Any and all charges must be built into your price at the time of your submission.

Per Administrative Rule 606.01(e) “if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor.”

**Obligations and Liability of the Vendor:**
The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service shall be repaired at their own expense.

**Performing Services:**
The Vendor shall perform all services according to the requirements and specifications of this proposal.

**Appropriation of Funding:**
The Contractor shall agree that funds expended, if applicable, for the purpose 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.

In the event that funds, if applicable, are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the State the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

**Rebate:** The Contractor shall compensate the State a fixed Commission Rate for each transaction type described in the RFP Scope of Work 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.

**Payment:**
Payments, if applicable, shall be made via ACH. Use the following link to enroll with the State Treasury:

https://www.nh.gov/treasury
NOTIFICATION AND AWARD OF CONTRACT(S):
Proposal results shall not be given by telephone. For Vendors wishing to attend the proposal opening: only the number of vendors submitting responses shall be made public. Specific response information shall not be given out. Proposal results (vendor names and rank or scores) shall be made public five days prior to submission to Governor and Council for final approval of the contract(s).

Proposal results may be viewed on our website at:
https://dasnh.gov/Purchasing/vendorresources.asp when they become public.
OFFER SECTION PRICING

(This section to be included in FINANCIAL SCORING and separated as noted on Page 43 Terms of Submission)

1. Vendors shall propose service costs 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. Only an access fee shall be charged for the first five minutes of calling. Access fee shall not exceed $.50 for pay telephone and $1.20 for inmate telephone calls. Per minute fees after the first five minutes of calling shall not exceed $.10 for either service.

   **Intra-LATA (In-State) Calling:** Calls within the 603 (LATA) area code considered as all of geographic New Hampshire. Vendors may charge access fee and per minute rates. Access fee shall not exceed $.50 for pay telephone and $1.20 for inmate telephone calls. Per minute fees shall not exceed $.15 for either service.

   **Calling to Areas within the United States:** Calls to anywhere in the contiguous United States. Vendors may charge access fee and per minute rates. Access fee shall not exceed $.50 for pay telephone and $1.50 for inmate telephone calls. Per minute fees shall not exceed $.25 for either service.

   **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 vendor 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: $1.50.
   - Maximum per minute fee is $.25.
   - Maximum rate to establish a person to person call: $3.55. Maximum per minute fee is $.25.
   - Maximum rate to establish a toll free number call or a calling card call: $1.00

2. Proposed rates shall be exclusive of state and federal taxes, PUC or FCC charges and, charges of other regulating government agencies. Quoted 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 under any resulting contract.

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 Vendor 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 Vendor by the State. All fees for services shall be charged to parties for receiving or initiating calls.

5. The Vendor shall make monthly **payments to the Department of Corrections for inmate Phone services at Department of Corrections' locations based upon the following table.**

<table>
<thead>
<tr>
<th>Months from Contract Initiation</th>
<th>Start/End Dates</th>
<th>Monthly Payment to State</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 24</td>
<td>June 1, 2017 through May 31, 2019</td>
<td>$30,000</td>
</tr>
<tr>
<td>25 through 48</td>
<td>June 1, 2019 through May 31, 2021</td>
<td>$32,000</td>
</tr>
<tr>
<td>49 through 61</td>
<td>June 1, 2021 through June 6, 2022</td>
<td>$32,000</td>
</tr>
</tbody>
</table>

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. Report dates listed in the final contract may be different than those listed based upon vendor monthly cycle date. If the given dates do not fall on the vendor monthly cycle date, the vendor 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 x $20,000 = $5161.29) at the beginning and end months of the contract.

<table>
<thead>
<tr>
<th>Service Dates</th>
<th>Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1 through June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 through July 31</td>
<td>August 31</td>
</tr>
<tr>
<td>August 1 through August 31</td>
<td>September 30</td>
</tr>
<tr>
<td>September 1 through September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>October 1 through October 31</td>
<td>November 30</td>
</tr>
<tr>
<td>November 1 through November 30</td>
<td>December 31</td>
</tr>
<tr>
<td>December 1 through December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>January 1 through January 31</td>
<td>February 29</td>
</tr>
<tr>
<td>February 1 through February 29</td>
<td>March 31</td>
</tr>
<tr>
<td>March 1 through March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 through April 30</td>
<td>May 31</td>
</tr>
<tr>
<td>May 1 through May 31</td>
<td>June 30</td>
</tr>
</tbody>
</table>

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

State of New Hampshire, Department of Corrections, Division of Administration
105 Pleasant Street
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 Resources and Economic Development
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 Vendor 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 1.4 Visitor Intercom Phones shall be provided at no cost. Usage charges shall not apply.

11. All items covered under this bid shall be delivered as the responsibility of the Vendor and at no direct cost to the State.

12. COST OF SERVICES

The Vendor shall provide pricing for Inmate Telephone and Pay Telephone services based upon the following Response Table Instructions below. **Both inmate and pay telephone services must be proposed.** No payments shall be due the Vendor by the State.

Vendor proposes to provide services during any time of the day based on the following pricing.

A. **RESPONSE TABLE INSTRUCTIONS (Page 57 & 58)**

Enter your “Cost per Call” and “Cost per Minute” for each “Call Type” in each of the three tables.

Multiply the “Number of Calls” times your “Cost per Call” and “Number of Billed Minutes” times your “Cost per Minute”, add the two amounts together and enter total into the “Total Service Cost” column for each “Call Type” in each table.

Add the three “Total Service Cost” amounts in from each line in the table to provide a “Total Cost” amount for each table.
Add the three “Total Cost” amounts from each table and enter that amount in the “TOTAL COST OF SERVICES TABLE 1, TABLE 2 & TABLE 3” and

B. VENDOR SERVICE COST TABLE (Page 59)

Price will be evaluated for the lowest cost to inmate per service with Commission as indicated.

RESPONSE TABLES

TABLE 1
INMATE TELEPHONE COLLECT CALL SERVICES

<table>
<thead>
<tr>
<th>Call Type</th>
<th>No. of Calls</th>
<th>No. of Billed Minutes</th>
<th>Cost per Call</th>
<th>Cost per Minute</th>
<th>Total Service Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Calendar Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Exchange</td>
<td>25,980</td>
<td>324,166</td>
<td></td>
<td>($1.20 Maximum)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($1.20 Maximum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intra-LATA</td>
<td>242,954</td>
<td>2,900,664</td>
<td></td>
<td>($1.20 Maximum)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($1.20 Maximum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inter-LATA</td>
<td>91,948</td>
<td>1,266,667</td>
<td></td>
<td>($1.50 Maximum)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($1.50 Maximum)</td>
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<tr>
<td>TOTAL COST</td>
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TABLE 2
INMATE TELEPHONE DEBIT CALL SERVICES

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<tr>
<th>Call Type</th>
<th>No. of Calls</th>
<th>No. of Billed Minutes</th>
<th>Cost per Call</th>
<th>Cost per Minute</th>
<th>Total Service Cost</th>
</tr>
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<tbody>
<tr>
<td>Local Exchange</td>
<td>63,525</td>
<td>773,511</td>
<td></td>
<td>($1.20 Maximum Quote)</td>
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<td></td>
<td></td>
<td></td>
<td>($1.20 Maximum Quote)</td>
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<td></td>
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<tr>
<td>Intra-LATA</td>
<td>673,454</td>
<td>7,163,532</td>
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# TABLE 3
**PAY TELEPHONE CALL SERVICES**

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<th>Call Type</th>
<th>No. of Calls</th>
<th>No. of Billed Minutes</th>
<th>Cost per Call</th>
<th>Cost per Minute</th>
<th>Total Service Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Exchange</td>
<td>73,090</td>
<td>931,466</td>
<td>$_____________ ($0.50 Maximum Quote)</td>
<td>$_____________ (First 5 minutes, no charge; $0.10 Maximum Quote for Additional Minutes)</td>
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<tr>
<td>Intra-LATA</td>
<td>16,079</td>
<td>139,719</td>
<td>$_____________ ($0.50 Maximum Quote)</td>
<td>$_____________ ($0.15 Maximum Quote)</td>
<td>$_____________</td>
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<tr>
<td>Inter-LATA</td>
<td>9,501</td>
<td>23,286</td>
<td>$_____________ ($0.50 Maximum Quote)</td>
<td>$_____________ ($0.25 Maximum Quote)</td>
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**TOTAL COST** $_____________

**TOTAL COST OF SERVICES** Table 1, Table 2 & Table 3 $_____________
# Vendor Service Cost Proposal

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<thead>
<tr>
<th>Services</th>
<th>Inmate</th>
<th>Price not to Exceed</th>
<th>Commission</th>
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<tr>
<td>Commissary/Canteen Order (each)</td>
<td>$</td>
<td>No Charge</td>
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</tr>
<tr>
<td>Movie (each)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Games (each)</td>
<td>$</td>
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<tr>
<td>MP Song (each)</td>
<td>$</td>
<td>$2.00 per song</td>
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<tr>
<td>Books (each)</td>
<td>$</td>
<td>$3.50</td>
<td>$0.20</td>
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<tr>
<td>Email Message (each)</td>
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<td>$0.60</td>
<td>$0.05</td>
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<tr>
<td>E-Cards (each)</td>
<td>$</td>
<td>$3.50</td>
<td>$0.05</td>
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<tr>
<td>Video Message (recorded) (each)</td>
<td>$</td>
<td>$1.00</td>
<td>$0.10</td>
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<tr>
<td>Video Visit (live)</td>
<td>$</td>
<td>$10.00</td>
<td>$1.50</td>
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<tr>
<td>Include length of visit in minutes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inmate Request/Grievance (each)</td>
<td>$</td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td>Informational Svc (each)</td>
<td>$</td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Banking Deposit (Public)</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Cash</td>
<td>$3.50</td>
<td>$0.50</td>
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<tr>
<td>- Debit/Credit</td>
<td>$7.00</td>
<td>$0.50</td>
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<tr>
<td><strong>Banking Deposit (Online)</strong></td>
<td>$</td>
<td></td>
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<tr>
<td>- to $20.00</td>
<td>$4.00</td>
<td>$0.50</td>
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<tr>
<td>- $20 to $100</td>
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<td>- $100 to $200</td>
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<td>- $200 to $300</td>
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<tr>
<td><strong>Banking Deposit (Visiting Room)</strong></td>
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<td>- to $5000</td>
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<tr>
<td><strong>Restitution/Fine Payment (Online)</strong></td>
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<td><strong>Pre-Paid Exit Card</strong></td>
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<td>$3.50 per month</td>
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<td><strong>Education Services</strong></td>
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<td>High School Equivalency</td>
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<td>Vocational Offering</td>
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<td>$15 Cap</td>
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<td><strong>Vocational Offering</strong></td>
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<td><strong>Hardware</strong></td>
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<tr>
<td>Type (include MB Capacity)</td>
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<tr>
<td>Audio Device:_________________ (each)</td>
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<tr>
<td>Audio Device:_________________ (each)</td>
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<tr>
<td>Audio Device:_________________ (each)</td>
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<tr>
<td>Tablet 4.3” (1)</td>
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<tr>
<td>Tablet 7” (1)</td>
<td>$</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
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*Vendors should include both a purchase price and a lease price for hardware.

Hardware should at a minimum allow for 4GB of memory for audio devices.

Current population has access to 8GB audio devices.

Current Rate $59.99 for 8GB MAXX MP4 Pro not including accessories (ear buds, adapter, screen protector, batteries and keyboard)

Vendors may offer other services that are not included in the RFP for the State’s consideration.

RFP 1900-17 Pay Telephone, Inmate Telephone And Inmate Kiosk/Tablet Solution Services
VENDOR CONTACT INFORMATION:
The following information is for this office to be able to contact a person knowledgeable of your submission, and who can answer questions regarding it:

____________________________________ ______________________ ______________________
Contact Person      Telephone Number  Toll Free Telephone Number

__________________________________________  ______________________________
Fax Number      E-mail Address   Company Website

Vendor Company Name ____________________________  DUNS #

Note: To be considered, submission must be signed and notarized on front cover sheet in the space provided.

ATTACHMENTS
A: Pay Telephone Locations
B: Sample Posting
C: Required Reports
D: Sample Inmate Telephone Usage Report
E: Criminal Justice Information Services Security Addendum form;
F: Prison Rape Elimination Act (PREA) of 2003, PREA Acknowledgment form
G: NHDOC Administrative Rules, Conduct and Confidentiality of Information forms
H: Vendor acknowledgement of PPD 5.08
I. Form P-37 Contract Sample
## ATTACHMENT A

**PAY TELEPHONE LOCATIONS**

All Locations are Subject to Change

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
<th>CUSTOMER AGENCY</th>
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<th>ADDRESS_2</th>
<th>CITY</th>
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<tr>
<td>6034366033</td>
<td>BUS TERMINAL</td>
<td>185 GRAFTON DR</td>
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<td>Individual's Under Supervision/Custody</td>
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<td>TRANSPORTATION, DEPT OF</td>
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<td>DOVER BUS STATION</td>
<td>DOVER</td>
</tr>
<tr>
<td>6034212942</td>
<td>TRANSPORTATION, DEPT OF</td>
<td>BUS TERMINAL</td>
<td>185 GRAFTON DRIVE INSIDE</td>
<td>LONDONDERRY</td>
</tr>
<tr>
<td>6034336033</td>
<td>TRANSPORTATION, DEPT OF</td>
<td>BUS TERMINAL</td>
<td>185 GRAFTON DRIVE OUTSIDE</td>
<td>PORTSMOUTH</td>
</tr>
<tr>
<td>6034362009</td>
<td>TRANSPORTATION, DEPT OF</td>
<td>BUS TERMINAL</td>
<td>185 GRAFTON DRIVE OUTSIDE</td>
<td>PORTSMOUTH</td>
</tr>
<tr>
<td>6035793615</td>
<td>TRANSPORTATION, DEPT OF</td>
<td>8 N SOUTHWOOD DR</td>
<td>PARK &amp; RIDE</td>
<td>NASHUA</td>
</tr>
<tr>
<td>6032868179</td>
<td>TRANSPORTATION, DEPT OF</td>
<td>I-93</td>
<td>SANBORNTON REST AREA SOUTHBOUND</td>
<td>SANBORNTON</td>
</tr>
<tr>
<td>6038981321</td>
<td>TRANSPORTATION, DEPT OF</td>
<td>BUS TERMINAL</td>
<td>SALEM</td>
<td></td>
</tr>
<tr>
<td>6038682416</td>
<td>UNH TRAIN STATION</td>
<td>50 COLLEGE RD</td>
<td>DURHAM</td>
<td></td>
</tr>
</tbody>
</table>

Average Projected Individual Population as of December 1, 2016:

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Individual's Under Supervision/Custody</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern Area</td>
<td>1634</td>
</tr>
<tr>
<td>Northern Area</td>
<td>653</td>
</tr>
<tr>
<td>Community Corrections</td>
<td>300</td>
</tr>
<tr>
<td>Field Services (Parole &amp; Probation)</td>
<td>6381</td>
</tr>
</tbody>
</table>
ATTACHMENT B
SAMPLE POSTING

INMATE TELEPHONE SERVICES

<table>
<thead>
<tr>
<th>DIALING INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick up phone</td>
</tr>
<tr>
<td>Press 1 for English</td>
</tr>
<tr>
<td>Press 0 to make a call or 1 for instructions</td>
</tr>
<tr>
<td>Enter identification #; Dial 0 + Area code + number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSTRUCCIONES PARA MARCAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Levante el telefono</td>
</tr>
<tr>
<td>Para Espanol marque 2</td>
</tr>
<tr>
<td>Para una llamada de cobrar marque el 0 o marque 1 para instrucciones</td>
</tr>
<tr>
<td>Marque su numero de identificacion, marque 0 y la area de codigo y numero de telefono</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LE CONSIGNE SELECTIONNANT</th>
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<tbody>
<tr>
<td>-Decroché le téléphone</td>
</tr>
<tr>
<td>Pressé numero 3 pour Francais</td>
</tr>
<tr>
<td>Pressé numero 0 pour frais virés où Pressé numero 1 pour des instructions</td>
</tr>
<tr>
<td>Entré l’ identification #, choisi 0 + Indicatif + Le Nombre</td>
</tr>
</tbody>
</table>
SAMPLE INMATE TELEPHONE TROUBLE REPORT

Campus: ____________________________

Report: Date: ___________ Time: _______ Person Filing: ____________________________

Location of Phones(s) Experiencing Trouble: ______________________________________

Description of Trouble: _______________________________________________________

PRIORITY LEVEL 2
(4 hour response after notification)
One entire housing area (full telephone bank) is not operational [ ]

TO BE COMPLETED BY CONTRACTOR

Description of Repair to Correct Problem: _______________________________________

Date Tech on Site: ________________ Time Tech on Site: __________

Date Trouble Cleared: ________________ Time Trouble Cleared: __________

Tech Signature: ____________________________

Form shall be provided in duplicate.
One copy to remain with site contact.
One copy to be retained by Vendor.
### SAMPLE REPORT #1

**STATE OF NEW HAMPSHIRE INMATE SERVICES**  
**SUMMARY OF COSTS BY LOCATION**  
April 1, 2013 through April 30, 2013

<table>
<thead>
<tr>
<th>Location</th>
<th>No. of Phones</th>
<th>Income</th>
<th>FCC Charges and Taxes</th>
<th>Average Income per Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concord State Prison for Men</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Campus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goffstown Women’s Prison</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Berlin Northern New Hampshire</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Correctional Facility</td>
<td></td>
<td></td>
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<tr>
<td>Totals</td>
<td></td>
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</tbody>
</table>
## SAMPLE REPORT #2

### STATE OF NEW HAMPSHIRE INMATE SERVICES

**SUMMARY OF CALLS BY LOCATION**

April 1, 2013 through April 30, 2013

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Gross Revenue</th>
<th>FCC Charges and Taxes</th>
<th>No. Calls</th>
<th>No. Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
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</tbody>
</table>
SAMPLE VENDOR REPORTS FOR TELEPHONE USAGE
(Continued)

STATE OF NEW HAMPSHIRE INMATE SERVICES
SUMMARY OF SERVICES FOR CONCORD PRISON FOR MEN CAMPUS
April 1, 2013 through April 30, 2013

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Gross Revenue</th>
<th>FCC Charges and Taxes</th>
<th>No. Calls</th>
<th>No. Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
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<tr>
<td>Bill to Can.</td>
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</tbody>
</table>
The following pages contain the legal authority, purpose and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).
FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI’s Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, shall provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI’s CHRI systems.

The FBI shall develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum shall include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum shall make clear that access to CHRI shall be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:
§ 20.33 Dissemination of criminal history record information.
a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
Attachment E continued.…

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director’s designee). This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to ensure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.
The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB). This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA shall ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor shall maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:
   a. Investigate or decline to investigate any report of unauthorized use;
   b. Suspend or terminate access and services, including telecommunications links.

The FBI shall provide the CSO with timely written notice of the suspension. Access and services shall be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

8/4/2014 CJISD-ITS-DOC-08140-5.3 H-6
_attachment e continued...

federal bureau of investigation criminal justice information services
security addendum certification

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

printed name/signature of contractor employee date
printed name/signature of contractor representative date
organization and title of contractor representative

8/4/2014 CJISD-ITS-DOC-08140-5.3 H-7
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): ___________________________ Date: ______________
(Name of Contract Signatory)
Signature: ________________________________
(Signature of Contract Signatory)
ATTACHMENT G

NHDOC ADMINISTRATIVE RULES, CONDUCT AND CONFIDENTIALITY OF INFORMATION FORMS

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, projectors or similar items designed to be projected against a person, animal or target.

d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.

f) Any intoxicating beverage.

g) Sums of money or negotiable instruments in excess of $100.00.

h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.

i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):

j) Knives and knife-like weapons, clubs and club-like weapons, tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,

(2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,

(3) pornography or pictures of visitors or prospective visitors undressed,

(4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,

(5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,

(6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,

(7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

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

All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to ensure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to ensure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

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.

Name Signature Date
Witness Name Signature Date
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
   a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
   b. Giving or selling of anything
   c. Accepting or buying anything

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

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you shall 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 shall not be tolerated in the workplace. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and shall be subject to removal for failing to do so.

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 shall 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.

____________________________ _____________
Name Signature    Date

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

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections’ employ approaches any of the our organization’s employees or subcontractors and requests information, the staff/employees of the organization I represent shall 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.

____________________________  _____________
Name Signature             Date

_________________________  _____________
Witness Name Signature     Date
I. PURPOSE:
   To establish a policy governing staff personal property in the secure perimeter of prison facilities.

II. APPLICABILITY:
   To all departmental personnel at the NHSP-M, SPU/RTU, NNHCF, and NHSP-W.

III. POLICY:
   It is the policy of the Department of Corrections that only approved personal property may be brought by staff into the secure perimeter of prison facilities. The secure perimeter for each facility shall be designated by the facility Warden, except for the SPU/RTU which shall be designated by the Director of Medical and Forensic Services.

   A. Employees who work inside the secure perimeter of a prison facility are required to ensure that prohibited items are not brought into their respective work areas. Non-compliance with this or any other departmental policy may subject the employee to disciplinary action.

   B. Staff personal property permitted into the secure perimeter of departmental facilities is limited to only that personal property required for activities for daily living.

C. PERMITTED personal items are:
   1. Hygiene Items to include but are not limited to the following:
      i. Tooth Brush
      ii. Tooth Paste
      iii. Dental Flossers
      iv. Hand Sanitizer
      v. Hand Soap (Liquid)
      vi. Comb
      vii. Brush
      viii. Feminine Products
   2. Coffee cup (metal or plastic);
   3. Thermos;
   4. Small or medium lunch box/container made of fabric or plastic (no larger than 30 quart) holding see-through bags and/or containers;
   5. Eating utensils (plastic);
   6. Pens/Pencils
   7. Cuff Key (Security Staff Only)
   8. Clear Backpack
   9. AM/FM Radio (no headphones/ear buds/compact disks)
10. Sunglasses
11. Purse/wallet with no more than $100.00 in cash;
12. Prescribed and over-the-counter medications – no more than a one day supply and in a properly labeled prescription bottle/container (obtained from the pharmacy). (COR 306.01 Contraband).

D. Prohibited personal items include, but are not limited to:
1. Weapons of any kind;
2. Office Supplies e.g.:
   i. Scissors;
   ii. Letter openers;
   iii. Glue; and
   iv. Clip boards, etc.;
3. Backpacks;
4. Cell phones/smart phones;
5. Glass containers (except for coffee pots or microwave carousels);
6. Chewing gum;
7. Any computer equipment i.e. personal computers/laptops/tablets/readers/routers, etc. (unless approved through appropriate IT authorization);
8. External data storage devices e.g. flash drives (unless approved through appropriate IT authorization);
9. Any device capable of accessing the internet or creating an internet hotspot;
10. Televisions/CD/Cassette/MP3 players;
11. Personal furniture;
12. Personal photos;
13. Cleaning chemicals/air fresheners;
14. Tools of any type;
15. Multi-compartment bags
16. Tobacco products;
17. Lighters/matches;
18. Electronic “E” Cigarettes
19. Candles;
20. Metal flatware (forks, knives, spoons).
21. Umbrellas
22. Personal Heaters
23. Personal Cookware (crockpots, skillets, grills, etc.)

E. Staff are not permitted to possess or store additional clothing (including uniforms) in areas of a facility where SHU, CCU, SPU, RTU or general population inmates live, work or recreate.

F. Duffle/Gym Bags may be brought into the staff exercise/shower areas, but may not be brought into areas where SHU, CCU, SPU, RTU or general population inmates live, work or recreate.

G. Items such as coffee makers, toaster ovens and microwave ovens are not permitted for individual use. They may however be purchased or donated for group use.

H. Requests for exceptions to this policy may be directed to the Warden of the facilities, or in the SPU/RTU to the Director of Medical and Forensic Services, in writing, stating the cause of the need, and granted in writing by the warden on an individual basis where these items may be required in the performance of their particular duties or are necessary for maintaining good health.

IV. PROCEDURES:
A. Any person or property on Department of Corrections’ facility grounds is subject to search to discover contraband pursuant to New Hampshire Administrative Rule COR 306
B. Routine Property Inspections (PPD5.59)

All containers, boxes, bags, purses, brief cases, lunch boxes and carry-ins entering or leaving any prison at all approved and manned ingress and egress points shall be presented to the Corrections Officer on duty for inspection. Any person who refuses such inspection shall:
1. If entering, not be allowed to enter the prison.
2. If leaving, the property shall not be allowed to leave the prison and/or the person may be detained.
C. Any staff member refusing to permit the searching of his/her personal items may be subject to disciplinary action.

REFERENCES:
Standards for the Administration of Correctional Agencies
Second Edition Standards
Standards for Adult Correctional Institutions
Fourth Edition Standards
Standards for Adult Community Residential Services
Fourth Edition Standards
Standards for Adult Probation and Parole Field Services
Third Edition Standards

Other
State of New Hampshire Revised Statute 622:24-25
State of New Hampshire Administrative Rule Cor 306.01
NH DOC PPD 5.22 Contraband Introduction, Prevention and Detection
NH DOC PPD 11.01 Information Technology Hardware and Network Resource Management
KENCH/clr
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**

<table>
<thead>
<tr>
<th>1. Identification.</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of, County of</td>
<td></td>
</tr>
</tbody>
</table>

On , 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

1.14 State Agency Signature

1.15 Name and Title of State Agency Signatory

Date:

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:

1.18 Approval by the Governor and Executive Council

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”).

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RFP 1900-17 Pay Telephone, Inmate Telephone And Inmate Kiosk/Tablet Solution 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 shall 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, memorandum, 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 EXHIBITA.

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. 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 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

14.2 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.

14.3 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.

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, 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.

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 shall 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.