

STATE OF NEW HAMPSHIRE
DEPT. OF ADMINISTRATIVE SERVICES
DIV. OF PLANT AND PROPERTY MANAGEMENT
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301

DATE: 6/20/12

NOTICE OF CONTRACT
EXTENSION

CONTRACT: INMATE AND PAY TELEPHONE SERVICES

CONTRACT NO.: 8001227

NIGP CODE: 915

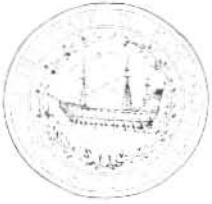
VENDOR: IC SOLUTIONS VDR # 172928
2200 DANBURY ST.
SAN ANTONIO, TX 78217

CONTACT PERSON: BRENDAN PHILBIN
CELL PHONE: 866 228-4040
FACSIMILE: 210 693-1016
E-MAIL: bphilbin@icsolutions.com

EFFECTIVE FROM: AUGUST 22, 2012 THROUGH: FEBRUARY 22, 2013

USAGE: THIS CONTRACT IS FOR USE BY DEPT. OF CORRECTIONS AND FOR PAYPHONE INSTALLATIONS THROUGH THE DEPARTMENT OF SAFETY, TELECOMMUNICATIONS SECTION

Questions: Bob Lawson, Purchasing Agent
Phone: 603-271-3147
Facsimile: 603-271-2700
E-Mail: bob.lawson@nh.gov



State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

May 16, 2012

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

6/20/2012

REQUESTED ACTION

Authorize the Department of Administrative Services to amend the current contract with Inmate Calling Solutions, LLC, d/b/a IC Solutions, (Vendor Code 172928), San Antonio, Texas 78217, originally approved by Governor and the Executive Council May 16, 2007, item #17, for Inmate and Pay Telephone Services by extending the completion date six months, from August 22, 2012 to February 22, 2013, upon Governor and Executive Council approval with no additional funding required.

EXPLANATION

This contract provides for IC Solutions to install and operate a Collect-Call Telephone system for inmate usage at Correctional facilities throughout the State. It also provides for IC Solutions to install and operate some 200 plus or minus pay telephones at State locations throughout the State. This requested amendment will extend the term of the contract for six months to allow sufficient time to complete a new bid process and to allow time for a new vendor to install and connect all new equipment.

No State funds will be expended for this contract. The State will receive \$27,000 for each of the six months from the contractor. These funds will be deposited into the Inmate Recreational Fund. In return the contractor will obtain revenues from phone calls made by the inmates.

The State will also receive 20% of gross call cost for all the pay telephone services and the contractor will retain the balance in compensation of services provided. Payments to the State will go to the Agency that provides the phone. For example, payments for phones located at State parks would go to DRED.

All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

CERTIFICATE OF AUTHORITY


OF

**Inmate Calling Solutions, LLC
d/b/a ICSolutions**


I, Timothy P. McAteer, President and General Manager of Inmate Calling Solutions, LLC, a limited liability company ("Company") organized and existing under the laws of the State of California and authorized to conduct business by the Office of the Secretary of State of New Hampshire, hereby certify as follows:

The Vice President of the Company is duly authorized to execute and deliver contracts and other instruments including, without limitation, any agreement for Inmate and Pay Telephone Services, or extensions thereof, between the State of New Hampshire, or any of its agencies or divisions, on behalf of the Company.

The following person is a duly elected, qualified and acting Vice President of the Company, serves in such capacity, and his/her signature below is genuine:


NAME	SIGNATURE	DATE
<u>Brendan Philbin</u>		<u>4/24/12</u>

IN WHITNESS THEREOF, I have signed this Certificate of Authority on: 4/24/12

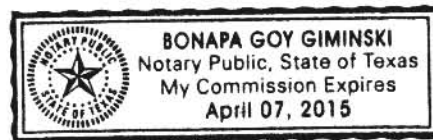


Timothy P. McAteer, President & General Manager

Subscribed and sworn to (or affirmed) before me on the 24th day of April, 2012, and proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Bonapa Goy Giminski, Notary Public
Bexar County, Texas.
My commission expires: April 7, 2015.



**FIRST AMENDMENT
TO
INMATE AND PAY TELEPHONE SERVICES CONTRACT**

It is hereby agreed that the Inmate and Pay Telephone Services contract approved by Governor & Executive Council on May 16, 2007, and herein referred to as the "Agreement" between Inmate Calling Solutions, LLC, DBA/IC Solutions as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

1. Delete in its entirety Form Number P-37, item 1.6 Completion Date and substitute the following:
1.6 Completion Date: February 22, 2013.
2. Add to Exhibit B, Pricing, Item 6 the following row in the table.

Months From Contract Initiation	Payment Dates	Monthly Payment to State
61-67	23 rd of Each Month from September 2012 through February 22, 2013	\$27,000.00

3. All other provisions of the Agreement, approved by Governor and Council on May 16, 2007, shall remain in full force and effect.

**INMATE CALLING SOLUTIONS, LLC,
DBA/IC SOLUTIONS**

By: *Brendan Philbin*

BRENDAN PHILBIN
(Print Name)

Title: Vice President

Date: 4-24-12

STATE OF NEW HAMPSHIRE

By: *Linda M. Hodgdon*

Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5/4/12

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 24 day of APRIL, 2012,
There appeared before me, the state and county
foresaid a person who satisfactorily identified
himself as

BRENDAN PHILBIN

And acknowledge that he executed this
document indicated above.

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

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

My commission expires:
4/7/15
(Date)

OFFICE OF THE ATTORNEY GENERAL

By: *Rosemary Wiant*

Rosemary Wiant
(Print Name)

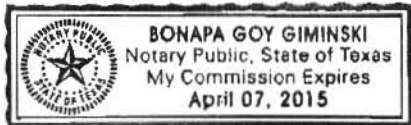
Title: Assistant Attorney General

Date: 5-11-12

The foregoing contract was approved by the
Governor and Council of New Hampshire on
JUN 20 2012

Signed: *[Signature]*

(Print Name)
DEPUTY SECRETARY OF STATE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2012

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

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

PRODUCER (314) 919-1231 Wells Fargo Insurance Services USA, Inc 1401 South Brentwood Boulevard, Suite 625 St. Louis, MO 63144	CONTACT NAME: Maureen Youngblood PHONE (A/C, No, Ext): (314) 919-3075 E-MAIL ADDRESS: maureen.youngblood@wellsfargo.com	FAX (A/C, No): 314-919-1101
	INSURER(S) AFFORDING COVERAGE	
INSURED Inmate Calling Solutions, LLC dba ICSolutions 2200 Danbury Street San Antonio, TX 78217	INSURER A: Great Northern Insurance Company	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Executive Risk Indemnity	35181
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 4227065 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	7321-00-90	01/1/12	01/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC											
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		7321-00-92	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		7165-55-50	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
						C	Professional Liability		8208-3524	01/01/12	01/01/13	\$2,000,000 Each Claim \$2,000,000 Aggregate \$25,000 Retention

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

80-02-2367 8/04 Project: As on file with the insured. The State of New Hampshire is named as additional insured on General Liability policy per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Administrative Services
Purchasing Agent, Robert Lawson or his/her Successor
Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE



Liability Insurance

Endorsement

Policy Period 01/1/12 TO 01/01/13
Effective Date 01/1/12
Policy Number 7321-00-90
Insured Inmate Calling Solutions, LLC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued 01/1/12

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

Any person(s) or organization(s) where required by written contract

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
04/23/2012

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: stlouis.cortocqst@marsh.com 212-948-0811	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Casualty Company		20443	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A: Continental Casualty Company		20443																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
CENTR-SIND-UMB-12-13 INSURED Inmate Calling Solutions, LLC dba ICSolutions 2700 Danbury Street San Antonio, TX 78217																					

COVERAGES **CERTIFICATE NUMBER:** CIII 004417143 02 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENRAL AGGREGATE \$ PRODUCTS COMP/OP ACC \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$			L4012483245	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 SIR \$ 100,000 WC STATUTORY LIMITS OTH ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of New Hampshire is included as an Additional Insured under the above-noted Umbrella Liability policy where required by contract.

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Purchasing Agent, Robert Lawson or his/her Successor Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Inmate Calling Solutions, LLC, a(n) California limited liability company registered to do business in New Hampshire on June 7, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April, A.D. 2012

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

William M. Gardner
Secretary of State

Texas ICS Holding, LLC

Texas ICS Holding, LLC ("TX-ICS"), a Texas limited liability company, hereby transfers and assigns all of its rights and obligations under that certain Inmate and Pay Telephone Services contract approved by Governor and Council on May 16, 2007 (the "Contract"), which was initially assigned to TX-ICS on July 8, 2009, to Inmate Calling Solutions, LLC, a California limited liability company ("ICS").

Texas ICS Holding, LLC, by:



Michael R. Smith, President

Inmate Calling Solutions, LLC, by:



Michael R. Smith, President

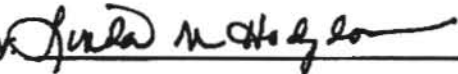
State of New Hampshire
Dept. of Administrative Services
Office of the Commissioner

The N.H. Dept. of Administrative Services hereby conditionally consents to the foregoing assignment.

This consent to assignment is conditioned upon ICS assuming full responsibility for performance of the entire Contract including, but not limited to, any and all obligations *and liabilities* under the Contract for the full term thereof.

8/5/10 8/5/10

Subject to the conditions contained herein, this contract assignment shall be effective July 1, 2010.

By 

Linda M. Hodgdon, Commissioner
Name & Title

8/5/10
Date

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

CONSENT TO ASSIGNMENT

The N.H. Department of Administrative Services ("State") hereby conditionally consents to Inmate Calling Solutions, LLC, d/b/a IC Solutions assignment of the Inmate and Pay Telephone Services contract approved by Governor and Council on May 16, 2007 to Texas ICS Holdings, LLC.

This consent to assignment is conditioned upon Texas ICS Holdings, LLC assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract for the full term of the contract.

Subject to the conditions contained herein, this contract assignment shall be effective July 8, 2009

By: Linda M. Hodgdon

Name: Linda M. Hodgdon, Commissioner

Date: 7/24/09



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol Street
Concord, New Hampshire 03301

6/12

DONALD S. HILL
Commissioner
(603) 271-3201

April 16, 2007

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Inmate Calling Solutions, LLC, d/b/a IC Solutions of San Jose, CA, Vendor Code #128309 for Inmate and Pay Telephone Services. The term of this contract is 60 months beginning August 23, 2007 and ending on August 22, 2012.

EXPLANATION

This contract will provide for the replacement of all existing inmate telephones and equipment in correctional facilities rectifying existing intermittent operations. It also reduces call charges per the incumbent contractor from \$2.20 for in state and \$2.45 for out of state five minute calls to \$1.70 for in state and \$1.70 for out of state five minute calls, reflecting an approximate 27% call cost reduction.

The contract additionally provides the Department of Corrections a consistent income in support of the Inmate Recreational Fund. Inmate Calling Solutions shall pay the Department of Corrections \$1,356,000 for inmate calling services over a 60 month period per the following schedule.

Start/End Dates	Monthly Payment to State
September 23, 2007 through August 23, 2009	\$20,000
September 23, 2009 through August 23, 2010	\$23,000
September 23, 2010 through August 22, 2012	\$25,000

Additional payments shall be made to the State at the rate of 20% of gross call cost for pay telephone services. Estimated benefit to the State is \$109,000 over the period of the contract.

Bids were solicited from various inmate and pay telephone companies as noted below. Awards were determined based on lowest annual calling cost as indicated.

Vendor	Cost of Services
ICSolutions	\$ 1,519,605.40
Evercom	\$ 1,563,794.74
PCS	\$ 1,599,429.29
Encartel	\$ 1,748,792.00
GTL	\$ 1,945,553.70
Inmate Telephone Inc.	\$ 2,026,679.10

Respectfully Submitted,

Donald S. Hill
Commissioner

DSH/DL/dlr

FAX: 603-271-6600

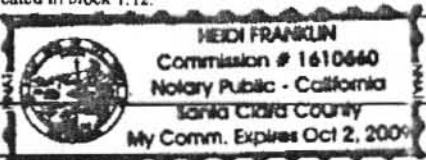
TDD Access: Relay NH 1-800-735-2964

Subject: Inmate and Pay Telephone Services

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions			
1.1 State Agency Name Department of Administrative Services	1.2 State Agency Address 25 Capitol Street Room 408 Concord NH 03301		
1.3 Contractor Name Inmate Calling Solutions, LLC d/b/a IC Solutions	1.4 Contractor Address 5883 Rue Ferrari, San Jose, CA 95138		
1.5 Account No.	1.6 Completion Date August 22, 2012	1.7 Audit Date	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Dennis J. Leclerc		1.10 State Agency Telephone Number 603/271-2888	
1.11 Contractor Signature <i>Brendan Philbin</i>	1.12 Name & Title of Contractor Signor <i>Brendan Philbin, VP & C.O.O.</i>		
1.13 Acknowledgment: State of <i>CA</i> , County of <i>Santa Clara</i> On <i>2/26/07</i> 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) <i>[Signature]</i> <i>2/26/07</i>			
1.13.2 Name & Title of Notary or Justice of the Peace: <i>Heidi Franklin</i>			
1.14 State Agency Signature(s) <i>Donald S. Hill</i>	1.15 Name/Title of State Agency Signor(s) Donald S. Hill Commissioner Administrative Services		
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>4/27/07</i>			
1.18 Approval by the Governor and Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE MAY 16 2007			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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.

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 or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

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 ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.1 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; and

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; and

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

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

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

9.2 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

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

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE AND BOND.

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

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

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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.

GLOSSARY OF TERMS

Terms used in this document are defined as follows:

Acceptance	The time at which services have been certified by the Contractor and State as meeting all operational requirements, and the Contractor'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.
Contractor Employee	Any individual employed by or subcontracted to a Contractor providing services to the State.
Cutover	The transfer of services from existing Contractor services to new Contractor 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
PUC	State of New Hampshire Public Utilities Commission
Repairs	Services initiated through trouble reports to Contractors and resulting corrections.
Replacement Services	Services replacing incumbent contractor services.
State	The State of New Hampshire
Telephone Bank	Any grouping of two or more telephones within a single room or area of any location.

EXHIBIT A

1 GENERAL INFORMATION

1.1 General Overview

The intent of this contract is to insure the provisioning of Inmate Telephone Services at all State Prisons and Pay Telephones at a number of State government locations. No costs shall be directed to the State. The Contractor shall provide all facilities, equipment, and related services. Contractor shall provide Pay Telephone commission to the State based on gross charges exclusive of taxes and federal fees.

1.1.1 Service Locations

Inmate Collect-Call telephones shall be installed at State Prison facilities including the State Prison for Men on 281 North State Street in Concord, Shea Farm on 60 Iron Works Road in Concord, the State Prison for Women located on 317 Mast Road in Goffstown, the Lakes Region Facility located on 1 Right Way Path in Laconia and the Northern New Hampshire Correctional Facility in Berlin. Additional locations and phones may be added or deleted at any time due to the opening, expansion or closing of prisons.

At a minimum, 142 locations shall be provisioned with 236 pay telephones. Locations include owned and leased space throughout geographic New Hampshire. The Contractor shall review sites, record telephone numbers, verify telephone locations and report back to the State with all such information.

1.1.2 Confidential Information

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

1.1.3 Service Coordination

All services shall be coordinated directly through the State. The administrating office address is:

Dept. of Administrative Services, Telecommunications Section
Room 405
25 Capitol Street
Concord, NH 03301
Telephone 603-271-2888
Fax: 603-271-1115

1.2 Licenses and Registrations

Contractor must have and retain all licenses, registrations and permits required by Federal and State laws for performance of this contract.

1.3 Contractor Responsibility

The Contractor shall be solely responsible for meeting all terms and conditions specified in this contract. All subcontractors shall be approved by the State prior to commencement of any services related to the State.

1.4 Insurance

Contractor shall furnish to the State throughout the duration of the contract, insurance certificates for coverage as defined contract Paragraph 14. Insurance and Bond and as modified in Exhibit C.

1.5 Installation Completion and Certificate of Completion

Contractor shall complete the installation of all services on or prior to August 22, 2007. The Contractor shall provide a Certificate of Completion confirming that all equipment has been installed and services verified on or before August 28, 2007.

1.6 Performance Bond

The Contractor shall furnish the state with a performance bond in the amount of \$100,000 within fifteen (15) days of the Governor and Council submission date. The contractor shall bear the full expense and the annual premiums for the performance bond. If such is not provided, the contract shall be terminated.

The performance bond shall be in a form and substance satisfactory to the state. The performance bond shall be maintained by the Contractor, in full force and effect for the duration of the contract and any extensions thereof. The

Contractor or any of its sureties shall not be released from their obligations under the performance bond from any extension of time or termination of the contract.

The performance bond shall be issued by a licensed insurance company authorized to do business in the state of New Hampshire and made payable to the State of New Hampshire. The performance bond shall contain the contract number and dates of performance

The performance bond shall secure the performance of the Contractor under the Contract, and shall secure any damages, cost or expenses resulting from the Contractor's default in performance or liability caused by the contractor. Performance bond proceeds may also be applied to the Contractor's liability for any administrative costs, and/or excess costs incurred by the State in obtaining other products or services to replace these terminated as a result of the Contractor's default. In addition to this stated liability, the state may seek other remedies.

The State reserves the right to review the performance bond and to require the Contractor to substitute a more acceptable performance bond in such form(s) as the State deems necessary prior to acceptance of the bond.

1.7 Public Information

Contractor hereby acknowledges that all information relating to this contract (including but not limited to fees, agreements and prices) are subject to the laws of the State of New Hampshire regarding public access.

1.8 News Releases

Public announcements or news releases pertaining to this contract must not be made without prior written approval of the State.

2 SCOPE OF SERVICES

The Contractor shall provide both Inmate Telephone and Pay Telephone services. Items under 2.1 are common to both services while items under 2.2 are specific to Inmate Telephone services and items under 2.3 are specific to Pay Telephones. The Contractor must include any equipment and facilities required for the services to perform as specified within.

2.1 Common Requirements

2.1.1 Scope

Contractor shall provide complete "turn key" services, requiring no items ordered or provided by the State. The Contractor shall obtain all Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet contract requirements. The Contractor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the Contractor. The State shall not be responsible for any costs related to service. The State shall not provide labor, equipment or facilities to implement and maintain services. The total quantity of services will vary. No guarantee of service quantity is given or implied. Services locations may be added or deleted by the State at any time.

2.1.2 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, interLATA and intraLATA transport. The Contractor shall coordinate all activities with existing Contractors in order to maintain a smooth transition of uninterrupted service.

2.1.3 Travel Expenses

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

2.1.4 Equipment

The Contractor shall retain ownership of all equipment throughout the duration of the contract. All equipment and services shall remain in operation from the commencement of the contract to the initiation of a future contract. The State shall bear no costs for the installation of new services, or the removal and transfer of existing services.

2.1.4.1 Systems Environment

Contractor supervisory and switching equipment must be environmentally protected or environmentally hardened. Inmate telephone equipment may be placed within prison buildings. Such locations will be heated but not air-conditioned. Space is limited to the location of current equipment. No special consideration shall be given to Contractor equipment.

Telephones may be located inside or outside of buildings. Telephones must be designed to withstand limited protection from adverse conditions.

2.1.4.2 Equipment Installation

All wiring and connections to the Contractor equipment shall be made using Contractor supplied cable and facilities. The Contractor shall provide all materials required to install receptacles and wiring. Existing cable and pairs owned by the State may be used where available, but installation shall not interrupt or place in jeopardy any existing services or equipment. All equipment installed by the Contractor must be new or like new refurbished equipment, fully functional and new in appearance. Any and all incumbent contractor or subcontractor equipment used for service delivery under this contract shall be replaced or removed and manufacturer refurbished. All telephones, switches and equipment must be removed and refurbished in order to be compliant with this requirement.

Contractor shall provide a complete inventory to the State, including all equipment and telephones used, inclusive of make, model, definition (inmate phone, pay phone, switch, etc.), enclosure and location of equipment after installation. Inventory shall be electronic, compatible with MS Excel software. Inventory shall be updated on a yearly basis, with reports due on August 28, 2007 and July 1 of each succeeding year of the contract and any extension thereof.

2.1.4.3 Installation Guidelines and Schedules

The Contractor must provide and install equipment on sites with limited space provisions. The Contractor shall install equipment at incumbent contractor equipment locations and cut over services prior to the removal of existing equipment.

2.1.4.4 Shipping and Delivery

All equipment shall be delivered as the responsibility of the Contractor and at no cost to the State.

2.1.4.5 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 this agreement.

2.1.4.6 Subcontractor Equipment

The Contractor must provide documentation on equipment ownership if other than the primary Contractor (subcontractor) and the terms of the use (if not owned by the Contractor) of such equipment.

2.1.4.7 Removal of Equipment

The State shall bear no costs for the removal and transfer of services from incumbent contractor. Contractor shall not be reimbursed for the removal or relocation of any Contractor equipment at any time within the duration of the contract, including the removal of equipment at contract termination. Contractor shall make arrangements for removal of existing systems at each facility, with smooth cutover to new services without interruption of service. The Contractor must coordinate all circuit orders with the Local Exchange Carrier (LEC) and InterExchange Carrier (IEC). Timelines shall be coordinated with the State.

2.1.5 ADA/IBC Codes

The Contractor must 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.

2.1.6 Operational and Maintenance Support

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

2.1.7 Telephone Support

Contractor must provide toll free dial up telephone number(s) for 24 hour per day, 365 days per year support of all services. Inclusive are repair, billing, end user questions and State employee questions assistance.

2.1.8 Cooperation with Carriers

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

2.1.9 System Failures

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

2.1.10 Call Completion Failures

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

2.1.11 Inter-LATA Carrier Selection

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

2.1.12 Call Quality

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

2.1.13 Line Optimization

The Contractor shall optimize line quality through various methods of conditioning whenever required to meet Bellcore standards.

2.1.14 Test Calls

Contractor shall provide high quality transmission service. Service shall be verified by a test call to an industry standard milliwatt tone and quiet generated in a facility within a selected North American Area Code and Exchange (NXX/NPA), and measurements taken regarding tone loss and line noise. Readings must be within 0 to -8.5 for loss and lower than -20dbm for noise. All other readings shall be considered substandard.

2.1.15 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 Contractor must work directly with the complainant. The Contractor shall be responsible to verify sequential call attempts.

2.1.16 State Notification of Faulty Transmission

The Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality.

2.1.17 Call Completion

The Contractor shall be responsible to insure proper call completion and to provide the State with accurate traffic statistics, maintenance and operational reports.

2.1.18 Connect Time

The Contractor shall limit call connect time access (time period from the end of dialing to ringing at destination line, exclusive of messages and call acceptance processes) to 8 seconds or less.

2.1.19 Connectivity

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

2.1.20 Commission and Usage Management Reports

Service cost and usage reports must be provided by e-mail or directly downloadable from Contractor'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 broken down by call originating telephone, location and number;
- Identify revenue and commission broken down by coin, collect/3rd party, and dial-around;
- Identify revenue and commission broken down by local, intra-LATA and inter-LATA calls.

Inmate telephone reports shall;

- Identify revenue and commission paid broken down by call originating telephone number and location;
- Identify call quantity, minutes and cost broken down by call originating telephone;
- Identify call quantity, minutes and cost broken down by collect dial, prepaid collect and debit calling;
- Identify call quantity and cost broken down by local, intra-LATA and inter-LATA calls.

Inmate reports shall be e-mailed to the Department of Corrections and Department of Administrative Services. Pay telephone reports for non-Department of Resource and Economic Development (DRED park locations) service locations shall be forwarded to the Department of Administrative Services. Reports for pay telephones within State park locations shall be forwarded to the Department of Resources and Economic Development and the Department of Administrative Services. Printed reports shall accompany mailed payment of commission to each of the three Agencies.

2.1.21 Reporting Requirements

Reports shall be due on the 22nd of each month following the service month. All such reports must be available on line via a secure Internet web site, available to any State authorized individual at any time. Up to ten (10) State users shall be allowed simultaneous access, secured through password protection. Reports shall include all items and details as noted in Attachment C Required Reports.

2.1.22 Dedicated Financial Representative

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

2.1.23 Corrective Data

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

2.1.24 Installation Report

On or before August 28, 2007, Contractor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service. The following additional items must be provided:

- Front view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
- Side view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
- Side view (Complete manufacturer diagram or printed digital picture) of cabinet 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

2.1.25 Repair and Monitoring Practices

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

2.1.25.1 Response to Major Service Calls

The Contractor shall respond to a major service call within four (4) State Business hours of report of occurrence. A major service call is defined as a loss of two or more telephones at any one bank of telephones, loss of carrier services for two or more telephones or failure of Administrative/Investigative PC operation and/or interface to Contractor 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.

2.1.25.2 Response to Minor Service Calls

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

2.1.25.3 Repair Reports

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

2.1.26 Unauthorized Activities

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

2.1.27 Audits

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

2.1.28 Contacts

The Contractor shall provide to the State and maintain updates in writing, the names, addresses and telephone numbers of the principal contact(s) for:

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

The Contractor shall provide written notice to the State any changes of contact personnel and/or telephone numbers.

2.1.29 Telephone Count

The Contractor must not reduce the number of telephones servicing inmates or pay telephone users. The Contractor shall not decrease telephone count unless directed to do so by the State.

2.1.30 Confidential Information

The Contractor agrees that all discussions or information gained during an engagement shall be considered confidential

2.2 Inmate Telephone Requirements

All services shall be "turn key" requiring no preparation by the State. The Contractor shall obtain and transfer all inmate data records into the systems. The number of telephones and telephone access for inmate telephones shall be limited as deemed necessary by Department of Corrections administration.

2.2.1 Compact Design

The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Contractor must submit a scale drawing of the required installed space.

2.2.2 Power

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 must be provided. The State shall provide a 115 V, 20 A outlet. Outlet may be shared with existing Contractor equipment.

2.2.3 Telephones

Each telephone station must be self-contained, utilizing telephone cabling for all connectivity. Cable must be protected by encasement in metal conduit. Installations may use existing conduit utilized by the present Contractor when available.

2.2.3.1 Armored

Stations must be armored, coinless phones designed for use in correctional facilities. Telephone stations must 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. Phones must be dumb stations with a minimum of electronics. Intelligence must reside within the ICP

2.2.3.2 Handset

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

2.2.4 Postings

Basic telephone operation instructions must be posted within 12" of each phone. Posting shall be in English, Spanish and French. Posting shall be the same or similar to that provided Attachment A.

2.2.5 System Functional Requirements**2.2.5.1 Automated Operations**

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

2.2.5.2 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 must 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.

2.2.5.3 Fraud Control

The ICP must include the following fraud control features:

2.2.5.3.1 PIN

System must 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 must require DTMF verification within 15 seconds of request. Callers shall be allowed only two 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 a minimum of 20 digits.

2.2.5.3.2 Switch-hook Detection

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

2.2.5.3.3 Third Party Conference Call Detection

Contractor system shall include three way calling detection, with various levels of enforcement, allowing for sensitivity adjustment to avoid false detection.

2.2.5.3.4 Voice Overlay Recording

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

2.2.5.3.5 Incoming Call Block

The ICP must not respond to incoming ringing on any of its lines used for placing outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a line.

2.2.5.3.6 Sound Path Blocking

The ICP must 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.

2.2.5.3.7 Call Blocking

The ICP must 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 must be provided for up to 100,000 specified telephone numbers. This feature must be remotely programmable.

Calls shall be restricted to collect calls only. 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.

2.2.5.4 Call Duration

Call duration must 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 will terminate. Time duration must be programmable in one-minute increments from three to sixty minutes. Maximum call length shall be determined by the State.

2.2.5.5 Call Acceptance

The ICP must 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 must be able to distinguish such signal from line noise such as pops or clicks, i.e. as may be created by answering machines.

2.2.5.6 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.

2.2.5.7 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.

2.2.5.8 On Hook Verification

The system must 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.

2.2.5.9 Station Disconnect

The system shall be provided with two methods to quickly shut down all telephones during an emergency. The facility shall be equipped with manual hand operated cut off 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.

2.2.5.10 Pulse Dial/DTMF Call Acceptance

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

2.2.5.11 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 name.

Caller states his name.

Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone will 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 call is being processed.

Inmate receives message that his call is either connected and he hears the called party or that his 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.

Every six seconds throughout the call the inmate hears a recording tone and randomly the called party receives a message that the call has been placed from a correctional institution.

2.2.5.12 Call Detail Reporting and Storage

The ICP must provide on site storage of call detail information. Other requirements include the following:

2.2.5.12.1 Capacity

Active storage capacity of up to 6 months of call records on hard disk or equivalent media. This is inclusive of call detail records and actual voice recordings. Ability to transfer call records to any Administrative/Investigative PCs as provided by the Contractor. Contractor shall provide computer, hard drive, software and interface to Contractor network to insure 24 hour operation enabling simultaneous access from any Administrative/Investigative PC. Back-ups shall be performed weekly. All records older than 6 months shall be routinely backed-up tape, CD or other permanent record media. The Contractor shall provide copies of all calls on standard readable format at the end of contract. (CD, DVD or generic storage device compatible with provided generation of PCs)

2.2.5.12.2 Call Backup

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

2.2.6 P-02 Grade of Service

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

2.2.7 Automatic Trunk Disable

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

2.2.8 Out-Dialing

Outside of any digits required by the requested security measures, service shall not require the dialing of additional digits beyond the one (1) and the ten (10) 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.

2.2.9 Administrative / Investigative PCs

The Contractor shall provide and maintain Administrative / Investigative PCs which shall 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 and related records shall be State property and remain with the State at the termination of any contract.

2.2.9.1 Administrative / Investigative PC Specifications

The Contractor shall provide a minimum of twelve (12) 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 Shea Farm located on 60 Iron Works Road in Concord, one (1) at the State Prison for Women located on 317 Mast Road in Goffstown, two (2) at the Lakes Region Facility located on 1 Right Way Path in Laconia, and two (2) at the Northern New Hampshire Correctional Facility in Berlin.

Included in the above count are one (1) notebook PC at each of the following locations: Department of Corrections facility on 281 North State Street in Concord, Lakes Region Facility located on 1 Right Way Path in Laconia and the Northern New Hampshire Correctional Facility in Berlin.

2.2.9.2 Hardware Requirements

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

- 3 GHz (2.4GHz or better for notebook) Pentium IV (or equivalent) Processor
- 3.5" 1.44MB Floppy Drive
- 80GB Hard Disk Drive
- Integrated 10/100 Network Interface
- 48 x 32 CDRW/DVD ROM
- 2 Button Optical Mouse with Scroll (Integrated into keyboard on notebook)
- Keyboard
- 1 GB RAM
- Windows XP File System
- 17" Flat Panel Color Monitor
- Laser Printer with Print Cartridges

PCs (inclusive of notebook) must include all additional hardware or software required to network all PCs and meet all functional requirements of this document. Contractor shall maintain and repair any failed hardware or software throughout the duration of any resulting contract.

2.2.9.3 Networked Service

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

2.2.9.4 Functional Requirements

Contractor equipment shall be provided with the following operating features available through any Contractor provided Administrative/Investigative PC at any State location:

- Access to any call record and voice call recording of inmate telephone services at any location;
- Access to call record database files on a call by call basis;
- Access to call record database files on a per inmate basis (PIN number look-up);
- Access to all inmate data including name, allowed numbers and disallowed numbers;
- Real time system monitoring of voice conversations and call records. Call records may be available only after the completion of calls.
- Ability to record call conversations on CD in an audio format, to be played on common commercial music CD players;
- Secure access through multiple passwords with a lock-out feature restricting access;
- 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;
- Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone;
- Viewing and printing of call detail records;
- Real time update of call block and acceptance lists;
- Real time ability to disable and enable phone operation on an all phone or per phone basis;
- 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;
- Data entry and retrieval of records in ASCII and MS Excel/Access compatible file formats;
- 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. Recorded calls must be easily retrievable and achievable on audio compact disks;
- 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;
- 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).
- Continuous recording of all telephone calls. The Contractor shall provide a sufficient number of compact disks to allow recording of voice calls over a period of 30 days at each Administrative/Investigative PC site location. Disks shall become the property of the Department of Corrections once recorded.

2.2.9.5 Administrative/Investigational PC Training

On site training shall be provided for up to twelve (12) Administrators/Investigators using the PCs. 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 14 days thereafter to insure 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. Training shall include:

- 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.

2.2.10 On Site Personnel

Contractor shall man offices located at the Prison for Men in Concord and at the Northern New Hampshire Correctional Facility in Berlin (or alternate designated State location) to provide operational and maintenance support for the inmate telephone system. 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). Personnel must be immediately accessible by e-mail, fax and telephone.

2.2.11 Department of Corrections Personnel Training

Contractor shall provide on site 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 hours each, and be provided for each of the three employee work shifts. A minimum of two classes shall be held per site 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.

Additional training shall be available on an as needed basis to allow training of additional State staff at any time during the contract.

2.2.12 Inmate Complaints

The Contractor shall accept and address complaints from inmates who have attempted to use telephones and failed to complete calls due to any issue. Contractor must utilize complaint forms similar to the sample presented in Attachment B Inmate Telephone Trouble Report (or similar form approved by the State).

2.2.13 Acceptance Testing

Acceptance testing shall be performed by the Contractor in the presence of the Department of Corrections personnel and/or their designated representative(s). Any failed service or service feature must be corrected within the timeframes stipulated in section 2.1.25 Repair and Monitoring Practices.

2.2.14 On site Inspections

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

2.2.15 Invoicing

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

2.2.16 Prepaid Calling and Debit Services

Contractor shall offer discounted call services through a prepaid call and/or debit calling service. Contractor must establish and maintain all such accounts as requested by customers at the Contractor's expense. Contractor shall be responsible for all communications with customers. In all cases, only costs defined in Exhibit B Pricing shall apply. No additional surcharge, one time purchase charge, account set-up fee or other related fees shall be charged for this service.

Contractor shall allow called parties to pre-pay for calls received by them from inmates, or assigned to inmate accounts for calls to selected parties. Contractor shall offer discounted prepaid call services through a prepaid debit system. Contractor must establish and maintain all such accounts as requested by customers at the Contractor's expense. Contractor shall be responsible to contact any such customers regarding service operation and terms. In all cases, no additional surcharge, one time purchase charge, account set-up fee or other related fees shall be charged for this service.

Prepaid services shall be available in denominations of \$25.00 or less and shall allow balances as low as \$25.00 or less. Contractor shall not add any additional charge for minimum balance accounts.

All accounts shall be created within the next business day of the receipt of payment from the customer.

Automated system balances shall be provided by the Contractor in order to allow customers to determine remaining account balances. Service shall be available 24 hours per day, 7 days per week.

Accounts shall be terminated immediately when requested by a customer, with remaining balances forwarded to customers within 30 calendar days of customer request.

Prepaid and debit calling services shall be only allowed at the discretion of the State. Contractor 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.

2.2.17 Additional Services/Equipment Operation

The Contractor shall provide the following additional services defined by the product offering titles, at no additional cost. Services shall be activated only at the direction of the State.

2.2.17.1 Voice Signature Verification

System shall include voice signature verification operation allowing the voice print comparison of recorded calls to stored voice prints for determination of voice sources.

2.2.17.2 Incoming E-mail Services

If activated, the Contractor shall provide the equipment and resources to allow incoming e-mail to inmates through printed hard copy distribution.

2.2.17.3 Administrative Software

"The Enforcer" or functionally equivalent current generation administrative software with unlimited number of simultaneous users shall be provided by the Contractor. All software and related hardware shall be maintained by the Contractor throughout the duration of the contract and any extension thereof.

2.2.17.4 ADA Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY)

Contractor shall provide at a minimum, one TDD/TTY device for each address location where inmate telephones are installed. Devices shall meet all requirements of the American Disabilities Act (ADA).

2.3 Pay Telephone Requirements

Pay Telephone Services as required at State owned or managed locations including office buildings, leased facilities, parks, and park and ride locations as noted in Attachment D. The Contractor shall be responsible to provide reports on telephone locations, 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 Contractor shall not be responsible to negotiate leases for the required space to mount telephones. Service requirements include all requirements noted in section 2.1 in addition to the following sections.

2.3.1 Stations

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

2.3.2 Postings

Basic telephone operation instructions with call costs must be posted within 12" of each phone. Posting shall at a minimum, be written in English, French and Spanish.

2.3.3 Operator Interface

Service must allow access to operator assistance and directory assistance.

2.3.4 Non-Call Blocking

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

2.3.5 n11 Access

Telephones must 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 must also allow dialing of any additional n11 service without restriction.

2.3.6 Telephone Support

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

2.3.7 System Failures

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

2.3.8 Call Complaints

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

2.3.9 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. Contractor shall reimburse costs of failed calls directly to users.

2.3.10 Toll Free Access

Contractor must allow access to toll free services without restriction.

2.3.11 Operational Date

All services shall be scheduled in advance of cutover or installation. The Contractor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before August 22, 2007. Any additional telephones shall be installed within 14 calendar days of request by the State.

2.3.12 Service Interruptions

The Contractor shall notify the Telecommunications Section 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 business days prior to scheduled interruption. The Contractor shall be required to coordinate all activities with existing Contractors in order to maintain a smooth transition of service. Contractor shall insure that no telephone bank shall be left without one operating telephone.

2.3.13 Telecommunications Devices for the Deaf

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

2.3.14 Incoming Calls

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

2.3.15 Printed Telephone Directory

The Contractor shall provide and install a Local Exchange telephone directory attached to the telephone fixture at each telephone installed. Directory shall be that of a local telephone directory provider.

3 STAFFING

3.1 State Personnel

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

3.2 Contractor Personnel

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

3.2.1 Account Management

The Contractor shall provide a primary Account Manager to work in conjunction with the State and any other Contractor regarding the installation or delivery of services and equipment. The Account Manager shall be responsible to review all contract requirements and ensure that all terms and conditions are enforced. 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.

3.2.2 Technical Support Engineer

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

3.2.3 Pre-Installation and Post-Installation Technical Support

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

3.2.4 Additional Security Review

Any Contractor or sub-contractor personnel subject to security review must provide to the State, reports indicating any arrests or contact with law enforcement agencies. Notification to the State shall be made prior to the next scheduled return to duty. Such personnel shall also notify the State if they have any relative or acquaintance under prison supervision.

3.2.5 On Site Administrator

Contractor shall provide on site administrators located at the Prison for Men in Concord and at the Northern New Hampshire Correctional Facility in Berlin (or alternate designated State location) to provide operational and maintenance support for the inmate telephone system. Administrators shall be present at work locations from Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding State holidays. Administrators shall be Contractor employees trained to operate all functions of system administration and responsible to input any and all information required for inmate accounts, telephone call records and recording. Administrators shall be responsible to implement service changes, system updates and repair processes. The Administrator shall also support Investigators in the operation of the Contractor systems and creation of ad-hoc reports. Operational support shall include, but not be limited to, data entry for the establishment of new inmate accounts, calling privileges, call restrictions, collecting and inputting voice samples of the inmates for identification and tracking purposes, entering and adjusting inmate personal identification numbers (PIN) and training Corrections staff in the use of the Administrative / Investigative terminals (PCs) and assist investigators in searching or loading files. All requests for operational support activities shall be completed within 48 hours of request unless longer time periods are requested by the State. Administrator shall abide by all Department of Corrections regulations inclusive of the policy defined in Attachment E.

3.3 Contacts

The Contractor shall maintain a list of addresses and telephone numbers of the principal contact(s) for each item listed below. Such list shall be forwarded to the State and updated as changes occur.

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

3.4 Security Review

Prior to providing service to the State and entering any State facility, Contractor and/or subcontractor employees must obtain security clearance from the State. Each employee's name, date of birth and social security number must be provided to the State. *No Contractor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof.* These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision.

The following security requirements apply:

- Employee agreements allowing background checks shall be exclusively the responsibility of the Contractor.
- The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Contractor or Contractor employee.
- The Contractor shall provide written notice to the Telecommunications Section of any changes of Contractor 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 Contractor personnel must comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor must provide replacement personnel immediately in order to meet assigned installation dates.

3.5 Status of Contractor Employees and Subcontractors

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

3.6 Contractor Employee Reassignment

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

3.7 Picture ID

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

3.8 English as a Major Language

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

3.9 Department of Corrections Rules of Conduct

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

3.9.1 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.

3.9.2 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.

3.9.3 Possession of Contraband

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

3.9.4 Emergency Situations

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

3.9.5 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.

3.9.6 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.

3.9.7 Responsibility to Facility Administrator

During the performance of services the Contractor 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.

3.9.8 Contraband

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. Contractor and all employees thereof agree to the following DOC definitions of Contraband.

- (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.

3.9.9 Searches and Inspections

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

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

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.

3.9.10 Confidentiality of Information

The Contractor 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. All Contractor agents, acting through the Contractor 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.

EXHIBIT B PRICING

1. Contractor shall provide services 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 follows:

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. Per minute fees after the first five minutes of calling may be charged.

Intra-LATA (In-State) Calling: Calls within the 603 (LATA) area code considered as all of geographic New Hampshire. Contractor may charge access fee and per minute rates.

Calling to Areas within the United States: Calls to anywhere in the contiguous United States. Contractor may charge access fee and per minute rates.

Non-Contiguous US State Calls: Calls outside of the contiguous states of the United States shall be the lowest charged to any Contractor customer for calls of same type to 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: \$.25.

Maximum rate to establish a person to person call: \$3.55. Maximum per minute fee: \$.25.

Maximum rate to establish a toll free number call or use a calling card: \$1.00. No per minute charge shall apply.

2. 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 contract default.
3. Per minute rate charges shall be based upon chargeable time. In all cases, chargeable time begins when 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. Call establishment costs shall only be charged for completed calls to the intended telephone or party. No charges shall result from incomplete or unanswered calls. Calls resulting in connection to answering machines, voice mail or similar services shall be billable if reached from a pay telephone. Inmate telephone charges shall not result due to the positive call acceptance requirements defined within this contract.
5. The Contractor shall provide **pay telephone services located throughout the state with a fixed 20% commission** paid to the state based upon gross charges, exclusive of federal FCC, PUC or other Government imposed fees, taxes or charges. No payments shall be due the Contractor by the State. All fees for services shall be charged to parties for receiving or initiating calls.
6. The Contractor shall make monthly payments to the Department of Corrections for inmate services at the Department of Corrections locations based upon the following table.

Months from Contract Initiation	Payment Dates	Monthly Payment to State
1 through 24	23 rd of Each Month from September 2007 through August, 2009	\$20,000
25 through 36	23 rd of Each Month from September 2009 through August, 2010	\$23,000
37 through 60	23 rd of Each Month from September 2010 through August, 2012	\$25,000

**EXHIBIT B
PRICING
(Continued)**

7. Payments shall be made to the State for pay telephone services based on service month, starting on the 23rd of the month, ending on the 22nd of the following calendar month (i.e. August 23 through September 22, September 23 through October 22, October 23 through November 22, etc.) per the following schedule.

Service Dates	Payment Due Date
August 23 through September 22	October 22
September 23 through October 22	November 22
October 23 through November 22	December 22
November 23 through December 22	January 22
December 23 through January 22	February 22
January 23 through February 22	March 22
February 23 through March 22	April 22
March 23 through April 22	May 22
April 23 through May 22	June 22
May 23 through June 22	July 22
June 23 through July 22	August 22
July 23 through August 22	September 22

8. 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.

9. Pay Telephone commission payment shall be determined by address "owner" of telephone location. 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, Telecommunications Section
Room 408
25 Capitol Street
Concord NH 03301-6312.

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

**EXHIBIT B
PRICING
(Continued)**

10. COST OF SERVICES

The Contractor shall provide Inmate Telephone and Pay Telephone services based upon the following prices. No payments shall be due the Contractor by the State.

INMATE COLLECT CALL AND PAY TELEPHONE PRICES

Call Type	Inmate Telephone Cost to Establish Call	Inmate Telephone Call Cost per Minute	Pay Telephone Cost to Establish a Call	Pay Telephone Call Cost per Minute
Local Exchange	<u>\$1.20</u>	<u>\$.10</u> (No charge for first 5 minutes of call)	<u>\$.50</u>	<u>\$.25</u> (No charge for first 5 minutes of call)
Intra-LATA (In State)	<u>\$1.20</u>	<u>\$.10</u>	<u>\$.50</u>	<u>\$.25</u>
Inter-LATA (National State to State)	<u>\$1.20</u>	<u>\$.10</u>	<u>\$.50</u>	<u>\$.25</u>

INMATE PREPAID CALLING AND DEBIT PRICES

Contractor shall provide prepaid calling and debit services as defined within. Only costs as noted below shall apply. Contractor shall not be allowed to charge additional processing fees including one-time account start-up fees.

Call Type	Inmate Telephone Cost to Establish Call	Inmate Telephone Call Cost per Minute
Local Exchange	<u>\$.50</u>	<u>\$.10</u> (No charge for first 5 minutes of call)
Intra-LATA (In State)	<u>No Charge</u>	<u>\$.15</u>
Inter-LATA (National State to State)	<u>No Charge</u>	<u>\$.15</u>

EXHIBIT C

1. Paragraph 8 of the forgoing contract shall be modified to include the following language, as full satisfaction of the contractor's obligation under that paragraph.
 - 8.2.4 Pursue its remedies under the performance bond; and
 - 8.2.5 Treat the agreement as breached and pursue any of its remedies at law, or in equity, or both.

2. Paragraph 14.1.1 of the forgoing contract shall be modified to provide for insurance as described below, as full satisfaction of the Contractor's insurance obligation under that paragraph.
 - Comprehensive General Liability including broad form property damage, premises operation, products and completed operations, owners and contractor's protective, and independent contractors in amount of \$2,000,000 per occurrence;
 - Automobile coverage of \$1,000,000 liability and \$100,000 bodily injury by accident per employee;
 - Workers compensation and employers legal liability;
 - The State of New Hampshire named as an additional insured.

3. There are no other special provisions of this contract

ATTACHMENT A POSTING

Contractor shall post abbreviated dialing instructions on each inmate telephone containing same or similar information as provided in Attachment A.

DIALING INSTRUCTIONS

Pick up phone

Press 1 for English

Press 0 to make a call or 1 for instructions

Enter identification #, Dial 0 + Area code + number

INSTRUCCIONES PARA MARCAR

Levante el telefono

Para Espanol marque 2

Para una llamada de cobrar marque el 0 o marque 1 para instrucciones

Marque su numero de identificacion, marque 0 y la area de codigo y numero de telefono

LE CONSIGNE SELECTIONNANT

-Decroché le téléphone

Pressé numero 3 pour Francais

Pressé numero 0 pour frais virés où Pressé numero 1 pour des instructions

Entré l' identificacion #, choisi 0 + Indicatif + Le Nombre

ATTACHMENT B INMATE TELEPHONE TROUBLE REPORT

Contractor shall utilize inmate telephone trouble reports containing same or similar information as provided in Attachment B.

Campus: _____

Report: Date: _____ Time: _____ Person Filing: _____

Location of Phones(s) Experiencing Trouble: _____

Description of Trouble: _____

<p>PRIORITY LEVEL 2 (4 hour response after notification) One entire housing area (full telephone bank) is not operational <input type="checkbox"/></p>

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 Contractor.*

ATTACHMENT C REQUIRED REPORTS

Contractor shall provide reports for telephone usage containing same report information as provided in Attachment C Required Reports.

REPORT #1

STATE OF NEW HAMPSHIRE INMATE SERVICES SUMMARY OF COSTS BY LOCATION "Current Month" Usage

Location	No. of Phones	Income	FCC Charge and Taxes	Average Income per Phone
Concord State Prison for Men	111	73,583.95	1,471.68	132.5836
Goffstown Women's Prison	33	7,782.88	155.66	47.17061
Laconia Lakes Region Facility	40	19,288.12	385.76	96.44175
Berlin Northern New Hampshire Correctional Facility	62	30,038.02	600.76	96.89919
Totals	246	130,692.97	2,613.86	106.2554

REPORT #2

STATE OF NEW HAMPSHIRE INMATE SERVICES SUMMARY OF CALLS BY LOCATION "Current Month" Usage

Call Type	Gross Revenue	FCC Charges and Taxes	No. Calls	No. Minutes
Local	6,947.27	138.9454	5,138	101,949
Intra-LATA	79,164.85	1583.297	22,429	317,311
Inter-LATA	0.00	0	0	0
Interstate	44,028.26	880.5652	9,890	157,351
Mexico	0.00	0	0	0
Canada	0.00	0	0	0
Bill to Can.	541.20	10.824	58	512
International	11.39	0.2278	1	3
Intl. origin	0.00	0	0	0
Other CDR	0.00	0	0	0
Total:	\$130,692.97	\$2,613.8594	37,516	577,126

**ATTACHMENT C
REQUIRED REPORTS**
(Continued)

REPORT #3

This report must be available for each State prison.

**STATE OF NEW HAMPSHIRE INMATE SERVICES
SUMMARY OF SERVICES FOR CONCORD PRISON FOR MEN
"Current Month" Usage**

Call Type	Gross Revenue	FCC Charges and Taxes	No. Calls	No. Minutes
Local	4,243.78	84.8756	3,167	71,169
Intra-LATA	41,701.74	834.0348	12,646	177,134
Inter-LATA	0.00	0	0	0
Interstate	27,526.75	550.535	6,292	100,129
Mexico	0.00	0	0	0
Canada	0.00	0	0	0
Bill to Can.	111.68	2.2336	8	133
International	0.00	0	0	0
Intl. origin	0.00	0	0	0
Other CDR	0.00	0	0	0
Total:	\$73,583.95	\$1471.679	22,113	348,565

**ATTACHMENT C
REQUIRED REPORTS
(Continued)**

REPORT #4

This report must be available for each State prison.

**STATE OF NEW HAMPSHIRE INMATE SERVICES
DETAILED COST BY TELEPHONE FOR CONCORD PRISON FOR MEN
"Current Month" Usage**

Telephone (Code or Station Number)	Income	FCC Charges and Taxes
CCU-A-LEFT	632.05	12.64
CCU-A-RIGHT	1,086.59	21.73
CCU-B-LEFT	1,041.55	20.83
CCU-B-RIGHT	962.50	19.25
CCU-C-LEFT	683.60	13.67
CCU-C-RIGHT	1,021.18	20.42
DORM A	1,100.67	22.01
DORM B	1.34	0.03
DORM C	6.46	0.13
DORM D	3,110.23	62.20
H BLDG D LEFT	2,597.43	51.95
H BLDG-A-LEFT	1,474.78	29.50
H BLDG-A-MIDDLE	1,599.49	31.99
H BLDG-A-RIGHT	623.98	12.48
H BLDG-B-LEFT	1,306.08	26.12
H BLDG-B-MIDDLE	1,396.59	27.93
H BLDG-B-RIGHT	921.85	18.44
H BLDG-C-LEFT	1,861.07	37.22
H BLDG-C-MIDDLE	2,728.56	54.57
H BLDG-C-RIGHT	2,766.94	55.34
H BLDG-D-MIDDLE	996.62	19.93
H BLDG-D-RIGHT	957.62	19.15
H BLDG-E-LEFT	1,245.97	24.92
H BLDG-E-MIDDLE	625.62	12.51
H BLDG-E-RIGHT	1,153.58	23.07
H BLDG-F-MIDDLE	1,268.99	25.38
H BLDG-F-RIGHT	804.17	16.08
H-BLDG-F-LEFT	562.05	11.24
INFIRMARY	319.34	6.39
MCN-GRD	315.83	6.32
MCN-GRD#1	0.00	0.00
MCN-GRD#2	53.88	1.08
MCN-GRD#3	202.01	4.04

Telephone (Code or Station Number)	Income	FCC Charges and Taxes
MCN-GRD#4	554.42	11.09
MCN-GRD#5	400.54	8.01
MCN-GRD#7	705.13	14.10
MCN-GRD#8	1,225.84	24.52
MCN-GRD#9	497.40	9.95
MCN-LEVEL 1 LEFT	1.48	0.03
MCN-LEVEL 1 RIGHT	516.39	10.33
MCN-LEVEL 2 LEFT	1,662.06	33.24
MCN-LEVEL 2 RIGHT	1,888.66	37.77
MCN-LEVEL 3 LEFT	1,267.05	25.34
MCN-LEVEL 3 RIGHT	1,819.16	36.38
MCS-GRD#1	1,718.00	34.36
MCS-GRD#2	491.29	9.83
MCS-GRD#3	177.39	3.55
MCS-GRD#4	455.42	9.11
MCS-GRD#5	293.53	5.87
MCS-GRD#6	371.37	7.43
MCS-GRD#7	0.00	0.00
MCS-GRD#8	332.93	6.66
MCS-GRD#9	0.00	0.00
MCS-LEVEL 1 LEFT	669.46	13.39
MCS-LEVEL 1 RIGHT	1,017.34	20.35
MCS-LEVEL 2 LEFT	658.86	13.18
MCS-LEVEL 2 RIGHT	1,620.07	32.40
MCS-LEVEL 3 LEFT	105.65	2.11
MCS-LEVEL 3 RIGH	1,535.96	30.72
MSU-NORTH-1	1,169.95	23.40
MSU-NORTH-2	1,154.12	23.08
MSU-NORTH-3	782.20	15.64
MSU-SOUTH-1	1,163.19	23.26
MSU-SOUTH-2	1,288.46	25.77
MSU-SOUTH-3	888.44	17.77
R&D-1-EAST	1,249.79	25.00
R&D-1-WEST	1,070.23	21.40
R&D-2-EAST	1,218.08	24.36
R&D-2-WEST	1,109.55	22.19
R&D-3-EAST	1,136.02	22.72
R&D-3-WEST	963.68	19.27
RND INTAKE	1,411.06	28.22
SHU-A	231.67	4.63
SHU-B	228.49	4.57
SHU-C	150.09	3.00
SHU-D	164.67	3.29

Telephone (Code or Station Number)	Income	FCC Charges and Taxes
SHU-E	136.89	2.74
SHU-F	330.05	6.60
SHU-G	263.94	5.28
SHU-H	328.42	6.57
SHU-I	312.47	6.25
SHU-K	43.12	0.86
SHU-L	158.93	3.18
SHU-N	14.27	0.29
SPU-D	0.00	0.00
SPU-E	229.76	4.60
SPU-E-RIGHT	201.46	4.03
SPU-F-LEFT	260.31	5.21
SPU-F-RIGHT	41.53	0.83
SPU-G	295.49	5.91
SPU-H	122.64	2.45
SPU-I	50.96	1.02
Total:	\$73,583.95	\$1471.68

ATTACHMENT D PAY TELEPHONE LOCATIONS

Contractor shall install and retain pay telephones at all locations noted below unless otherwise directed by the State, throughout the duration of the contract and any extension thereof.

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6036258076	Auburn District Court	5 Priscilla Lane	Auburn
6036264641	Route 3 Bedford Toll Plaza, Northbound	Route 3	Bedford
6039895986	Glenciff Elderly Home	393 High Street	Benton
6039895988	Glenciff Elderly Home	394 High Street	Benton
6037527077	North Country Prison, Building A Lobby	138 East Milan	Berlin
6037529715	NH Tech Institute, Main Building, Student Lounge	2020 Riverside Drive	Berlin
6037526855	Berlin District Court	220 Main Street	Berlin
6032288992	Park & Ride / Concord 89 & 3A	514 Route 3A	Bow
6036428564	Rockingham County Court, Basement2	10 Route 125	Brentwood
6036426147	Rockingham County Court, Deeds Office	10 Route 125	Brentwood
6036428534	Rockingham County Court, Deeds Office	10 Route 125	Brentwood
6036428416	Rockingham County Court, Second Floor	10 Route 125	Brentwood
6037839906	Canterbury Rest Area, Parking Lot	Route 93 North	Canterbury
6037839659	Canterbury Rest Area, Parking Lot	Route 93 North	Canterbury
6038465132	Registry of MV	500 Route 302W	Carroll
6033638961	Chesterfield Gorge State Park Information Booth	1823 Route 9	Chesterfield
6035429800	Claremont District Court	1 Police Center, Tremont Square	Claremont
6035429794	Health & Human Services	17 Water Street	Claremont
6035424006	NH Tech Institute, Rear Entrance	395 Hanover Street, Route 120	Claremont
6032379827	Colebrook District Court, Second Floor	17 Bridge Street	Colebrook
6032288824	Main Building	105 Pleasant Street	Concord
6032232007	NH State Hospital	105 Pleasant Street	Concord
6032232369	NH State Hospital	105 Pleasant Street	Concord
6032258845	NH State Hospital Main Building	105 Pleasant Street, 3rd Floor	Concord
6032288821	State House	107 North Main Street	Concord
6032288868	State House	107 North Main Street	Concord
6032288793	State House	107 North Main Street	Concord
6032288895	NH Tech Institute, Strout Hall, First Floor	11 Fan Road	Concord
6032255254	Fish & Game, First Floor Near Elevator	11 Hazen Drive	Concord
6032254953	Philbrook Center, Finch Day Room	121 South Fruit Street	Concord
6032280909	Hospital Laundry	127 Pleasant Street	Concord
6032240245	Health & Human Service-Concord	129 Pleasant Street	Concord
6032286032	NH Tech Institute, South Hall, Second Floor	15 Fan Road	Concord
6032288767	NH Tech Institute, South Hall, Second Floor	15 Fan Road	Concord
6032280961	Police Standards & Train	17 Fan Road	Concord

ATTACHMENT D
PAY TELEPHONE LOCATIONS
(Continued)

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6032280962	Police Standards & Train	17 Fan Road	Concord
6032280963	Police Standards & Train	17 Fan Road	Concord
6032288952	NH Tech Institute	17 Institute Drive	Concord
6032288909	NH Tech Institute, Dental Clinic	17 Institute Drive	Concord
6032264857	NH Tech Institute, Second Floor Strout Hall	17 Institute Drive	Concord
6032288860	NH Tech Institute, Strout Hall	17 Institute Drive	Concord
6032288841	Supreme Court	2 Charles Doe Drive	Concord
6032269656	Police Standards & Train, North Hall, Second Floor C Wing	21 Fan Road	Concord
6032247380	NH Tech Institute North Hall First Floor Wing C	21 Institute Drive	Concord
6032242894	NH Tech Institute, North Hall Lobby	21 Institute Drive	Concord
6032247120	NH Tech Institute, North Hall Lobby	21 Institute Drive	Concord
6032247430	NH Tech Institute, North Hall Second Floor	21 Institute Drive	Concord
6032280972	NH Tech Institute, North Hall Second Floor, C Wing	21 Institute Drive	Concord
6032246900	NH Tech Institute, North Hall, First Floor, Wing B	21 Institute Drive	Concord
6032257491	Walker Building	21 South Fruit Street	Concord
6032269636	Fire Academy, First Floor Hall	222 Sheep Davis Rd	Concord
6032282922	Concord Prison	281 N. State Street	Concord
6032254985	North End House	281 N. State Street	Concord
6032254986	North End House	281 N. State Street	Concord
6032282189	North End House	281 N. State Street	Concord
6032284365	North End House	281 N. State Street	Concord
6032284376	North End House	281 N. State Street	Concord
6032248764	Health Ed & Welfare	29 Hazen Drive	Concord
6032280930	Employment Security Office, First Floor	31 South Street	Concord
6032244279	Concord District Court	32 Clinton Street	Concord
6032288800	Dept of Safety, First Floor	33 Hazen Drive	Concord
6032249816	Legislative Office Building	33 North State Street	Concord
6032264592	Legislative Office Building	33 North State Street	Concord
6032269605	NH State Hospital	36 Clinton Street	Concord
6032280979	NH State Hospital	36 Clinton Street	Concord
6032280327	NH State Hospital, Employee Lounge	36 Clinton Street	Concord
6032245312	NH State Hospital, Lobby	36 Clinton Street	Concord
6032245327	NH State Hospital, Lobby	36 Clinton Street	Concord
6032245328	NH State Hospital, Second Floor, Ward G	36 Clinton Street	Concord
6032247195	NH State Hospital, Unit D First Floor	36 Clinton Street	Concord
6032246082	NH State Hospital, Unit D, First Floor	36 Clinton Street	Concord
6032262976	NH State Hospital, Unit E	36 Clinton Street	Concord
6032246556	NH State Hospital, Unit F	36 Clinton Street	Concord
6032267180	NH State Hospital, Unit F	36 Clinton Street	Concord

ATTACHMENT D
PAY TELEPHONE LOCATIONS
(Continued)

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6032245342	NH State Hospital, Ward C, First Floor	36 Clinton Street	Concord
6032246559	NH State Hospital, Ward E, First Floor	36 Clinton Street	Concord
6032246505	NH State Hospital, Ward H	36 Clinton Street	Concord
6032259838	NH Tech Institute, Wellness Center	4 Institute Drive	Concord
6032234079	Dept of Revenue Lobby	45 Chenell Drive	Concord
6032258944	Tobey Building, Second Floor South	45 South Fruit Street	Concord
6032249840	Shea Farms	60 Iron Works Road	Concord
6032262066	Shea Farms	60 Iron Works Road	Concord
6032269613	Shea Farms	60 Iron Works Road	Concord
6032280904	Shea Farms	60 Iron Works Road	Concord
6032283409	Dept of Transportation	7 Hazen Drive	Concord
6032269606	Yellow House, Back Porch	89 Pleasant Street	Concord
6032281496	Spaulding Building, Outside	95 Pleasant Street	Concord
6032263752	Howard Recreational Center, Second Floor	99 Pleasant Street	Concord
6032269624	Park & Ride, Route 89 Exit 2	Clinton Street	Concord
6033569703	N. Conway Rest Area Intervale	Route 16, 3654 White Mountain Highway	Conway
6033569509	Carrol County Court / Conway	Route 302 35 E Conway Road	Conway
6034324483	Derry District Court	10 Manning Street	Derry
6037493112	Dover District Court, First Floor	25 St. Thomas Street	Dover
6037497751	Outside Dover Train Station	33 Chestnut Street	Dover
6037497748	Dover Train Station	33 Chestnut Street	Dover
6037429785	Registry of MV / Dover	50 Boston Harbor Road	Dover
6037429770	Dover Tolls Northbound	Spaulding Turnpike	Dover
6037429767	Dover Tolls Southbound	Spaulding Turnpike	Dover
6038682416	UNH Train Station	50 College Road	Durham
6036799809	Park & Ride / Epping	Route 125 Calef Highway	Epping
6037364794	Epsom Rest Area	1347 Dover Road	Epsom
6034829882	Mollidgewock State Park, Outside, Right of Bulletin Board	1437 Berlin Road	Errol
6034823385	Umbagog Lake Camp	Route 26	Errol/Cambridge
6038239981	Cannon Mountain	Exit 34B Route 93, 2 Franconia Parkway	Franconia
6038235269	Cannon Mountain Summit Bldg	Exit 34B Route 93, 2 Franconia Parkway	Franconia
6038239966	Peabody Slope, Route 93 Exit 34C	2 Route 18	Franconia
6038239973	Peabody Slope, Route 93 Exit 34C	2 Route 18	Franconia
6039341021	Franklin District Court	7 Hancock Terrace	Franklin
6036239240	Goffstown Womens Prison, Entrance Lobby	317 Mast Road	Goffstown
6033329806	Gonic Toll Booth Northbound	Route 16 Spaulding Turnpike	Gonic/Rochester
6033329807	Gonic Toll Booth Southbound	Route 16 Spaulding Turnpike	Gonic/Rochester
6034665568	Moose Brook State Park	32 Jimtown Road	Gorham

ATTACHMENT D
PAY TELEPHONE LOCATIONS
(Continued)

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6035478375	Greenfield State Park	764 Forest Road	Greenfield
6035478388	Greenfield State Park	764 Forest Road	Greenfield
6039269734	Hampton Beach Fishing Pier	1 Ocean Blvd	Hampton
6039290228	Park & Ride	1 Timber Swamp Road/Exeter Road	Hampton
6039269187	Hampton Beach Bath House	180 Ocean Blvd	Hampton
6039269701	Hampton Beach Bath House	180 Ocean Blvd	Hampton
6039269707	Hampton Beach Bath House	180 Ocean Blvd	Hampton
6039269750	Hampton Beach Bath House	180 Ocean Blvd	Hampton
6039290390	Hampton Beach Bath House	180 Ocean Blvd	Hampton
6039269729	Hampton Beach Bath House Bandstand	180 Ocean Blvd	Hampton
6039269093	Hampton Beach Camper Park	2 Ocean Blvd	Hampton
6039291298	Hampton Beach Coin Changer	320 Ocean Blvd	Hampton
6039299934	Northbound Liquor Store	Interstate 95 North	Hampton
6039299935	Northbound Liquor Store	Interstate 95 North	Hampton
6039264775	Southbound Liquor Store	Interstate 95 South	Hampton
6039269135	Liquor Store	Interstate 95 Southbound	Hampton
6039269108	Hampton Tolls	Route 95	Hampton
6039299912	Hampton Tolls	Route 95	Hampton
6039269166	Hampton Tolls Southbound	Route 95	Hampton
6039269129	Hampton Tolls, Southbound	Route 95	Hampton
6033749250	Crawford Notch State Park, Information Center	2057 Route 302	Harts Location
6034857170	Hooksett Liquor Store - Route 93 Southbound	25 Springer Road	Hooksett
6034857758	Hooksett Liquor Store - Route 93 Southbound	25 Springer Road	Hooksett
6034857810	Hooksett Liquor Store - Route 93 Southbound	25 Springer Road	Hooksett
6034857167	Hooksett Liquor Store - Route 93 Northbound	530 West River Road	Hooksett
6034857717	Hooksett Liquor Store - Route 93 Northbound	530 West River Road	Hooksett
6034859164	Hooksett Liquor Store - Route 93 Northbound	530 West River Road	Hooksett
6034857786	Hooksett Toll Booths	Route 93	Hooksett
6035328876	Monadnock State Park	116 Poole Road	Jaffrey
6035328262	Jaffrey District Court	84 Peterborough Road	Jaffrey
6033574685	Cheshire County Court	12 Court Street	Keen
6033589551	Registry of MV	29 Route 9	Keene
6035245476	Speare Building	1 Rightway Path	Laconia
6035249757	Laconia District Court	26 Academy	Laconia
6035249363	NH Tech Institute	379 Belmont Road	Laconia
6035289673	Emergency Communications Facility	50 Communication Drive	Laconia
6035270630	Spaulding Building	67 Communications Drive	Laconia
6035270631	Spaulding Building	67 Communications Drive	Laconia

ATTACHMENT D
PAY TELEPHONE LOCATIONS
(Continued)

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6037880916	Coos County Court House	55 School Street	Lancaster
6037880917	Coos County Court House	55 School Street	Lancaster
6036434832	Lebanon District Court, Lobby	38 Centerra Parkway	Lebanon
6034489860	Lebanon Rest Area	Route 89	Lebanon
6034489852	Lebanon Rest Area	Route 89	Lebanon
6038239537	Lafayette Place Campground	14 Lafayette Campground Road	Lincoln
6038239906	Lafayette Place Campground	14 Lafayette Campground Road	Lincoln
6034449837	Littleton District Court	134 Main Street	Littleton
6034445793	Littleton Rest Area	Route 93 Exit 44, 2434 St Johnsbury Road	Littleton
6034445794	Littleton Rest Area	Route 93 Exit 44, 2434 St Johnsbury Road	Littleton
6034371766	Park & Ride / Londonderry	2 Garden Lane	Londonderry
6036239182	Armory / Manchester	1059 Canal St, Manchester, NH 03101	Manchester
6036239958	NH Tech Institute - Manchester	1066 Front Street	Manchester
6036274734	NH Tech Institute - Manchester, Lower Level	1066 Front Street	Manchester
6036271114	NH Tech Institute, Second Floor	1066 Front Street	Manchester
6036238282	Calumet House	126 Lowell Street	Manchester
6036239177	Calumet House	126 Lowell Street	Manchester
6036221548	Calumet House, Basement Rec Room	126 Lowell Street	Manchester
6036669979	Calumet House, Basement Rec Room	126 Lowell Street	Manchester
6036669973	Calumet House, First floor	126 Lowell Street	Manchester
6036221056	Calumet House	126 Lowell Street, Basement Rec Room	Manchester
6036238345	Hillsboro County Courthouse	300 Chestnut Street	Manchester
6036239293	Hillsboro County Courthouse	300 Chestnut Street	Manchester
6036229953	Hillsboro County Courthouse, Second Floor	35 Amherst Street	Manchester
6036229983	Hillsboro County Courthouse, Third Floor	35 Amherst Street	Manchester
6038820479	Merrimack Toll	Everett Turnpike	Merrimack
6038863963	Nashua Rest Area	110 Broad Street	Nashua
6035949812	Health & Human Services	19 Chestnut	Nashua
6038898749	Hillsboro County Courthouse	19 Temple	Nashua
6038892911	Nashua District Court	25 Walnut Street	Nashua
6038806122	Hillsboro County, Second Floor	30 Spring Street	Nashua
6038899543	NH Tech Institute	505 Amherst Street	Nashua
6038898186	NH Tech Institute, Community Education	505 Amherst Street	Nashua
6035790397	Park & Ride	9 North Southwood Drive	Nashua
6037632319	Park & Ride	31 Route 103A	New Loudon
6037639104	Sunapee State Park- Bath House	1398 Route 103	Newbury
6038637925	Sullivan County Superior Court, First floor	22 Main Street	Newport
6038635320	Newport District Court, Lobby Outside Courtroom	55 Main Street	Newport
6033569565	N. Conway Rest Area Intervale	Route 16, 3654 White Mountain Hwy	North Conway

ATTACHMENT D
PAY TELEPHONE LOCATIONS
(Continued)

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6039645863	North Hampton Beach, Gray Building	11 Ocean Blvd	North Hampton
6037458526	Flume Main Entrance	850 Route 3	North Woodstock
6037458510	Flume Main Entrance	850 Route 3	North Woodstock
6038952261	Pawtuckaway State Park Main Entrance	128 Mountain Road	Nottingham
6038952281	Pawtuckaway State Park Parking Lot	128 Mountain Road	Nottingham
6035398397	Carroll County Mountain View Nursing Home, First Floor Hall	10 County Farm Road	Ossipee
6035398371	Carroll County Court	96 Water Village Road	Ossipee
6035387495	Lake Francis Visitors Center	439 River Rd	Pittsburg
6033789224	Park & Ride	45 Westville Road	Plaistow
6035369510	Plymouth District Court	25 Green Street	Plymouth
6034228862	Park & Ride / Greenland	1160 Greenland Road	Portsmouth
6034369750	Portsmouth Liquor Store	100 Rotary Circle	Portsmouth
6034369758	Portsmouth Liquor Store	100 Rotary Circle	Portsmouth
6034332134	Portsmouth District Court	111 Parrott Ave	Portsmouth
6034362643	Bus Terminal, Inside	185 Grafton Drive	Portsmouth
6034366971	Bus Terminal, Outside	185 Grafton Drive	Portsmouth
6034367690	Park & Ride / Bus Terminal West Entrance, Pease	185 Grafton Drive	Portsmouth
6034369626	Portsmouth Fishing Port	20 Pierce Island Road	Portsmouth
6033346076	Pease Golf Course	200 Grafton Drive/ Country Club Road	Portsmouth
6033326231	Rochester District Court	76 N. Main Street	Rochester
6034319834	Wallis Sands State Park	1050 Ocean Blvd	Rye
6039648149	Rye Harbor Marina	1870 Ocean Blvd	Rye
6038939070	Exit 1 Salem Rest Area	Interstate 93 North	Salem
6038939072	Exit 1 Salem Rest Area	Interstate 93 North	Salem
6038939073	Exit 1 Salem Rest Area	Interstate 93 North	Salem
6038939084	Exit 1 Salem Rest Area	Interstate 93 North	Salem
6038933747	Exit 1 Salem Rest Area Northbound	Interstate 93 North	Salem
6032868179	Sanbornton Rest Area	Route 93 South	Sanbornton
6032862752	South Sanbornton Rest Area	Route 93 South	Sanbornton
6034746074	Seabrook Rest Area - Route 95 N	Interstate 95 North	Seabrook
6034748375	Seabrook Rest Area - Route 95 N	Interstate 95 North	Seabrook
6034748376	Seabrook Rest Area - Route 95 N	Interstate 95 North	Seabrook
6034748913	Seabrook Rest Area - Route 95 N	Interstate 95 North	Seabrook
6034748933	Seabrook Rest Area - Route 95 N	Interstate 95 North	Seabrook
6034746071	North Seabrook Rest Area	Route 95 North	Seabrook
6034669444	Shelburne Rest Area	835 Route 2	Shelburne
6037635925	Springfield Rest Area, Northbound	1400 Route 89	Springfield
6037635974	Springfield Rest Area, Northbound	1400 Route 89	Springfield
6032375189	Coleman State Park	1165 Diamond Pond Road	Stewartstown
6037727639	NH Tech Institute, Main Entrance	277 Portsmouth Ave	Stratham
6037788615	NH Tech Institute, Main Entrance	277 Portsmouth Ave	Stratham
6033232910	Registry of Motor Vehicles	1864 White Mountain Highway	Tamworth
6033239312	White Lake State Park Office	Route 16	Tamworth
6033239391	White Lake State Park, Beach	Route 16	Tamworth

ATTACHMENT D
PAY TELEPHONE LOCATIONS
(Continued)

Current Telephone Number	Site Location	Address	New Hampshire City/Town
6032869650	Veterans Home, South Terrace	139 Winter Street	Tilton
6034372780	Weigh Station Route 93 Northbound	Interstate 93 North	Windham
6034374670	Weigh Station Route 93 Southbound	Interstate 93 South	Windham

**ATTACHMENT E
INMATE ACCESS TO TELEPHONE SYSTEM**

The Contractor shall abide by the following Department of Corrections policy and any amendments or alterations throughout the duration of the contact and any extension thereof.

NH DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE DIRECTIVE	CHAPTER <u>Resident Programming</u> STATEMENT NUMBER <u>7.28</u>
SUBJECT: INMATE ACCESS TO TELEPHONE SYSTEM	EFFECTIVE DATE <u>04/15/04</u> REVIEW DATE <u>11/01/05</u> SUPERCEDES PPD# <u>7.28</u> DATED <u>11/01/02</u>
ISSUING OFFICER: <u>MRS. LES DOLECAL, ACTING COMMISSIONER</u>	DIRECTOR'S INITIALS APPENDIX ATTACHED: YES NO
REFERENCE NO: See reference section on last page of PPD.	

- I. **PURPOSE:**
To provide a policy for inmates access to public telephones.
- II. **APPLICABILITY:**
To all inmates and employees.
- III. **POLICY:**
It is the policy of the NH Department of Corrections to provide for inmate access to public telephones.
- IV. **PROCEDURE:**
 - A. All inmates, except those in disciplinary segregation, serving a disciplinary sanction of loss of telephone privileges or have temporarily had their telephone privileges suspended by the Warden, may make outgoing collect telephone calls. Phone calls may be made to anyone on the inmate's 20-person telephone list that is willing to accept toll charges. Inmates may make calls that do not conflict with the Departments programming schedule.
 - B. Inmates in Segregation are governed by PPD 7.49.
 - C. Inmates are not permitted to access or use departmental telephones. The only exception would be to place a family crisis phone (as defined in PPD 7.05) under direct supervision of staff. Once a staff member receives information regarding a family emergency, they may allow the inmate to make a short phone call upon the approval of the Unit Manager.
 - D. The current telephone system is designed and maintained by Public Communications Services. Inmates are allowed to make collect **ONLY** calls from the Inmate Telephone System. Three-way calls are prohibited. Inmates making 3-way calls are in direct violation of the system's design and usage purposes.

**ATTACHMENT E
INMATE ACCESS TO TELEPHONE SYSTEM
(Continued)**

**STATE OF NEW HAMPSHIRE
PERSONAL ALLOWED NUMBER REQUEST FORM**

This is my request to have the below listed numbers entered into the Inmate Phone System on my account. I understand that these numbers will be the only numbers I am allowed to call and that if any of the numbers I have requested are not valid, then I will not be able to place calls to that number. I also understand that all calls are subject to recording and monitoring at any time, with the exception of calls to attorneys. All numbers will be verified.

LAST NAME _____ FIRST NAME _____ M.I. _____

DOC # _____ FACILITY NAME _____ UNIT _____

Add (A) Delete (D)	Name Of Called Party	Relationship	Area Code	Telephone Number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

CONSENT TO ASSIGNMENT

The N.H. Department of Administrative Services ("State") hereby conditionally consents to Inmate Calling Solutions, LLC, d/b/a IC Solutions assignment of the Inmate and Pay Telephone Services contract approved by Governor and Council on May 16, 2007 to Texas ICS Holdings, LLC.

This consent to assignment is conditioned upon Texas ICS Holdings, LLC assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract for the full term of the contract.

Subject to the conditions contained herein, this contract assignment shall be effective July 8, 2009

By: Linda M. Hodgdon

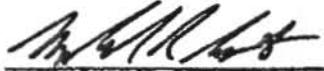
Name: Linda M. Hodgdon, Commissioner

Date: 7/24/09

Texas ICS Holding, LLC

Texas ICS Holding, LLC ("TX-ICS"), a Texas limited liability company, hereby transfers and assigns all of its rights and obligations under that certain Inmate and Pay Telephone Services contract approved by Governor and Council on May 16, 2007 (the "Contract"), which was initially assigned to TX-ICS on July 8, 2009, to Inmate Calling Solutions, LLC, a California limited liability company ("ICS").

Texas ICS Holding, LLC, by:



Michael R. Smith, President

Inmate Calling Solutions, LLC, by:



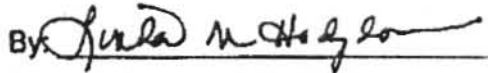
Michael R. Smith, President

**State of New Hampshire
Dept. of Administrative Services
Office of the Commissioner**

The N.H. Dept. of Administrative Services hereby conditionally consents to the foregoing assignment.

This consent to assignment is conditioned upon ICS assuming full responsibility for performance of the entire Contract including, but not limited to, any and all obligations *and liabilities* under the Contract for the full term thereof. *8/5/10* *8/5/10*

Subject to the conditions contained herein, this contract assignment shall be effective July 1, 2010.

By: 

Linda M. Hodgdon, Commissioner
Name & Title

8/5/10
Date

CONTRACT BOND

Bond No. 105595170

KNOW ALL MEN BY THESE PRESENTS, That we, Inmate Calling Solutions, LLC, 2200 Danbury, San Antonio, TX 78217 Contractor as Principal and Travelers Casualty and Surety Company of America, as Surety whose mailing address is: One Tower Square, Hartford, CT 06183 are held and firmly bound unto the State of New Hampshire in the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) to be paid to the said State of New Hampshire or its certain attorney, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are that whereas the said Principal has entered into a contract with the State of New Hampshire through its Commissioner of Department of Administrative Services for inmate and pay telephone services from prison facilities in the State of New Hampshire.

Now the conditions of this obligation is such that if the said Principal and his subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said contract set forth and specified to be by the said Principal kept and performed and shall also pay all lawful taxes and shall also pay all labor performed or furnished, for all equipment hired, including trucks, for all materials used and for fuels, lubricants, power tools, hardware and supplies purchased by said Principal and used in carrying out said contract and for labor and parts furnished upon the order of said Principal for the repair of equipment used in carrying out said contract, this agreement to make such payment being in compliance with the requirements of Revised Statutes Annotated 447:16 to furnish security there under and being in fact such security, and if said Principal shall well and truly indemnify and save harmless said The State of New Hampshire against all claims and suits for damages to persons or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said contract; then this obligation shall be void and of no effect; otherwise it shall remain in full force and virtue.

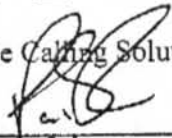
The Principal and Surety further understand and agree (1) that no modification or alteration of said contract shall in any way affect the obligation of the Surety hereunder; (2) that in case of liabilities not covered by said Revised Statutes Annotated 447:16 but covered by this bond, then the provisions of this bond shall control; (3) that Sect. 109.06 of the New Hampshire Standard Specifications as revised and as accepted by the Principal and Surety herein, provides in part as follows: "No moneys, payable under the contract or any part thereof, except the estimate for the first month or period, shall become due and payable, if the Commissioner so elects, until the Contractor shall satisfy the Commissioner that he has fully settled or paid for all labor performed or furnished, for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out

said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract, and the Commissioner, if he so elects, may pay any and all such billed in whole or in part, and deduct the amount of amounts so paid from any monthly or final estimates, excepting the first estimate."

Signed, sealed and effective this 08th day of June, 2011.

Inmate Calling Solutions, LLC

Witness Emily K Thomas

By 
Paul Scherer, Vice President

Travelers Casualty and Surety Company of
America

Witness Heidi A. Scheiser

By 
Sandra L. Ham, Attorney-In-Fact

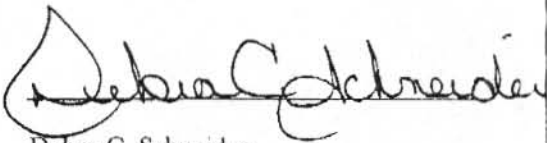
ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
County of St. Charles } ss.

On this 08th day of June, 2011, before me personally appeared Sandra L. Ham, known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Debra C. Schneider
Notary Public in the State of Missouri
County of St. Charles

My Commission Expires: November 5, 2011

(Seal)

DEBRA C. SCHNEIDER
Notary Public/Notary Seal
State of Missouri
St. Charles County
COMMISSION #07419088
My Commission Expires: 11/05/2011



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221904

Certificate No. 003624966

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Pamela A. Boelman, Heidi A. Notheisen, Cynthia L. Choren, Dabra C. Schneider, JoAnn R. Frank, Karen L. Roider, and Sandra L. Ham

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of April, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

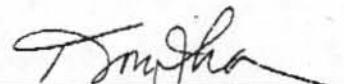
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 08th day of June, 2011

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.