

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **RUDOLPH W. OGDEN**
Telephone: (603)-271-3290
Fax: (603) 271-7564
Email: prchweb@nh.gov

RE: **Bid Invitation Name: INMATE AND PAY TELEPHONE SERVICES**
Bid Number: BID 1483-13
Bid Opening Date and Time: November 9, 2012 @ 11:30 AM

Dear **Rudolph W. Ogden**:

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1483-13 for Inmate and Pay Telephone Services Contract(s) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the ____ day of _____, 2012, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Subject:

1 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution)			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subvendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing 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 Contract(s)ing Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

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

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the

period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S) S. The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

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

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

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any

Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

GLOSSARY OF TERMS

Terms used in this document are defined as follows:

Acceptance	The time at which services have been certified by the Vendor and State as meeting all operational requirements and the Vendor's work has been 100% completed in a satisfactory manner.
Business Day	Any calendar day (24 hours) is considered a business day.
Call in Progress	Call not completed but currently with an established connection.
Call Progress	Dialing and initiation of call to establish connection.
Common Carrier	A supplier of facilities used to provide transmission of voice and data from one point to another over a telecommunications network.
Contract	Final agreement signed by the Vendor and State, inclusive of all terms and conditions of the resulting agreement.
Contractor Employee	Any individual employed by or subcontracted to a Contractor providing services to the State.
Cutover	The transfer of services from existing Vendor services to new Vendor services and/or the introduction and initiation of services to any office.
Department	Department of Administrative Services
FCC	Federal Communications Commission
ICP	Inmate Call Processor system which administers the inmate phone stations.
Inter-LATA	Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.
Intra-LATA	Calls made within the same LATA. For the purposes of this Bid, Intra-LATA shall include the 603 area code and all geographical areas of New Hampshire.
LATA	Local Access and Transport Area; geographic boundary between local exchange and inter-exchange carriers.
LEC	Local Exchange Carrier
Local Exchanges	The telephone number exchanges that may be called (telephoned) through a LEC Central Office without incurring toll charges.
MAC	Moves, Addition of telephones, or Change (relocation) of telephone services.
NPA	Numbering Plan Area (Area Code)
NXX	The first three digits of a North American telephone number.
PIC	Primary Inter-exchange Carrier.
PIN	Personal Identification Number
Response	Vendor's response to this Bid Request.
PUC	State of New Hampshire Public Utilities Commission
Repairs	Services initiated through trouble reports to Vendors and resulting corrections.
Replacement Services	Services replacing incumbent contactor services.
Offer	A Vendor's offer, submitted in response to a Bid.
State	The State of New Hampshire
Telephone Bank	Any grouping of two or more telephones within a single room or area of any location.
Vendor or Contractor	Any entity submitting an offer in response to this Bid.

1.0 GENERAL INSTRUCTIONS

1.1 Intent

The intent of this Bid is to establish a contract for inmate telephone and pay telephone services including telephones, switching equipment, administrative PCs, hardware, software, telephony facilities for local, intra-LATA and inter-LATA service, maintenance and end user support. Inmate telephone services shall include Department of Corrections facilities and State Prisons. Pay telephone services shall incorporate all State locations either owned or leased by the State. Services shall be consistent with all specifications set forth in this Bid. Vendor shall coordinate all activities with existing State contractor in order to maintain a smooth transition of uninterrupted service.

1.2 Vendor Eligibility

Vendors must be technically competent to work on equipment for which they are proposing service. The Vendor must maintain a staff of fully certified and experienced technicians for provisioning and maintenance of telephones, equipment and related facilities. This Bid is restricted to qualified Vendors who can provide service, materials and coverage to the State as specified in this Bid.

1.3 Vendor Responsibility

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

1.4 Contract Terms and Conditions

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor

The form contract(s) P-37 included herein shall be part of this bid and the basis for the contract(s). The successful bidder and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of any resulting contract shall be from Governor and Executive Council approval through March 31, 2016, a period of 39 months, with an option to renew for one (1) additional two (2) year period, subject to Governor and Council approval. All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed 90 days without a formal contract extension. Vendor may commence work upon receipt of a written notice to proceed from the Contracting Officer. Maintenance and support shall be continued throughout the duration of the contract.

1.5 Termination

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful bidder a thirty (30) day written notice.

1.6 Bid Inquiries

Vendors must carefully read and understand the information in this Bid. It is the responsibility of the Vendor to inquire and have clarified any requirements of this Bid that are not understood. **Any issues regarding the Terms and Conditions of this RFB must be resolved during the Vendor Inquiry period.**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Rudolph W. Ogden Purchasing Agent, Bureau of Purchase and Property, at Rudolph.Ogden@nh.gov, or Telephone number: 603-271-3290. All requests shall be submitted according to Section 1.17 Schedule of Events.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

The State assumes no responsibility for understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this Bid. Verbal discussions pertaining to modifications or clarifications of this Bid shall not be considered part of this Bid unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's Bid.

1.7 Site Visits

There are no scheduled site visits for this bid. If you would like to schedule a site visit, however, please contact the "Point of Contact" for this bid no later than 10/26/12.

1.8 Bid Addendums

If for any reason, the State finds it necessary to amend this Bid, addenda will be released on a State web site at <http://admin.state.nh.us/purchasing/vendorresources.asp>. Addenda will be clearly marked as such and will be serially numbered. Failure of any Vendor to receive an addendum or the notification of all addenda numbers shall not relieve such Vendor from any obligation under the Bid or obligate the State in any way. All addenda so issued shall become part of this Bid. No one is authorized to amend this Bid by oral communication.

1.9 Vendor Certification

ALL Bidders SHALL be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION Vendor SHALL have a completed Vendor Application and Alternate W-9 Form which SHALL be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/vendor.asp>
- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION A bid award, in the form of a contract(s), will ONLY be awarded to a vendor who is registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, by the using agency, the vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

1.10 Terms of Submission

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

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

1.11 Licenses and Registrations

Vendors must have all licenses, registrations and permits required by Federal and State laws for performance of a resulting contract prior to the award of contract. Copies of each must be provided in an attachment to the Bid response.

1.12 Liability

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract issuance.

1.13 Vendor Responsibility

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the Bid, their response and any resulting contract. Any subcontracted Vendor shall be approved by the State prior to commencement of any services related to the State.

1.14 Rights of State Government

This Bid does not commit the State to award a contract. The State reserves the right to interview any or all Vendors responding to this Bid. The Vendor shall arrange site visits with Vendor's clients and facilities if requested by the State. The State shall be the sole factor when determining what constitutes an acceptable offer.

1.15 Cancellation of Bid

The State reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

1.16 Certificate of Insurance

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

1.17 Schedule of Events

The following table summarizes the upcoming Bid related events and timeframes.

EVENT	DATE	TIME
Bid Released to Vendors/ Vendor Inquiry Period Begins	10/23/12	
Deadline for Site Visit Request	10/26/12	1:00 PM
Vendor Questions Due (Vendor Inquiry Period Ends)	10/29/12	3:00 P.M.
State Responses to Vendor Inquiries (approximate date)	11/2/12	End of Business
Final Date for Response Submission	11/9/12	11:30 AM
Installations Complete, Fully Functional and Operational	3/15/2013	
Certificate of Completion	4/1/2013	

1.18 Security for Faithful Performance

Vendors shall file a \$100,000 performance bond with the State. Bond shall be issued by corporations satisfactory to the State, duly and legally licensed to transact business in the State of New Hampshire. Bonds shall be issued at the expense of the Vendor, maintained by the Vendor at the Vendor's expense, and shall remain in effect for the length of the contract and any extension.

1.18.1 Delivery

Bond shall be delivered to the State five (5) business days after notice of intent to award contract. If such is not provided, the intent of award may be nullified and the State may award the contract to an alternate Vendor.

1.18.2 Performance Bond

The performance bond shall secure the performance of the Vendor under any Contract resulting from this bid. Said performance bond shall be forfeited on failure of Vendor to perform on any part of the resultant contract giving rise to an event of default under the contractual terms. Performance bond proceeds may also be applied to the Vendor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar services to replace those terminated as a result of the Vendor'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 Vendor to substitute a more acceptable performance bond in such form(s) as the State deems necessary prior to acceptance of the performance bond.

1.19 Final contract

Any contract will not be final or binding upon the State unless it is approved by the Governor and Executive Council pursuant to RSA 4:15. An award under RSA 21: I-13, II shall occur when the Commissioner submits a contract to Executive Council. At that time, all responses will be available to the public to the extent permitted by the "Right to Know" law, RSA 91-A.

1.20 Instructions to Bidders

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section and provide other information as indicated
- Complete the "Bidder(s) Contact Information" section
- Complete the company information on the "Bid Transmittal Letter" page; sign and notarize the bid in the spaces provided.

1.21 Standard Contract Form

The State of New Hampshire standard contract form (#P-37) is part of this Bid and shall be separately executed by the State and the awarded Vendor in event of a contract as a result of this Bid.

1.22 If awarded a Contract

The bidder must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor
- Section 1.13 Acknowledgements
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described in paragraph **1.16 Certificate of Insurance**.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

1.23 Public Disclosure of Bid Submissions

Generally, all bids and responses (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the “Right-to-Know” Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or response that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, response or related material, which is not so marked. Marking an entire bid, response, attachment or sections thereof confidential without taking into consideration the public’s right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or response results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or response, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, response or related materials which is not marked as confidential. In the case of bids, responses or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, response or related material will not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder’s designation regarding confidentiality.

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

1.24 Award Criteria

Consideration of award shall be made to the qualified Bidder with the lowest cost offering as determined by the Bidders’ Total Cost Of Services, see Attachment A of the bid. Only Vendors meeting all Bid requirements will be considered for contract. Any false or misleading statements found in the Vendor Bid shall be grounds for disqualification. The State reserves the right to reject any and all Bids at its discretion. The Bid as released by the State, any addenda, and the Vendor response shall be incorporated into and form the basis of a written contract with the State.

1.25 Notification and Award of Contract

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

1.26 Contract Interpretation

Any contract resulting from this bid shall be interpreted in accordance with the laws of the State of New Hampshire. Failure of State at any time to require strict performance of any provision of any future contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

1.27 News Releases

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

1.28 Bid Response

The Vendor shall respond to this Bid prior to the due date specified in paragraph **1.17 Schedule of Events**. If the company product literature or other publications are attached and intend to be used in direct response to a Bid requirement, include direct references to the Bid section requirement and page number.

The Vendor's signature on a response submitted in response to this Bid guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive response.

1.28.1 Bid Submission

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy, or complete fax copy offers or electronic copy to the Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail to:

Rudolph W. Ogden, Purchasing Agent
NH Bureau of Purchase and Property
25 Capitol Street - Room 102
Concord NH 03301

Submission of bid in its entirety via fax to 603-271-7564 or email to prchweb@nh.gov

Bid responses shall be marked as:

State of New Hampshire RFB No. 1483-13

Due Date: November 9, 2012

Inmate and Pay Telephone Services

An unsigned or incomplete bid shall be rejected. In responding to the Bid, the Vendor shall address all requirements for information, and frame their response in the format as follows.

1.28.2 Response Sequence

Bidders' response must be arranged in the following sequence of documents.

1.28.2.1 State of New Hampshire Bid Transmittal Letter

Complete all blanks as indicated on form

1.28.2.2 Original Printed Bid

This Bid has been released electronically. Bidder must print and submit an exact bid released printout as evidence of agreement with all terms and conditions of the released bid as modified through State provided addenda. Any changes in text, terms or conditions without State released addenda shall be rejected. All terms and conditions as released by the State will take precedence over changes provided in Vendor responses. **DO NOT INSERT VENDOR COMMENTS WITHIN OR BETWEEN BID PARAGRAPHS.**

1.28.2.3 Executive Summary

The Executive Summary must summarize the Vendor's proposed solution including the manufacturer, model and version of all equipment and software to be provided. This summary provides Vendors the opportunity to confirm the ability of their offering to meeting the bid requirements.

1.28.2.4 Company Profile

The Vendor shall provide at a minimum, a general company overview including company background, number of employees, financial capabilities of business and a listing of any litigation, previous or currently outstanding, relating to the Vendor and any proposed subcontractor's performance. Vendor must provide information demonstrating that their staff is of sufficient size and experience to complete the requirements outlined in this Bid.

1.28.2.5 Experience

The Vendor shall have services and products operating for existing customers that are comparable in size and type to those proposed in this Bid. Include a list of the five most recent installations, customer contacts, telephone numbers, equipment used and brief description of projects.

1.28.2.6 Detailed Response

The Vendor must confirm that their proposed service will meet or exceed the requirements as outlined in the Bid, and how it will be accomplished. Vendors shall provide a comprehensive and detailed description of the products and services offered in response to the requirements described in **Section 3: Scope of Services**. Include manufacturer operation and installation manuals defining system technology.

1.28.2.7 Attachment A Pricing

Prices must be submitted using Attachment A: Pricing.

2 GENERAL INFORMATION

2.1 General Overview

The intent of this Bid is to obtain a Vendor for the provisioning of Inmate Telephone Services for the Department of Corrections' locations, and Pay Telephones at a number of State government locations. No costs shall be directed to the State. The Vendor shall provide all facilities, equipment, and related services. Vendors shall provide Pay Telephone commission to the State based on gross charges exclusive of taxes and federal fees.

2.1.1 Service Locations

Inmate Collect-Call telephones are required at New Hampshire Department of Corrections facilities and State Prisons including the State Prison for Men campus 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 Northern New Hampshire Correctional Facility in Berlin and Calumet House at 126 Lowell St. in Manchester, NH.. Calumet is a new inmate telephone location requiring two telephones. Additional locations and phones may be added or deleted at any time due to the administrative changes, facility expansion or closing of facilities.

Included within the Concord campus are seven (7) pairs of visitor intercom phones located in four (4) non-contact visiting booths in the General Population Visiting Room and three (3) non-contact visiting booths in the Special Housing Unit. Vendor will be required to provide the same recording and investigative search features as for the inmate telephones. Also, the Vendor is required to provide two new inmate telephones, with locations within the North End House located on the NH Prison for Men campus. These phones shall have the same recording and investigative search features as the inmate telephones.

Approximately 77 locations require approximately 107 pay telephones. Locations include owned and leased space throughout geographic New Hampshire. The Vendor shall be responsible to review sites, record telephone numbers, verify telephone locations and report back to the State with all such information if awarded a contract.

2.1.2 Confidential Information

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

2.1.3 Service Coordination

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

Dept. of Corrections
105 Pleasant Street, PO Box 1806 (Mailing)
Concord, NH 03302-1806
Telephone 603-271-5600
Fax: 603-271-5643

2.2 Systems Environment

Vendor 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 will be given to Vendor equipment.

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

2.3 Current System

Inmate telephone services are currently provided by IC Solutions

3 SCOPE OF SERVICES

This section includes specifications for Inmate Telephone and Pay Telephone services. Items under 3.1 are common to both services while items under 3.2 are specific to Inmate Telephone services and items under 3.4 are specific to Pay Telephones. The Vendor must include any equipment and facilities required for the services to perform as specified within.

3.1 Common Requirements

3.1.1 Scope

Vendor shall provide complete “turn key” services, requiring no items ordered or provided by the State. The Vendor shall obtain all Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet contract requirements. The Vendor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the Vendor. 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.

3.1.2 Installation Guidelines and Schedules

The Vendor must provide and install new equipment on sites with limited space provisions. Sites are presently equipped by Inmate Calling Solutions or their subcontractors. The Vendor is required to install replacement equipment within the same locations and cut over services prior to removal of existing equipment.

3.1.3 Ownership of Equipment

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

3.1.4 Interface Cable, Jacks and Administrative/Investigative PCs

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

3.1.5 Subcontractor Equipment

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

3.1.6 Removal of Equipment

The State shall bear no costs for the removal and transfer of services from incumbent contractor to the contractor obtained as a result of this bid. Vendor shall not be reimbursed for the removal or relocation of any Vendor equipment throughout the duration of any resulting contract, including the removal of equipment at contract termination. Vendor shall make arrangements for removal of existing systems at each facility, with smooth cutover to new services without interruption of service. The Vendor must coordinate all circuit orders with the LEC and IEC. Timelines shall be coordinated with State designate.

3.1.7 Equipment Installation

All wiring and connections to the Vendor equipment shall be made using Vendor supplied cable and facilities. The Vendor shall provide all materials required to install receptacles and wiring. Existing cable 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 vendor must be new equipment. *Incumbent contractor shall remove all existing equipment and replace with new equipment if awarded a subsequent contract due to this bid. All telephones, switches and equipment must be removed and replaced with new equipment in order to be compliant with this requirement.*

Vendor 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 April 1, 2013 and April 1 of each succeeding year of the contract and any extension thereof.

3.1.8 ADA/IBC Codes

The Vendor 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.

3.1.9 Operational and Maintenance Support

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

3.1.10 Telephone Support

Vendor 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.

3.1.11 Cooperation with Carriers

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

3.1.12 Service Availability

Service shall be available 24 hours per day, 7 days per week. Services shall encompass all facilities and equipment necessary to implement required operations including local, interLATA and intraLATA transport. The Vendor shall coordinate all activities with existing Vendors in order to maintain a smooth transition of uninterrupted service.

3.1.13 System Failures

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

3.1.14 Call Completion Failures

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

3.1.15 Inter-LATA Carrier Selection

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

3.1.16 Call Quality

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

3.1.17 Line Optimization

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

3.1.18 Test Calls

Vendor shall provide high quality transmission service. Service shall be verified by a test call to an industry standard milliwatt tone and quiet generated in a facility within a selected North American NXX/NPA, and 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. .

3.1.19 Credit for Faulty Call Transmission

Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and is billed for faulty service. Credit shall also be issued when a call is terminated within 30 seconds of call initiation due to substandard transmission quality, and a second attempt is made. The user has the right to request a refund when providing the proper information such as the number dialed, time called and date called. The Vendor must work directly with the complainant. The Vendor shall be responsible to verify the sequential call attempts. The Vendor shall be responsible

to provide evidence that the call services fall within the call quality and operating parameters as noted in items 3.1.15 through 3.1.17

3.1.20 State Notification of Faulty Transmission

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

3.1.21 Call Completion

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

3.1.22 Connect Time

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

3.1.23 Connectivity

Vendor 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 Vendor selected long distance carrier is prohibited. Rejection due to failure of called party to complete payment for calls as in the case of prepaid calling or debit services is at the discretion of the Vendor.

3.1.24 Commission and Usage Management Reports

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

Pay telephone reports shall:

- Identify revenue and commission paid itemized by call originating telephone, location and number;
- Identify revenue and commission itemized by coin, collect/3rd party, and dial-around;
- Identify revenue and commission itemized by local, intra-LATA and inter-LATA calls.

Inmate telephone reports shall;

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

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

3.1.25 Reporting Requirements

Reports shall be due on the 10th 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 E Sample Vendor Reports for Telephone Usage**.

3.1.26 Dedicated Financial Representative

The Vendor shall assign a dedicated financial representative to the State account that will 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.

3.1.27 Corrective Data

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

3.1.28 Installation Report

On or before April 1, 2013 Vendor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service. The following additional items must be provided:

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

3.1.29 Repair and Monitoring Practices

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

3.1.30 Response to Major Service Calls

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

3.1.31 Response to Minor Service Calls

The Vendor shall respond to a minor service call within the next business day of report of occurrence. A minor service call is defined as any service call not defined as major. Additional services such as Moves Adds and Changes (MAC) will be requested after installation. Most work will be scheduled some time in advance (three or more days), but the Vendor 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.

3.1.32 Repair Reports

The Vendor shall provide monthly trouble reports summarizing repair activities for the previous month's reports. The Vendor 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.

3.1.33 Unauthorized Activities

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

3.1.34 Audits

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

3.1.35 Contacts

The Vendor, within five (5) days after contract award, shall notify the Telecommunications Section, in writing of the names, addresses and telephone numbers of the principal contact(s) for:

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

The Vendor shall provide written notice to the Department of Corrections of any changes of contact personnel and/or telephone numbers.

3.1.36 Telephone Count

The Vendor must provide service on a one telephone to one telephone replacement basis. The Vendor shall not decrease telephone count unless directed to do so by the State.

3.1.37 Confidential Information

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

3.2 Inmate Telephone Requirements

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

3.2.1 Administrative / Investigative PCs

All Administrative / Investigative PCs shall be maintained by the Vendor throughout the contract, but be turned over to the state at the termination of the contract. The State shall receive such including all software and peripherals, as considered inclusive in the system. The State shall not be held responsible for any damage to equipment. All call records, call recordings and related records shall be State property and remain with the State at the termination of any contract.

3.2.2 Compact Design

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

Vendor may offer service via a virtual environment, where limited switching or processing equipment is located at State site. Vendor must define the equipment within tithing the bid response.

3.2.3 Power (Applies to all on site equipment)

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

3.2.4 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 Vendor when available.

3.2.4.1 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

3.2.4.2 Handset

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

3.2.5 Postings

Basic telephone operation instructions must be posted within 12" of each phone. Posting shall be in English, Spanish and French. Sample posting is provided in **Attachment B**.

3.2.6 System Functional Requirements

3.2.6.1 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 Vendor shall assure that no operator assistance services (0+ dialing) may be accessed. The Vendor must assure that no directory assistance services may be accessed.

3.2.6.2 Voice Prompts

The ICP shall offer clear and concise voice prompts in English, Spanish and French. English will 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.

3.2.6.3 Fraud Control

The ICP must include the following fraud control features:

3.2.6.3.1 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.

3.2.6.3.2 Switch-hook Detection

The system shall constantly monitor the inmate phone for attempts to manipulate the switch-hook in order to bypass system controls. Any such attempt will result in call disconnection. At no time will 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.

3.2.6.3.3 Third Party Conference Call Detection

Third party conference call detection limiting the possibility of call conferencing and call forwarding. Detection sensitivity must be adjustable to defer premature disconnect due to noisy connection.

3.2.6.3.4 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 Vendor system administrators to insure that volume is consistent with telephone receiver volume.

3.2.6.3.5 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.

3.2.6.3.6 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.

3.2.6.3.7 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.

3.2.6.4 Call Duration

Call duration must be controlled per defined length of call. Both called and calling parties will receive a voice message indicating maximum call duration has been met and that the call will terminate. Time duration must be programmable by Department of Corrections' personnel in one-minute increments from three to sixty minutes. Maximum call length shall be determined by the State. The current maximum call duration is 60 minutes.

3.2.6.5 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.

3.2.6.6 Called Party Block

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

3.2.6.7 Investigation Call

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

3.2.6.8 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.

3.2.6.9 Station Disconnect

The system shall be provided with two methods to quickly shut down all telephones during an emergency. The facility will 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.

3.2.6.10 Pulse Dial/DTMF Call Acceptance

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

3.2.6.11 Call Sequence

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

Caller lifts handset.

Caller receives a repeated message to choose between English, Spanish or French, each in the appropriate language.

Caller receives repeated message to enter a Personal Identification Number (PIN).

Caller enters PIN number.

Caller receives repeated message to indicate that number entered was number desired. Caller presses a DTMF key to continue the call, or a different key allowing the caller to re-dial the number.

Caller receives message to state his 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. The system shall allow the called party to interrupt the receiving party message at any time once the instruction is recognized by accepting or rejecting the call. Rejected calls shall not be billed by the vendor.

Inmate receives message that his 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.

3.2.6.12 Call Detail Reporting and Storage

The ICP must provide onsite storage of call detail information. Other requirements include the following paragraphs.

3.2.6.13 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 Vendor. Connection to the State computer network is not a requirement. Vendor shall provide computer, hard drive, software and interface to Vendor 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.

3.2.6.14 Call Backup

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

3.2.7 P-02 Grade of Service

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

3.2.8 Automatic Trunk Disable

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

3.2.9 Out-Dialing

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

3.2.10 Administrative / Investigative PC Specifications

The Vendor shall provide a minimum of eleven (11) administrative / investigative PCs for State employee use. Six (6) shall be located at the Department of Corrections facility on 281 North State Street in Concord, one (1) at the State Prison for Women located on 317 Mast Road in Goffstown, two (2) at the office of State Police located on 33 Hazen Drive, Concord, and two (2) at the Northern New Hampshire Correctional Facility in Berlin or alternate locations.

3.2.10.1 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 shall be industry standard equipment, including the following minimum specifications:

- Current Vintage Processor
- CD Read/Write Drive
- 500GB Hard Disk Drive
- Integrated Ethernet Network Interface
- 3 Button Wireless Optical Mouse with Scroll
- Wireless Keyboard
- 4 GB RAM

Current Windows Operating System
24" Flat Panel Color Monitor
Laser Printer with Print Cartridges

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

3.2.10.2 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 Vendor. (This requirement does not include network connectivity to the Department of Corrections WAN.)

3.2.10.3 Functional Requirements

Vendor equipment shall allow the following feature operations with programming and monitoring features available through any vendor provided Administrative/Investigative PC at any State location:

- 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 vendor 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.

3.2.10.4 Administrative/Investigational PC Training

Onsite training shall be provided for up to ten (10) 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. Items covered shall at a minimum, each of the following items:

- Administrative Terminal Operations;
- Reporting Options and Queries;
- Inmate call process;
- Communicating PIN assignment/change requests to administrators;
- Trouble reporting procedure;

- Emergencies Operations– phone shutdown, reporting, services.

3.2.11 On Site Personnel

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

3.2.12 Department of Corrections Personnel Training

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

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

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

3.2.13 Inmate Complaints

The Vendor shall accept and address complaints from inmates who have attempted to use telephones and failed to be able complete calls due to any issue. Vendor must utilize complaint forms similar to the sample presented in **Attachment C Sample Inmate Telephone Trouble Report**.

3.2.14 Acceptance Testing

Acceptance testing shall be performed by the Vendor in the presence of the Department of Corrections personnel and/or their designated representative(s). Any failed service or service feature must be corrected within the timeframes stipulated in paragraph **3.1.29 Repair and Monitoring Practices**. In all cases, equipment must be complete and fully functional on the date indicated in paragraph **1.17 Schedule of Events** noted as “Installations Complete and Fully Functional”.

3.2.15 Onsite Inspections

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

3.2.16 Invoicing

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

3.2.17 Prepaid Calling and Debit Services

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

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

Prepaid services shall be available in denominations of \$25.00, and shall allow balances as low as \$25.00 or less. Vendor shall not add any additional charge for minimum balance accounts. Users shall not be charged to set-up or maintain accounts.

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

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

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

Prepaid and debit calling services shall be only allowed at the discretion of the State. Vendor must obtain State approval prior to implementing any such services. Services shall be modified to meet State requirements prior to approval and implementation.

All prepaid calling and debit service calls shall be included in call reports provided to the State.

In all cases, the Vendor shall be the primary contact for all service issues.

3.2.18 Security Software/Features

Vendor service shall incorporate the following services.

3.2.18.1 Biometric Inmate Identification

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

3.2.18.2 Call Record Mining

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

3.3 Visitor Intercom Phones

Vendor shall provide seven (7) complete pairs (two phones per pair) of visitor intercom phones meeting the same specifications as those defined in paragraphs **3.2.4 Telephones**, and related paragraphs. Exception shall be the length of the telephone cord, allowing enough length to allow users at a sit down visitation to easily use the phones. All other telephone characteristics of inmate phones including call recordings and data search capabilities shall be included with the visitor intercom services. There shall be no charges for the installation or use of visitor intercom phones.

Three (3) sets of intercom phones shall be provided in the Secure Housing Unit and four (4) sets of intercom phones shall be provided in the visitor's area of the NH State Prison for Men facility.

3.4 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 F**. The Vendor shall be responsible to provide reports on telephone location, equipment used and telephone line/circuit number used to provide services. Report shall be due within 14 days after installation with updates provided whenever changes are made. The vendor shall not be responsible to negotiate leases for the required space to mount telephones. Service requirements include all requirements noted in paragraph **3.1 Common Requirements** and associated subparagraphs, in addition to the following paragraphs.

3.4.1 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.

3.4.2 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. Sample posting is provided in **Attachment B**.

3.4.3 Operator Interface

Service must allow access to operator assistance and directory assistance.

3.4.4 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.

3.4.5 911 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 911 service without restriction.

3.4.6 Telephone Support

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

3.4.7 System Failures

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

3.4.8 Call Complaints

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

3.4.9 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. Vendor shall reimburse costs of failed calls directly to users.

3.4.10 Toll Free Access

Vendor must allow access to toll free services without restriction.

3.4.11 Operational Date

All services shall be scheduled in advance of cutover or installation. The Vendor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before April 1, 2013. Any additional telephones shall be installed within 14 calendar days of request by the State.

3.4.12 Service Interruptions

The Vendor 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 Vendor shall be required to coordinate all activities with existing vendors in order to maintain a smooth transition of service. Vendor shall insure that no telephone bank shall be left without one operating telephone. Any single telephone will not be left without service for more than 24 hours.

3.4.13 Telecommunications Devices for the Deaf

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

3.4.14 Incoming Calls

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

3.4.15 Printed Telephone Directory

The Vendor 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.

4 STAFFING

4.1 State Personnel

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

4.2 Vendor Personnel

Vendor shall assign capable personnel, knowledgeable of the Vendor 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 Vendor support personnel shall be available 24 hours per day, 7 days per week. Vendor personnel shall abide by all DOC policies inclusive **Attachment G Inmate Access to Telephone System**.

4.2.1 Account Management

The Vendor shall provide a primary Account Manager to work in conjunction with the State and any other Vendor regarding the installation or delivery of services and equipment. The Account Manager shall be responsible 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.

4.2.2 Technical Support Engineer

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

4.2.3 Pre-Installation and Post-Installation Technical Support

The Vendor shall provide Technical Support personnel qualified to support and troubleshoot all Vendor 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 Vendor.

4.2.4 Additional Security Review

Any Vendor or sub-Vendor 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.

4.2.5 On Site Administrator

Vendor must provide onsite system Administrators who shall be a Vendor employee 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. The Administrator shall be responsible to implement service changes, system updates and repair processes. The Administrator will also support Investigators in the operation of the Vendor systems and creation of ad-hoc reports. Operational support shall include, but not be limited to, data entry for the establishment of new inmate accounts, calling privileges, call restrictions, collecting and inputting voice samples of the inmates for identification and tracking purposes, entering and adjusting inmate personal identification numbers (PIN) and training Corrections staff in the use of the Administrative / Investigative terminals (PCs) and assist investigators in searching or loading files. Administrator shall abide by all Department of Corrections regulations inclusive of the policy defined in **Attachment G**.

4.3 Contacts

Within five (5) days after contract award, the Vendor shall notify the Telecommunications Section, in writing, of the names, addresses and telephone numbers of the principal contact(s) for:

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

The Vendor shall provide written notice to the Telecommunications Section of any changes of contact personnel and/or telephone numbers.

4.4 Security Review

Prior to providing service to the State and entering any State facility, Vendor and/or subcontractor employee 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 Vendor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof.* These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision. The following security requirements apply:

- Employee agreements allowing background checks will be exclusively the responsibility of the Vendor.
- The State may require that a Vendor employee be precluded from entry into any facility. The Vendor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Vendor or Vendor employee.
- The Vendor shall provide written notice to the Telecommunications Section of any changes of Vendor employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
- All Vendor personnel 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 Vendor must provide replacement personnel immediately in order to meet assigned installation dates.

4.5 Status of Vendor Employees and Subcontractors

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

4.6 Vendor Employee Reassignment

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

4.7 Picture ID

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

4.8 English as a Major Language

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

4.9 Department of Corrections Rules of Conduct

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

4.9.1 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.

4.9.2 Intoxication

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

4.9.3 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.

4.9.4 Emergency Situations

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

4.9.5 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.

4.9.6 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 will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

4.9.7 Responsibility to Facility Administrator

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

4.9.8 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. Vendor 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.

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

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.

4.9.10 Confidentiality of Information

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

ATTACHMENT A PRICING

- Vendors shall propose service costs based upon a call access fee (fixed cost to complete a call) and per-minute fee (where applicable). Calls shall be categorized by call termination location as follow:

Local Exchange Calling: Calls made within the local exchange of the telephone, consistent with services provided by the current Local Exchange Carrier for that location. Only an access fee shall be charged for the first five minutes of calling. Access fee shall not exceed \$.50 for pay telephone and \$1.20 for inmate telephone calls. Per minute fees after the first five minutes of calling shall not exceed \$.10 for either service.

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

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

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

Pay Telephones Only:

Maximum rate to establish a collect or third number charge call: \$1.50. Maximum per minute fee is \$.25.

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

Maximum rate to establish a toll free number call or a calling card call: \$1.00

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

Months from Contract Initiation	Start/End Dates	Monthly Payment to State
1 through 24	April 1, 2013 through March 31, 2015	\$27,000
25 through 36	April 1, 2015 through March 31, 2016	\$29,000

**ATTACHMENT A
PRICING
(Continued)**

7. Payments shall be made to the State based on service month, starting on the 1st of the month, ending on the last day of each month (i.e. April 1 through April 30 , May 1 through May 31, June 1 through June 30 , etc.) per the following schedule. Report dates listed in the final contract may be different than those listed based upon vendor monthly cycle date. If the given dates do not fall on the vendor monthly cycle date, the vendor shall provide prorated payment based upon the number of days of service in the given month (i.e. for the month of August in the first year of contract with 8 days of service provided, payment would be $8/31 \times \$20,000 = \5161.29) at the beginning and end months of the contract.

Service Dates	Payment Due Date
April 1 through April 30	May 31
May 1 through May 31	June 30
June 1 through June 30	July 31
July 1 through July 31	August 31
August 1 through August 31	September 30
September 1 through September 30	October 31
October 1 through October 31	November 30
November 1 through November 30	December 31
December 1 through December 31	January 31
January 1 through January 31	February 29
February 1 through February 29	March 31
March 1 through March 31	April 30

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

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

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

State of New Hampshire, Department of the Treasury
c/o Department of Administrative Services, 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.

10. The State shall not be responsible for Vendor travel expenses inclusive of, but not limited to, airfare, hotel, meals, rentals, automobile mileage or out of pocket expenses.
11. Visitor intercom phones as defined in paragraph 3.3 Visitor Intercom Phones shall be provided at no cost. Usage charges shall not apply.
12. All items covered under this bid shall be delivered as the responsibility of the Vendor and at no direct cost to the State.

**ATTACHMENT A
PRICING
(Continued)**

13. COST OF SERVICES

The Vendor shall provide Inmate Telephone and Pay Telephone services based upon the following prices. *Both inmate and pay telephone services must be proposed.* No payments shall be due the Vendor by the State.

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

RESPONSE TABLE INSTRUCTIONS:

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

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

Add the three “Total Service Cost” amounts in from each line in the table to provide a “Total Cost” amount for each table.

Add the three “Total Cost” amounts from each table and enter that amount in the “TOTAL COST OF SERVICES TABLE 1, TABLE 2 & TABLE 3” field which follows the three tables.

RESPONSE TABLES

**TABLE 1
INMATE TELEPHONE COLLECT CALL SERVICES**

Call Type	No. of Calls	No. of Billed Minutes	Cost per Call	Cost per Minute	Total Service Cost
Local Exchange	2,817	38,068	\$ _____ (\$1.20 Maximum Quote)	\$ _____ (First 5 minutes, no charge; \$.10 Maximum Quote for Additional Minutes)	
Intra-LATA	29,224	405,941	\$ _____ (\$1.20 Maximum Quote)	\$ _____ (\$1.15 Maximum Quote)	
Inter-LATA	12,943	211,193	\$ _____ (\$1.50 Maximum Quote)	\$ _____ (\$1.25 Maximum Quote)	
				TOTAL COST	

**TABLE 2
INMATE TELEPHONE DEBIT CALL SERVICES**

Call Type	No. of Calls	No. of Billed Minutes	Cost per Call	Cost per Minute	Total Service Cost
Local Exchange	78,214	1,031,860	\$ _____ (\$1.20 Maximum Quote)	\$ _____ (First 5 minutes, no charge; \$.10 Maximum Quote for Additional Minutes)	
Intra-LATA	584,240	5,923,288	\$ _____ (\$1.20 Maximum Quote)	\$ _____ (\$1.15 Maximum Quote)	
Inter-LATA	215,383	2,626,392	\$ _____ (\$1.50 Maximum Quote)	\$ _____ (\$1.25 Maximum Quote)	
				TOTAL COST	

**TABLE 3
PAY TELEPHONE CALL SERVICES**

Call Type	No. of Calls	No. of Billed Minutes	Cost per Call	Cost per Minute	Total Service Cost
Local Exchange	45,768	331,968	\$ _____ (\$1.50 Maximum Quote)	\$ _____ (First 5 minutes, no charge; \$.10 Maximum Quote for Additional Minutes)	
Intra-LATA	10,872	42,084	\$ _____ (\$1.50 Maximum Quote)	\$ _____ (\$1.15 Maximum Quote)	
Inter-LATA	3,516	7,620	\$ _____ (\$1.50 Maximum Quote)	\$ _____ (\$1.25 Maximum Quote)	
				TOTAL COST	

TOTAL COST OF SERVICES TABLE 1, TABLE 2 & TABLE 3

ATTACHMENT B SAMPLE POSTING

INMATE TELEPHONE SERVICES

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' identification #, choisi 0 + Indicatif + Le Nombre

ATTACHMENT C
SAMPLE INMATE TELEPHONE TROUBLE REPORT

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>

<p><i>TO BE COMPLETED BY CONTRACTOR</i></p>	
<p>Description of Repair to Correct Problem: _____</p>	
<p>_____</p>	
Date Tech on Site: _____	Time Tech on Site: ____
Date Trouble Cleared: _____	Time Trouble Cleared: _____

Tech Signature: _____

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

ATTACHMENT D
(Intentionally Left Blank)

**ATTACHMENT E
REQUIRED REPORTS**

SAMPLE VENDOR REPORTS FOR TELEPHONE USAGE

SAMPLE REPORT #1

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

Location	No. of Phones	Income	FCC Charges and Taxes	Average Income per Phone
Concord State Prison for Men Campus				
Goffstown Women's Prison				
Berlin Northern New Hampshire Correctional Facility				
Totals				

SAMPLE REPORT #2

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

Call Type	Gross Revenue	FCC Charges and Taxes	No. Calls	No. Minutes
Local				
Collect				
Prepaid				
Debit				
Intra-LATA				
Collect				
Prepaid				
Debit				
Inter-LATA				
Collect				
Prepaid				
Debit				

Interstate				
Collect				
Prepaid				
Debit				
Mexico				
Collect				
Prepaid				
Debit				
Canada				
Collect				
Prepaid				
Debit				
Bill to Can.				
Collect				
Prepaid				
Debit				
International				
Collect				
Prepaid				
Debit				
International				
Collect				
Prepaid				
Debit				
Intl. origin				
Collect				
Prepaid				
Debit				
Other CDR				
Collect				
Prepaid				
Debit				
Total:				

**ATTACHMENT E
REQUIRED REPORTS**

SAMPLE VENDOR REPORTS FOR TELEPHONE USAGE

(Continued)

SAMPLE 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 CAMPUS
April 1, 2013 through April 30, 2013**

Call Type	Gross Revenue	FCC Charges and Taxes	No. Calls	No. Minutes
Local				
Collect				
Prepaid				
Debit				
Intra-LATA				
Collect				
Prepaid				
Debit				
Inter-LATA				
Collect				
Prepaid				
Debit				
Interstate				
Collect				
Prepaid				
Debit				
Mexico				
Collect				
Prepaid				
Debit				
Canada				
Collect				
Prepaid				
Debit				
Bill to Can.				
Collect				

Prepaid				
Debit				
Bill to Can.				
Collect				
Prepaid				
Debit				
International				
Collect				
Prepaid				
Debit				
Intl. origin				
Collect				
Prepaid				
Debit				
Other CDR				
Collect				
Prepaid				
Debit				
Total:				

ATTACHMENT F PAY TELEPHONE LOCATIONS

All Locations are Subject to Change

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6039895986	HHS	393 HIGH ST	GLENCLIFF HOME, BENTON NH	GLENCLIFF
6039645863	RESOURCES & ECON DEVEL,DEPT OF	27 OCEAN BLVD	NORTH HAMPTON BCH GRAY BLDG	NORTH HAMPTON
6039341021	JUDICIAL BRANCH	7 HANCOCK TERRACE	FRANKLIN DISTRICT COURT	FRANKLIN
6039299935	LIQUOR COMMISSION	INTERSTATE 95	NORTHBOUND LIQUOR STORE LEFT	HAMPTON
6039299934	LIQUOR COMMISSION	I-95 N - MILE MARKER 3.8	INTERSTATE 95	HAMPTON
6039290228	TRANSPORTATION, DEPT OF	1 TIMBER SWAMP RD/EXETER RD	PARK & RIDE / HAMPTON OFF RTE 27	HAMPTON
6039269166	TRANSPORTATION,DEPT OF	I-95 N - MILE MARKER 5.8	INTERSTATE 95	HAMPTON
6039269135	LIQUOR COMMISSION	I-95 S - MILE MARKER 4.2	INTERSTATE 95	HAMPTON
6039264775	LIQUOR COMMISSION	I-95 S - MILE MARKER 4.2	INTERSTATE 95	HAMPTON
6038981363	TRANSPORTATION, DEPT. OF	BUS TERMINAL		SALEM
6038939072	TRANSPORTATION, DEPT OF	I-93	SALEM REST AREA	SALEM
6038933747	TRANSPORTATION, DEPT OF	ROUTE 93 NORTH	EXIT 1 REST AREA	SALEM
6038899543	REGIONAL COMM TECH COLLEGE	505 AMHERST ST		NASHUA
6038806122	JUDICIAL BRANCH	30 SPRING ST		NASHUA
6038682416	UNH TRAIN STATION	50 COLLEGE RD		DURHAM
6038239973	RESOURCES & ECON DEV,DEPT OF	EXIT 34C I-93 FRANCONIA NOTCH	PEABODY SLOPE	FRANCONIA
6038239537	RESOURCES & ECON DEVEL,DEPT OF	14 LAFAYETTE CAMPGROUND RD		FRANCONIA
6037880916	JUDICIAL BRANCH	55 SCHOOL ST	COOS COUNTY COURT HOUSE	LANCASTER
6037839906	TRANSPORTATION, DEPT OF	50 INTERSTATE 93 N	MILE MARKER 50.6	CANTERBURY
6037839659	TRANSPORTATION, DEPT OF	50 INTERSTATE 93 N	MILE MARKER 50.6	CANTERBURY
6037635974	TRANSPORTATION, DEPT OF	1400 INTERSTATE 89	SPRINGFIELD REST AREA NORTHBOUND	SPRINGFIELD
6037635925	TRANSPORTATION, DEPT OF	1400 INTERSTATE 89	SPRINGFIELD REST AREA N.	SPRINGFIELD

ATTACHMENT F PAY TELEPHONE LOCATIONS

(Continued)

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6037527077	CORRECTIONS, DEPT OF	138 EAST MILAN RD		BERLIN
6037497751	DOVER TRAIN STATION	33 CHESTNUT ST		DOVER
6037497748	DOVER TRAIN STATION	33 CHESTNUT ST		DOVER
6037493112	JUDICIAL BRANCH	25 ST THOMAS ST		DOVER
6037429770	TRANSPORTATION, DEPT OF	SPAULDING TURNPIKE	NORTHBOUND	DOVER
6037429767	TRANSPORTATION, DEPT OF	SPAULDING TURNPIKE	SOUTHBOUND	DOVER
6037426036	TRANSPORTATION, DEPT OF	23 INDIAN BROOK RD	DOVER BUS STATION	DOVER
6036669979	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE BASEMENT	MANCHESTER
6036669973	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE 1ST FLOOR	MANCHESTER
6036434832	JUDICIAL BRANCH	38 CENTERRA PARKWAY	LEBANON DISTRICT COURT	LEBANON
6036428564	JUDICIAL BRANCH	10 ROUTE 125	ROCKINGHAM CTY CT 2/BASEMENT	BRENTWOOD
6036271114	REGIONAL COMM TECH COLLEGE	1066 FRONT ST	2ND FL	MANCHESTER
6036239958	REGIONAL COMM TECH COLLEGE	1066 FRONT ST		MANCHESTER
6036239177	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE 1ST FLOOR	MANCHESTER
6036238282	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE	MANCHESTER
6036229983	JUDICIAL BRANCH	35 AMHERST ST		MANCHESTER
6036229953	JUDICIAL BRANCH	35 AMHERST ST		MANCHESTER
6036221548	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE	MANCHESTER
6036221056	CORRECTIONS, DEPT OF	126 LOWELL ST	CALUMET HOUSE	MANCHESTER
6035790397	TRANSPORTATION, DEPT OF	8 N SOUTHWOOD DR	PARK & RIDE	NASHUA

ATTACHMENT F PAY TELEPHONE LOCATIONS

(Continued)

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6035478388	RESOURCES & ECON DEVEL,DEPT OF	764 FOREST RD	GREENFIELD STATE PARK	GREENFIELD
6035429800	JUDICIAL BRANCH	1 POLICE COURT	TREMONT SQ	CLAREMONT
6035429794	HHS, MENTAL HEALTH	17 WATER ST	CLAREMONT	CLAREMONT
6035424006	REGIONAL COMM TECH COLLEGE	1 COLLEGE PLACE	BACK ENTRANCE	CLAREMONT
6035398371	JUDICIAL BRANCH	96 WATER VILLAGE RD	20 COURT HOUSE SQUARE	CENTER OSSIPEE
6035369510	JUDICIAL BRANCH	25 GREEN ST	PLYMOUTH DISTRICT COURT	PLYMOUTH
6035328262	JUDICIAL BRANCH	84 PETERBOROUGH ST, ROUTE 202	JAFFREY DIST CT	JAFFREY
6035328026	RESOURCES & ECON DEV	OLD TOLL RD TRAILHEAD		JAFFREY
6035289673	EMERGENCY COMMUNICATIONS	50 COMMUNICATIONS DR		LACONIA
6035249363	REGIONAL COMM TECH COLLEGE	379 BELMONT RD		LACONIA
6034859164	LIQUOR COMMISSION	530 W RIVER RD	NORTHBOUND LIQUOR STORE	HOOKSETT
6034857810	LIQUOR COMMISSION	25 SPRINGER RD	SOUTHBOUND LIQUOR STORE	HOOKSETT
6034857786	LIQUOR COMMISSION	1271 HOOKSETT RD	HOOKSETT LIQUOR STORE	HOOKSETT
6034857758	LIQUOR COMMISSION	25 SPRINGER RD	SOUTHBOUND LIQUOR STORE	HOOKSETT
6034857717	LIQUOR COMMISSION	530 W RIVER RD	NORTHBOUND LIQUOR STORE	HOOKSETT
6034857170	LIQUOR COMMISSION	25 SPRINGER RD	HOOKSETT LIQUOR STORE SOUTHBOUND	HOOKSETT
6034857167	LIQUOR COMMISSION	530 W RIVER RD	NORTHBOUND LIQUOR STORE	HOOKSETT
6034748933	TRANSPORTATION, DEPT OF	4 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.5	SEABROOK
6034748913	TRANSPORTATION, DEPT OF	3 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.4	SEABROOK

ATTACHMENT F PAY TELEPHONE LOCATIONS

(Continued)

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6034748376	TRANSPORTATION, DEPT OF	2 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.3	SEABROOK
6034748375	TRANSPORTATION, DEPT OF	1 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.2	SEABROOK
6034746074	TRANSPORTATION, DEPT OF	0 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.1	SEABROOK
6034746071	TRANSPORTATION, DEPT OF	1 INTERSTATE 95 N	I-95 N BEFORE MILE MARKER 0.0	SEABROOK
6034449837	ADJUTANT GENERAL	134 MAIN ST	LITTLETON DISTRICT COURT	LITTLETON
6034369758	LIQUOR COMMISSION	100 ROTARY CIRCLE	PORTSMOUTH LIQUOR STORE/LEFT SET	PORTSMOUTH
6034369750	BUS TERMINAL	185 GRAFTON DR	PARK & RIDE / BUS TERMINAL	PORTSMOUTH
6034366971	BUS TERMINAL	185 GRAFTON DR	BUS TERMINAL OUTSIDE	PORTSMOUTH
6034362643	BUS TERMINAL	185 GRAFTON DR	INSIDE PORTSMOUTH BUS TERMINAL	PORTSMOUTH
6034332134	JUDICIAL BRANCH	111 PARROTT AVE	PORTSMOUTH DISTRICT COURT	PORTSMOUTH
6034324483	JUDICIAL BRANCH	10 MANNING ST		DERRY
6034211739	TRANSPORTATION	BUS TERMIANL		LONDONDERRY
6033589551	SAFETY, DEPT OF	15 ASH BROOK COURT 29 ROUTE 9		KEENE
6033574685	JUDICIAL BRANCH	12 COURT ST		KEENE
6033565362	TRANSPORTATION, DEPT OF	3654 WHITE MOUNTAIN HIGHWAY		NORTH CONWAY
6033329807	TRANSPORTATION, DEPT OF	GONIC	TOLL PLAZA SOUTHBOUND	GONIC
6033329806	TRANSPORTATION, DEPT OF	SPAULDING TURNPIKE	ROCHESTER TOLL BOOTH NORTHBOUND	GONIC
6033239391	RESOURCES & ECON DEVEL,DEPT OF	281 STATE PARK RD	WHITE LAKE STATE PARK BEACH	TAMWORTH

ATTACHMENT F PAY TELEPHONE LOCATIONS

(Continued)

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6032868179	TRANSPORTATION, DEPT OF	I-93	SANBORNTON REST AREA SOUTHBOUND	SANBORNTON
6032379827	JUDICIAL BRANCH	17 BRIDGE ST	2ND FL COLEBROOK DISTRICT COURT	COLEBROOK
6032288992	MISC	514 ROUTE 3A	PARK & RIDE, 89 & 3A INTERSECTION	CONCORD
6032288800	ADMINISTRATIVE SERV, DEPT OF	23 HAZEN DR	1ST FL	CONCORD
6032288767	CORRECTIONS, DEPT OF	281 NORTH STATE ST	NORTH END HOUSE	CONCORD
6032284365	CORRECTIONS, DEPT OF	281 NORTH STATE ST	NORTH END HOUSE	CONCORD
6032283409	TRANSPORTATION, DEPT OF	27 HAZEN DR	LOBBY	CONCORD
6032282922	CORRECTIONS, DEPT OF	281 NORTH STATE ST		CONCORD
6032282189	CORRECTIONS, DEPT OF	281 NORTH STATE ST	NORTH END HOUSE	CONCORD
6032281496	HHS	95 PLEASANT ST	OUTSIDE SPAULDING BUILDING	CONCORD
6032280962	REGIONAL COMM TECH COLLEGE	17 INSTITUTE DR	POLICE STANDARDS & TRAINING	CONCORD
6032280909	HHS	127 PLEASANT ST	NH HOSPITAL LAUNDRY	CONCORD
6032280904	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032280327	HHS	36 CLINTON ST	NH HOSPITAL EMPLOYEE LOUNGE	CONCORD
6032269613	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032269605	HHS	105 PLEASANT ST	2ND FL E LOBBY	CONCORD
6032264592	LEGISLATIVE BRANCH	33 NORTH STATE ST	LEGISLATIOVE OFFICE BUILDING	CONCORD

ATTACHMENT F PAY TELEPHONE LOCATIONS

(Continued)

TELEPHONE NUMBER	CUSTOMER AGENCY	ADDRESS_1	ADDRESS_2	CITY
6032263752	HHS:NEW HAMPSHIRE HOSPITAL	99 PLEASANT ST	HOWARD RECREATION BUILDING 2ND FL	CONCORD
6032262066	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032259838	REGIONAL COMM TECH COLLEGE	4 INSTITUTE DR		CONCORD
6032257491	ADMINISTRATIVE SERV, DEPT OF	21 SOUTH FRUIT ST	WALKER BLDG	CONCORD
6032254986	CORRECTIONS, DEPT OF	281 NORTH STATE ST	NORTH END HOUSE	CONCORD
6032249840	CORRECTIONS, DEPT OF	60 IRON WORKS RD	SHEA FARMS	CONCORD
6032248764	HHS	29 HAZEN DR	HEALTH EDUCATION & WELFARE BUILDING	CONCORD
6032247430	REGIONAL COMM TECH COLLEGE	17 FAN RD	POLICE STANDARDS AND TRAINING	CONCORD
6032245312	HHS	36 CLINTON ST	NH ST HOSPITAL LOBBY	CONCORD
6032244279	JUDICIAL BRANCH	32 CLINTON ST		CONCORD
6032240245	HHS	129 PLEASANT ST		CONCORD

**ATTACHMENT G
INMATE ACCESS TO TELEPHONE SYSTEM**

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>09/15/09</u>
PROPOSER: <u>Christopher Kench</u> <i>Name/Title</i> <u>Commissioner's Office 271-8016</u> <i>Office Phone #</i>	REVIEW DATE <u>09/15/10</u>
	SUPERSEDES PPD# <u>7.28</u>
	DATED <u>04/15/04</u>
ISSUING OFFICER:	DIRECTOR'S INITIALS _____
	DATE _____
<u>5 WILLIAM WRENN, COMMISSIONER</u>	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 staff
- 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 and/or prepaid 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 department's 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 call (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/designee.
 - D. Inmates are allowed to make **ONLY** collect and/or prepaid 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.
 - E. All inmate telephone calls are recorded and may be reviewed by appropriate staff.

ATTACHMENT G
INMATE ACCESS TO TELEPHONE SYSTEM
 (Continued)

5.1.1 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				