82

State of New Hampshire

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

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

February 29, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise its option to extend a State's Contract with Inmate Calling Solutions, LLC, d/b/a/ IC Solutions, (Vendor Code 172928), San Antonio, Texas 78217 for Inmate Telephone Services, and Pay Telephone services for a period of two (2) years. The original contract was approved by Governor and Executive Council on March 6, 2013, item #12 (tabled from February 20, 2013). Upon Governor and Executive Council approval for the period of June 1, 2016 through May 31, 2018. No State funds shall be expended for this contract.

EXPLANATION

This contract provides Inmate Telephone services as well as Pay Telephone services for approximately 107 state locations either owned or leased by the State. The contract includes telephones, switching equipment, administrative PCs, hardware, software, telephony facilities for local and long distance service, maintenance and end user support. Inmate Telephone services includes all Department of Correction facilities and State Prisons.

In order to secure these services the Bureau of Purchase and Property released a solicitation for a contract for Inmate Telephone and Pay Telephone services on October 23, 2012. Four vendors submitted bids with the lowest cost per end user submitted by Inmate Calling Solutions, LLC. Inmate Calling Solutions, LLC is performing well and we would like to exercise our option to renew for one additional term of two years.

No State funds shall be expended for this contract. The Department of Corrections will continue to receive $29,000 a month for the duration of the contract. These funds shall be deposited into the Inmate Recreational Fund. In return the Contractor shall obtain revenues from phone calls made by the inmates. In addition, the State shall receive 20% commission for all pay telephone services and the contractor shall retain the balance in compensation

for services provided. Payments to the State shall go to the agency that provides the phone. For example, payments for phones located at State Parks would go to DRED.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Inmate Calling Solutions, LLC.

Respectfully Submitted,

Vicki V. Quiram
Commissioner

FIRST AMENDMENT TO THE CONTRACT
BETWEEN INMATE CALLING SOLUTIONS, LLC D/B/A/ IC SOLUTIONS
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR INMATE AND PAY TELEPHONE SERVICES
CONTRACT # 8001393

This First Amendment (hereinafter referred to as the "Amendment"), dated this 19th day of February, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Inmate Call Solutions, LLC d/b/a IC Solutions (hereinafter referred to as "the Contractor") to extend current Inmate and Pay Telephone Services.

WHEREAS, pursuant to an agreement originally approved by NH Governor and Executive Council on March 6, 2013, and set to expire May 31, 2016, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain inmate and pay telephone services for the State. No costs shall be directed to the State as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete the Completion Date of May 31, 2016, listed in Item 1.7 of Form Number P-37, and substitute the following:

   1.7 May 31, 2018

2. All other provisions of the Agreement, approved by the Governor and Executive Council on March 6, 2013, Item # 12, shall remain in full force and effect.

Contractor Initials: BP
Date: 2/19/16

INMATE CALLING SOLUTIONS, LLC D/B/A/ IC SOLUTIONS

By: Brendan Philbin

BRENDAN PHILBIN
(Print Name)

Title: VICE PRESIDENT

Date: 2/19/16

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 19 day of FEBRUARY, 2016
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

BRENDAN PHILBIN

And acknowledge that he executed this document indicated above.

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

(Notary Public/Justice of the Peace)

My commission expires:

4/7/19
(Date)

BONAPA GOY GIMINSKI
Notary Public, State of Texas
My Commission Expires
April 07, 2019

STATE OF NEW HAMPSHIRE

By: Joseph Bouchard

Joseph Bouchard
~~Vicki Quiram~~
(Print Name)

Title: Assistant Commissioner
Department of Administrative Services

Date: March 4, 2016

OFFICE OF THE ATTORNEY GENERAL

By: Nancy J. Smith

Nancy J. Smith
(Print Name)

Title: Sr. Asst. Attorney General

Date: 3/8/2016

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

_____, _____.

Signed: _____

_____
(Print Name)

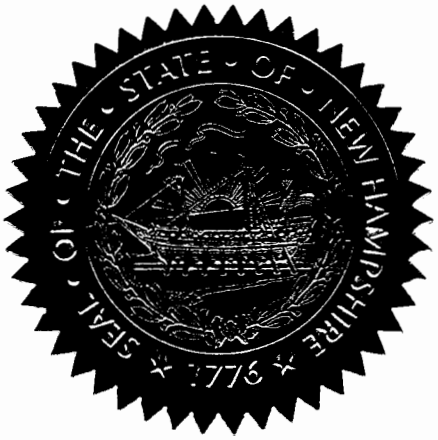
Title: _____

Contractor Initials: BP
Date: 2/19/16

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of February, A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

OF

Inmate Calling Solutions, LLC
d/b/a ICSolutions

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

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

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

NAME	SIGNATURE	DATE
Brendan Philbin		2/19/16

IN WHITNESS THEREOF, I have signed this Certificate of Authority on: 2/19/16

Timothy P. McAteer, President

Subscribed and sworn to (or affirmed) before me on the 19th day of February, 2016, and proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

BONAPA GOY GIMINSKI, Notary Public
Bexar County, Texas.
My commission expires: 4/7/19.

BONAPA GOY GIMINSKI
Notary Public, State of Texas
My Commission Expires
April 07, 2019

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/1/2016

DATE (MM/DD/YYYY): 11/17/2015

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

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

PRODUCER
Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
1359023
Inmate Calling Solutions, LLC
dba ICSolutions
2200 Danbury Street
San Antonio TX 78217

COVERAGES CENGR **CERTIFICATE NUMBER:** 12126736 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	7321-00-90	12/1/2015	12/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	73210092	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	L5085511623	12/1/2015	12/1/2016	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	7165-55-50	12/1/2015	12/1/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab & Network Security/ Privacy Liab	N	N	MTP903057701	1/1/2015	4/1/2016	$5,000,000 Aggregate $50,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire is an additional insured under General Liability as required by written contract.

CERTIFICATE HOLDER

12126736
State of New Hampshire, Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Room 102
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

January 23, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

2/20/2013 Item #12

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Inmate Calling Solutions, LLC, d/b/a/ IC Solutions, (Vendor Code 172928), San Antonio, Texas 78217 for Inmate Telephone Services, and Pay Telephone services to various state agencies. The contract shall be effective upon Governor and Executive Council approval through May 31, 2016, with an option to extend for two (2) years upon Governor and Executive Council approval. No State funds will be expended for this contract.

EXPLANATION

This contract will provide Inmate Telephone services as well as Pay Telephone services for approximately 107 state locations either owned or leased by the State. The contract includes telephones, switching equipment, administrative PCs, hardware, software, telephony facilities for local and long distance service, maintenance and end user support. Inmate Telephone services shall include all Department of Correction facilities and State Prisons.

This bid process was required because the State had entered into a contract with Securus Technologies for these services (approved by Governor and Council on August 8, 2012, Item #20), which was ultimately cancelled. This contract was cancelled based upon deficiencies identified in the issued solicitation. More specifically, the solicitation did not adequately articulate the basis of award, a requirement under RSA 21-I:22-b. Based upon the lack of adequate criteria in the solicitation, and cancellation of the resultant contract, a determination was made to issue a new bid, and seek a new contract.

In order to secure these services the Bureau of Purchase and Property released a solicitation for a contract for Inmate Telephone and Pay Telephone services on October 23, 2012. Four vendors submitted bids with the lowest cost per end user submitted by Inmate Calling Solutions, LLC. The Bureau of Purchase and Property, the Department of Safety, Bureau of Statewide Telecommunications and the Department of Corrections verified that the subject vendor met all of the requirements of the bid. This bid was advertised in a statewide newspaper and on the Purchase and Property website. Attached are the results of the bid.

No State funds will be expended for this contract. The Department of Corrections will receive $27,000 a month from May 22, 2013 through May 21, 2015 and $29,000 a month from May 22, 2015 through May 31, 2016. These funds will be deposited into the Inmate Recreational Fund. In return the contractor will obtain revenues from phone calls made by the inmates. In addition, the State will receive 20% commission for all pay telephone services and the contractor will retain the balance in compensation for services provided. Payments to the State will go to the Agency that provides the phone. For example, payments for phones located at State parks would go to DRED. It should be noted that the rates under this proposed contract compare favorably with those rates which are provided under the current contract.

Based on the foregoing, I am respectfully recommending approval of the contract with Inmate Calling Solutions, LLC.

Respectfully Submitted,

Linda M. Hodgdon

Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
RFB 1483-12 - Due 11/28/2012 @ 11:30am

Inmate and Pay Telephone Services - CONTRACT
Department of Corrections

	TOTAL
G-Tel	$ 732,498.98
Inmate Calling Solutions	$ 502,184.96
Legacy	$ 1,654,216.35
Securus	$ 506,175.06

Indicates award made to this bidder	

Subject: Inmate and Pay Telephone Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Inmate Calling Solutions, LLC d/b/a/ IC Solutions		1.4 Contractor Address 2200 Danbury Street, San Antonio, TX 78217	
1.5 Contractor Phone Number 866 228-4040	1.6 Account Number	1.7 Completion Date May 31, 2016	1.8 Price Limitation $0.00
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature Brendan Philbin		1.12 Name and Title of Contractor Signatory Brendan Philbin, Vice President	

1.13 Acknowledgement: State of Texas, County of Bexar

On 1/10/2013, 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]

BONAPA GOY GIMINSKI
Notary Public, State of Texas
My Commission Expires
April 07, 2015

1.13.2 Name and Title of Notary or Justice of the Peace

BONAPA GOY GIMINSKI, NOTARY PUBLIC

1.14 State Agency Signature Linda M Hodgdon	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Rosemary Ahern On: 1-29-13

1.18 Approval by the Governor and Executive Council

By: On: MAR 06 2013

DEPUTY SECRETARY OF STATE

Contractor Initials: BP

Date: 1/10/13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

Contractor Initials: BP

Date: 1/10/13

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

Contractor Initials: BP

Date: 1/10/13

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $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.

Contractor Initials: BP

Date: 1/10/13

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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 Contracting 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 Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

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.

Contractor Initials: BP

Date: 1/10/13

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.

Contractor Initials: BP

Date: 1/10/13

EXHIBIT A
SCOPE OF SERVICES

GLOSSARY OF TERMS

Terms used in this document are defined as follows:

Acceptance	The time at which services have been certified by the Contractor and State as meeting all operational requirements and the Contractor/'s work has been 100% completed in a satisfactory manner.
Business Day	Any calendar day (24 hours) is considered a business day.
Call in Progress	Call not completed but currently with an established connection.
Call Progress	Dialing and initiation of call to establish connection.
Common Carrier	A supplier of facilities used to provide transmission of voice and data from one point to another over a telecommunications network.
Contract	Final agreement signed by the Contractor 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 Contractor services to new Contractor services and/or the introduction and initiation of services to any office.
Department	Department of Administrative Services
FCC	Federal Communications Commission
ICP	Inmate Call Processor system which administers the inmate phone stations.
Inter-LATA	Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.
Intra-LATA	Calls made within the same LATA. For the purposes of this Contract, Intra-LATA shall include the 603 area code and all geographical areas of New Hampshire.
LATA	Local Access and Transport Area; geographic boundary

 Contractor Initials: [illegible]

Date: 1/16/13

	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	Contractor's response to Bid Request.
PUC	State of New Hampshire Public Utilities Commission
Repairs	Services initiated through trouble reports to Contractor 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.

Contractor Initials: BP

Date: 1/10/13

1. INTRODUCTION

Inmate Calling Solutions, LLC, d/b/a/ IC Solutions (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Inmate and Pay Telephone Services in accordance with NH State Bid #1483-13 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Schedule
d. EXHIBT C Special Provisions
e. EXHIBIT D RFB 1483-13

3. TERM OF CONTRACT

This contract shall commence upon the approval of Governor and Executive Council through May 31, 2016, a period of approximately thirty nine (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. Contractor 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.

4. TERMINATION

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

5. SUBCONTRACTORS

The Contractor shall be solely responsible for meeting all requirements and terms and conditions of this contract.

Contractor Initials: BP

Date: 1/10/13

6. SCOPE OF SERVICES - GENERAL REQUIREMENTS

Contractor shall provide 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 the terms and conditions set forth in this Contract. Contractor shall coordinate all activities with existing State contractor in order to maintain a smooth transition of uninterrupted service.

No costs shall be directed to the State. Contractor shall provide all facilities, equipment, and related services. Contractor shall provide Pay Telephone commission to the State based on gross charges exclusive of taxes and federal fees.

Contractor shall be technically competent to work on all the equipment provided for this service. Contractor shall maintain a staff of fully certified and experienced technicians for provisioning and maintenance of telephones, equipment and related facilities. Contractor shall be solely responsible for meeting all terms and conditions specified in this Contract.

6.1 LICENSES AND REGISTRATIONS

Contractors shall have all licenses, registrations and permits required by Federal and State laws for performance of this contract.

6.2 CONTRACTOR RESPONSIBILITY

Contractor shall be solely responsible for meeting all terms and conditions contained herein. Any use of subcontractors shall be approved by the State prior to commencement of any services related to this Contract.

Contractor Initials: BP

Date: 1/10/13

6.3 CONTRACTOR PERFORMANCE BOND REQUIREMENTS

6.3.1 The Contractor 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 Contractor, maintained by the Contractor at the Contractor's expense, and shall remain in effect for the length of the contract and any extension.

6.3.2 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 Contractor.

6.3.3 The performance bond shall secure the performance of the Contractor. Said performance bond shall be forfeited on failure of Contractor to perform on any part of this contract giving rise to an event of default under the contractual terms. Performance bond proceeds may also be applied to the Contractor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar services to replace those terminated as a result of the Contractor's default. In addition to this stated liability, the State may seek other remedies.

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

6.4 CONTRACT INTERPRETATION

This contract 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 this contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

6.5 NEWS RELEASES

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

Contractor Initials: BP

Date: 1/10/13

6.6 GENERAL INFORMATION

6.6.1 SERVICE LOCATIONS

Inmate Collect-Call telephones shall be provided 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.

Requirements for the Concord campus include 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. Contractor will be required to provide the same recording and investigative search features as for the inmate telephones. These shall be new installations, completely provisioned by the Contractor. Also required are two new inmate telephone locations within the North End House located on the NH Prison for Men campus. These phones shall also have the same recording and investigative search features as the inmate telephones.

There are approximately 77 locations requiring approximately 107 pay telephones. Locations include owned and leased space throughout geographic New Hampshire. Contractor shall be responsible to review sites, record telephone numbers, verify telephone locations and report back to the State with all such information.

6.6.2 CONFIDENTIAL INFORMATION

Contractor agrees that all discussions or information gained during the performance of services under this Contract shall be considered confidential and that no information gathered by the Contractor shall be released without prior consent from the State.

Contractor Initials: BP

Date: 1/10/13

6.6.3 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

6.6.4 SYSTEMS ENVIRONMENT

Contractor's supervisory and switching equipment shall 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 Contractor equipment.

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

7.0 SPECIFICATIONS

7.1 COMMON REQUIREMENTS (Both Inmate and Pay Phone Services)

7.1.1 Scope

Contractor shall provide complete "turn key" services, requiring no items ordered or provided by the State. Contractor shall obtain all Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet contract requirements. The Contractor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the Contractor. The State shall not be responsible for any costs related to service. The State shall not provide labor, equipment or facilities to implement and maintain services. The total quantity of services will vary. No guarantee of service quantity is given or implied. Service locations may be added or deleted by the State at any time per written request from the State. Contractor shall implement any change within fourteen (14) calendar days.

Contractor Initials: BP

Date: 1/10/13

7.1.2 Installation Guidelines and Schedules

The Contractor shall provide and install new equipment on sites with limited space provisions. The Contractor shall install replacement equipment within the same locations and cut over services prior to removal of existing equipment.

7.1.3 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.

7.1.4 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.

7.1.5 Subcontractor Equipment

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

7.1.6 Removal of Equipment

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

Contractor Initials: BP

Date: 4/10/13

7.1.7 Equipment Installation

All wiring and connections to Contractor's equipment shall be made using Contractor supplied cable and facilities. Contractor shall provide all materials required to install receptacles and wiring. Existing cable and pairs owned by the State may be used where available, but installation shall not interrupt or place in jeopardy any existing services or equipment. All equipment installed by contractor shall be new. Contractor shall remove all existing equipment, telephones, switches etc. and replace with new equipment.

Contractor shall provide a complete inventory to the State, including all equipment and telephones used, inclusive of make, model, definition (inmate phone, pay phone, switch, etc.), enclosure and location of equipment after installation. Inventory shall be electronic, compatible with MS Excel software. Inventory shall be updated on a yearly basis, with reports due no later than June 1, 2013 and June 1 of each succeeding year of the contract and any extension thereof.

7.1.8 ADA/IBC Codes

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

7.1.9 Operational and Maintenance Support

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

Contractor Initials: [illegible]

Date: 1/10/13

7.1.10 Telephone Support
Contractor shall 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.

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

7.1.12 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. Contractor shall coordinate all activities with existing contractors in order to maintain a smooth transition of uninterrupted service.

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

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

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

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

Contractor Initials: BP

Date: 1/10/13

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

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

7.1.19 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. Contractor shall work directly with the complainant. Contractor shall be responsible to verify the sequential call attempts. Contractor shall be responsible to provide evidence that the call services fall within the call quality and operating parameters as noted in items 7.1.16 through 7.1.18.

7.1.20 State Notification of Faulty Transmission
Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality.

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

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

Contractor Initials: _____

Date: 1/10/13

7.1.23 Connectivity

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

7.1.24 Commission and Usage Management Reports

Service cost and usage reports shall be provided by e-mail or directly downloadable from Contractor's website. Report files shall 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.

Contractor Initials: BP

Date: 1/10/13

7.1.25 Reporting Requirements
Reports shall be due on the 10th of each month following the service month. All such reports shall be available on line via a secure Internet web site, available to any State authorized individual at any time. Up to ten (10) State users shall be allowed simultaneous access, secured through password protection. Reports shall include all items and details as noted in **Attachment C Sample Contractor Reports for Telephone Usage**.

7.1.26 Dedicated Financial Representative
Contractor 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) shall be available each State business day during State business hours of 8:00 a.m. to 4:30 p.m., Eastern Standard Time.

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

7.1.28 Installation Report
On or before May 22, 2013 Contractor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service. The following additional items must be provided:

- 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.
- Left side view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
- Right 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

Contractor Initials: BP

Date: 1/10/13

7.1.29 Repair and Monitoring Practices

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

7.1.30 Response to Major Service Calls

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

7.1.31 Response to Minor Service Calls

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

7.1.32 Repair Reports

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

Contractor Initials: BP

Date: 1/10/13

7.1.33 Unauthorized Activities

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

7.1.34 Audits

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

7.1.35 Contacts

Contractor, within five (5) days after contract award, shall notify the Department of Corrections and the Bureau of Statewide Telecommunications, 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.

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

7.1.36 Telephone Count

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

7.2 INMATE TELEPHONE REQUIREMENTS

7.2.1 Inmate Telephone Requirements

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

Contractor Initials: BP

Date: 1/10/13

7.2.2 Administrative / Investigative PCs

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

7.2.3 Compact Design

The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Contractor shall submit a scale drawing of the required installed space. Contractor may offer service via a virtual environment, where limited switching or processing equipment is located at State site.

7.2.4 Power (Applies to all on site equipment)

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

7.2.5 Telephones

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

Contractor Initials: [illegible]

Date: 1/10/13

7.2.6 Armored

Stations shall be armored, coinless phones designed for use in correctional facilities. Telephone stations shall include stain resistant metal casing, metal armored handset cord, armored handset, moisture resistant keypad and concealed fittings to prevent inmate tampering. Coin phones or phones requiring local power are not acceptable. Phones shall be dumb stations with a minimum of electronics. Intelligence shall reside within the ICP.

7.2.7 Handset

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

7.2.8 Postings

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

7.2.9 System Functional Requirements

7.2.9.1Automated Operations

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

7.2.9.2 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 shall be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signs, printed hand-outs, and video-training tapes are not an acceptable alternative to a complete range of voice prompts and messages.

Contractor Initials: BB

Date: 1/10/13

7.2.9.3 Fraud Control

The ICP shall include the following fraud control features:

7.2.9.3.1 PIN

System shall require successful entry of a valid personal identification number (PIN) to provide positive identification of the inmate seeking access to the system, prior to call dialing. Prompts to verify PIN inputs shall require DTMF verification within 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.

7.2.9.3.2 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 shall reflect reason for disconnect. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connection.

7.2.9.3.3 Third Party Conference Call Detection

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

7.2.9.3.4 Voice Overlay Recording

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

Contractor Initials: BP

Date: 1/10/13

7.2.9.3.5 Incoming Call Block
The ICP shall 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.

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

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

Calls shall be restricted to collect calls only. 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.

7.2.9.4 Call Duration
Call duration shall 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 shall 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.

Contractor Initials: _____

Date: 1/10/13

7.2.9.5 Call Acceptance

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

7.2.9.6 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.

7.2.9.7 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.

7.2.9.8 On Hook Verification

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

7.2.9.9 Station Disconnect

The system shall be provided with two methods to quickly shut down all telephones during an emergency. The facility shall be equipped with manual hand operated cut off switches and software controlled disconnect. The manual switches shall override any electronic or preprogrammed on-off parameters. Switches shall be installed in a controlled area (Presumably the Control Room if not currently installed and available.). An officer from The State of New Hampshire Department of Corrections shall be enabled to shut off individual phones, all phones in a POD or all phones at the facility with mechanical switch(s). Software controlled switching shall be accessible from Administrative/Investigative PCs.

Contractor Initials: BP

Date: 1/10/13

7.2.9.10 Pulse Dial/DTMF Call Acceptance

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

7.2.9.11 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 contractor.

Contractor Initials: [illegible]

Date: 1/10/13

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.

7.2.9.12 Call Detail Reporting and Storage
The ICP shall provide on site storage of call detail information with Capacity and Call backup as noted below.

7.2.9.13 Capacity
Active storage capacity of up to six (6) months of call records on hard disk or equivalent media. This is inclusive of call detail records and actual voice recordings. Ability to transfer call records to any Administrative/Investigative PCs as provided by the Contractor. Connection to the State computer network is not a requirement. Contractor shall provide computer, hard drive, software and interface to Contractor network to insure 24-hour operation enabling simultaneous access from any Administrative/Investigative PC. Back-ups shall be performed weekly. All records older than six (6) months shall be routinely backed-up on tape, CD or other permanent record media.

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

7.2.10 P-01 Grade of Service
The system shall maintain an operating performance appearance to the user of a P-01 grade of service or better, reflecting telephone calling availability for 99 out of 100 call attempts from any single telephone, regardless of the number of telephones, Contractor facilities, applications or users. This intent of this item is not to define the Contractor's physical facility or mode of operation, only the end user call performance. If the contractor fails to meet this requirement, upgrades to facilities will occur until acceptable operation is noted.

Contractor Initials: BP

Date: 1/10/13

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

7.2.12 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 (4) remaining digits of the number) normally dialed for North American calling. Use of dial-around carrier selection shall be restricted.

7.2.13 Administrative / Investigative PC Specifications
The Contractor 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.

7.2.13.1Hardware 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 shall include all additional hardware or software required to network all PCs, read current inmate telephone call record detail files and meet all functional requirements of this document.

 Contractor Initials: [illegible]

Date: 1/10/13

Contractor shall maintain and repair any failed hardware or software throughout the duration of any resulting contract.

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

7.2.13.3 Functional Requirements

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

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

Contractor Initials: BB

Date: 1/10/13

- 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 shall be easily retrievable and achievable on audio compact disks;
- Monitoring provided on a per call, dialed number, all trunk, scanned trunk or on demand basis; monitoring may be done on either live or previously recorded calls;
- Investigator notification via out-dial pager number or telephone number for watched call dialing (inmate dialing of defined telephone number or dialing by inmate per PIN).
- Continuous recording of all telephone calls. The Contractor shall provide a sufficient number of compact disks to allow recording of voice calls over a period of 30 days at each Administrative/Investigative PC site location. Disks shall become the property of the Department of Corrections once recorded.

7.2.13.4 Administrative/Investigational PC Training

On site 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 fourteen (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.

7.2.14 On Site Personnel

The Contractor 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.

Contractor Initials: TB

Date: 1/10/13

Employees shall be present 40 hours per week from 8:00 AM to 4:30 PM. Operational support shall include, but not be limited to, data entry for the establishment of new inmate accounts, programming of calling privileges and call restrictions, collecting and inputting voice samples of the inmates for identification and tracking purposes, entering and adjusting inmate personal identification numbers (PIN) and training Corrections staff in the use of the Administrative / Investigative terminals (PCs). Personnel shall be immediately accessible by e-mail, fax and telephone.

7.2.15 Department of Corrections Personnel Training

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

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

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

7.2.16 Inmate Complaints

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

Contractor Initials: BP

Date: 1/10/13

7.2.17 Acceptance Testing

Acceptance testing shall be performed by the Contractor in the presence of the Department of Corrections personnel and/or their designated representative(s). Any failed service or service feature shall be corrected within the timeframes stipulated in paragraph **7.1.29 Repair and Monitoring Practices**. In all cases, equipment shall be complete and fully functional on **May 22, 2013.**

7.2.18 On site Inspections

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

7.2.19 Invoicing

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

7.2.20 Prepaid Calling and Debit Services

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

Contractor shall allow called parties to pre-pay for calls received by them from inmates, or assigned to inmate accounts for calls to selected parties. Contractor shall offer discounted prepaid call services through a prepaid debit system. Contractor shall establish and maintain all such accounts as requested by customers at the Contractor's expense. Contractor shall be responsible to contact any such customers regarding service operation and terms. In all cases, no additional surcharge, one time purchase charge, account set-up fee or other related fees shall be charged for this service. 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. Contractor shall not add any

 Contractor Initials: BD

Date: 1/10/13

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

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

Prepaid and debit calling services shall be only allowed at the discretion of the State. Contractor shall 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 Contractor shall be the primary contact for all service issues.

7.2.21 Security Software/Features
Contractor service shall incorporate the following services.

7.2.22 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 Contractor. 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.

7.2.23 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.

 Contractor Initials: BB

Date: 1/10/13

7.3 VISITOR INTERCOM PHONES

Contractor shall provide seven (7) complete pairs (two phones per pair) of visitor intercom phones meeting the same specifications as those defined in paragraphs **7.2.5 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 Special Housing Unit and four (4) sets of intercom phones shall be provided in the visitor's area of the NH State Prison for Men facility.

7.4 PAY TELEPHONE REQUIREMENTS

7.4.1 Pay Telephone Requirements

Pay Telephone Services as required at State owned or managed locations including office buildings, leased facilities, parks, and park and ride locations as noted in **Attachment D.** The Contractor shall be responsible to provide reports on telephone 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 Contractor shall not be responsible to negotiate leases for the required space to mount telephones. Service requirements include all requirements noted in paragraph **7.1Common Requirements** and associated subparagraphs. In addition to the following paragraphs:

7.4.2 Stations

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

7.4.3 Postings

Basic telephone operation instructions with call costs shall be posted within 12" of each phone. Posting shall at a minimum, be written in English, French and Spanish. Sample posting is provided in **Attachment A.**

Contractor Initials: BP

Date: 1/10/13

7.4.4 Operator Interface
Service shall allow access to operator assistance and directory assistance.

7.4.5 Non-Call Blocking
The service shall allow calling to any Local Exchange or area code. Calls shall not be restricted by LEC, CLEC, OCC or reseller of called location.

7.4.6 n11 Access
Telephones shall allow direct access to 911 emergency dialing without insertion of payment. No additional digits shall be required other than 911 to reach emergency services. Service shall also allow dialing of any additional n11 service without restriction.

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

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

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

7.4.10 Credit for Faulty Call Transmission
Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and yet is billed; or when a call is terminated within 30 seconds of call initiation due to substandard transmission quality. Contractor shall reimburse costs of failed calls directly to users.

7.4.11 Toll Free Access
Contractor shall allow access to toll free services without restriction.

Contractor Initials: BP

Date: 1/10/13

7.4.12 Operational Date

All services shall be scheduled in advance of cutover or installation. The Contractor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before May 22, 2013. Any additional telephones shall be installed within 14 calendar days of request by the State.

7.4.13 Service Interruptions

The Contractor shall notify the Department of Corrections and the Bureau of Statewide Telecommunications of any modifications or interruptions of service during the implementation, installation of or repair of any service. All scheduled interruptions shall be coordinated with the State contact person five business days prior to scheduled interruption. The Contractor shall be required to coordinate all activities with existing Contractors in order to maintain a smooth transition of service. Contractor shall insure that no telephone bank shall be left without one operating telephone. Any single telephone will not be left without service for more than 24 hours.

7.4.14 Telecommunications Devices for the Deaf

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

7.4.15 Incoming Calls

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

7.4.16 Printed Telephone Directory

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

7.5 STAFFING

7.5.1 State Personnel

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

Contractor Initials: BP

Date: 1/10/13

7.5.2 Contractor Personnel

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

7.5.2.1 Account Management

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

7.5.2.2 Technical Support Engineer

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

7.5.2.3 Pre-Installation and Post-Installation Technical Support

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

7.5.2.4 Additional Security Review

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

Contractor Initials: BP

Date: 1/10/13

7.5.2.5 On Site Administrator

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

7.5.3 Contacts

Within five (5) days after contract award, the Contractor shall notify the Department of Corrections and the Bureau of Statewide Telecommunications, 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 Contractor shall provide written notice to the Department of Corrections and the Bureau of Statewide Telecommunications of any changes of contact personnel and/or telephone numbers.

7.5.4 Security Review

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

Contractor Initials: BP

Date: 1/10/13

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 Contractor.
- The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Contractor or Contractor employee.
- The Contractor shall provide written notice to the Department of Corrections and the Bureau of Statewide Telecommunications of any changes of Contractor employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
- All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately in order to meet assigned installation dates.

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

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

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

7.5.8 English as a Major Language
All Contractor and subcontractor personnel interfacing with State employees shall be fluent, and able to effectively communicate, in the

 Contractor Initials: TP

Date: 1/10/13

English language as commonly used in business. Any Contractor 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.

7.5.9 Department of Corrections Rules of Conduct

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

7.5.9.1 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.

7.5.9.2 Intoxication

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

7.5.9.3 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.

7.5.9.4 Emergency Situations

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

7.5.9.5 Policy, Rules and Regulations

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

 Contractor Initials: BP

Date: 1/10/13

7.5.9.6 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.

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

7.5.9.8 Contraband
The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the Commissioner of Corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25. Contractor and all employees thereof agree to the following DOC definitions of Contraband.

(a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to narcotics, controlled drugs and/or automatic or concealed weapons possessed by those not licensed to have them;
(b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target;
(c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target;
(d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items;
(e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances;

(f) Any intoxicating beverage;
(g) Any tobacco products;
(h) Sums of money or negotiable instruments in excess of $100.00;
- Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit;

Contractor Initials: BL

Date: 1/10/13

- 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.

7.5.9.9 Searches and Inspections

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

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

All persons entering the facilities to visit with residents or staff or to perform services at the facilities or to tour the facilities shall be subject

 Contractor Initials: BP

Date: 1/10/13

to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

7.5.9.10 Confidentiality of Information

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

Contractor Initials: BP

Date: 1/10/13

EXHIBIT B
PAYMENT TERMS

The contract price limitation for this contract is $ 00.00. No State funds will be expended for this contract. The following pricing and payment terms apply:

1. Contractor's pricing shall be 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.

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

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

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

2. Rates shall be exclusive of state and federal taxes, PUC or FCC charges and charges of other regulating government agencies. 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.

Contractor Initials: BP

Date: 4/10/13

3. Per minute rates charges shall be based upon chargeable time using one minute increments rounding up to the next minute. In all cases, chargeable time shall begin 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 shall begin when connection is established between the calling person and the particular person or station specified by the caller. Chargeable time shall end when the calling telephone hangs up thereby releasing the network connection. If the called telephone hangs up but the calling party does not, chargeable time shall end.

4. Call establishment costs shall only be charged for completed calls to the intended telephone or party. No charges shall result from incomplete or unanswered calls. Calls resulting in connection to answering machines, voice mail or similar services shall be billable if reached from a pay telephone. Inmate telephone charges shall not result due to the positive call acceptance requirements defined within this contract.

5. The Contractor shall provide **pay telephone services located throughout the state with a fixed 20% commission** paid to the state based upon gross charges, exclusive of federal FCC, PUC or other Government imposed fees, taxes or charges. No payments shall be due the Contractor by the State. All fees for services shall be charged to parties for receiving or initiating calls.

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

Months from Contract Initiation	Start/End Dates	Monthly Payment to State
1 through 24	May 22, 2013 through May 21, 2015	$27,000
25 through 36	May 22, 2015 through May 31, 2016	$29,000

Contractor Initials: [illegible]

Date: 1/10/13

7. Payments shall be made to the State based on service month, starting on the 22nd of the month, ending on the 21st of the following month (i.e. May 22 through June 21, June 22 through July 21, July 22 through August 21, etc.) per the following schedule. Report dates may be different than those listed based upon contractor monthly cycle date. If the given dates do not fall on the contractor monthly cycle date, the contractor shall provide prorated payment based upon the number of days of service in the given month (i.e. for the month of August in the first year of contract with 8 days of service provided, payment would be 8/31 x $20,000 = $5161.29) at the beginning and end months of the contract.

Service Dates	Payment Due Date
May 22 through June 21	July 21
June 22 through July 21	August 21
July 22 through August 21	September 21
August 22 through September 21	October 21
September 22 through October 21	November 21
October 22 through November 21	December 21
November 22 through December 21	January 21
December 22 through January 21	February 21
January 22 through February 21	March 21
February 22 through March 21	April 21
March 22 through April 21	May 21
April 22 through May 21	June 21

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.

Contractor Initials: BB

Date: 1/10/13

9. Pay Telephone commission payment address shall be determined by "owner" of telephone service. 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 Contractor 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 **7.3 Visitor Intercom Phones** shall be provided at no cost. Usage charges shall not apply.

12. All items covered under this contract shall be delivered as the responsibility of the Contractor and at no direct cost to the State.

Contractor Initials: BB

Date: 1/16/13

COST TABLES

The Contractor shall not impose any additional charges for items not specified in this Contract.

13. COST OF SERVICES

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

COST TABLES

TABLE 1
INMATE TELEPHONE COLLECT CALL SERVICES

Call Type	Cost per Call	Cost per Minute
Local Exchange	$0.50	$0.01 (First 5 minutes, no charge)
Intra-LATA	$0.50	$0.01
Inter-LATA	$0.50	$0.01

Contractor Initials: BP

Date: 1/10/13

TABLE 2
INMATE TELEPHONE DEBIT CALL SERVICES

Call Type	Cost per Call	Cost per Minute
Local Exchange	$0.20	$0.045 (First 5 minutes, no charge)
Intra-LATA	$0.00	$0.045
Inter-LATA	$0.00	$0.045

TABLE 3
PAY TELEPHONE CALL SERVICES

Call Type	Cost per Call	Cost per Minute
Local Exchange	$0.20	$0.045 (First 5 minutes, no charge)
Intra-LATA	$0.00	$0.045
Inter-LATA	$0.00	$0.045

Contractor Initials: BP

Date: 1/16/13

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: 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 $1,000,000 per incident and no less than $1,000,000 in excess/umbrella liability each occurrence; and

2. There are no other special provisions for this contract.

Contractor Initials: [illegible]

Date: 1/10/13

EXHIBIT D

RFB 1483-12 is incorporated herewith.

Contractor Initials: [illegible]

Date: 9/10/13

ATTACHMENT A
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 télèphone

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

Contractor Initials: BP

Date: 1/10/13

ATTACHMENT B
Sample Inmate Telephone Trouble Report

Campus: _____

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

Location of Phones(s) Experiencing Trouble: _____

_____

Description of Trouble: _____

_____

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

TO BE COMPLETED BY CONTRACTOR

Description of Repair to Correct Problem: _____

_____

Date Tech on Site: _____ Time Tech on Site: _____

Date Trouble Cleared: _____ Time Trouble Cleared: _____

Tech Signature: _____

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

Contractor Initials: BA

Date: 1/10/13

ATTACHMENT C
REQUIRED REPORTS

SAMPLE CONTRACTOR 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				

 Contractor Initials: BL

Date: 1/10/13

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				

Contractor Initials: BP

Date: 1/10/13

Debit				
Other CDR				
Collect				
Prepaid				
Debit				
Total:				

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				

Contractor Initials: BL

Date: 1/10/13

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:				

Contractor Initials: [illegible]

Date: 1/10/13

ATTACHMENT D
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	PEABODY SLOPE	FRANCONIA

 Contractor Initials: BP

Date: 1/10/13

		NOTCH		
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 D
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

Contractor Initials: [illegible]

Date: 1/10/13

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

Contractor Initials: BB

Date: 1/10/13

ATTACHMENT D
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

Contractor Initials: [illegible]

Date: 9/10/13

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

Contractor Initials: BB

Date: 1/10/13

ATTACHMENT D
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		KEENE

Contractor Initials: [illegible]

Date: 1/10/13

		COURT 29 ROUTE 9		
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

Contractor Initials: [illegible]

Date: 1/10/13

ATTACHMENT D
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

Contractor Initials: BP

Date: 1/10/13

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

Contractor Initials: [illegible]

Date: 1/10/13

ATTACHMENT D
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

Contractor Initials: BP

Date: 1/10/13

ATTACHMENT E
INMATE ACCESS TO TELEPHONE SYSTEM

NH DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE DIRECTIVE	CHAPTER Resident Programming STATEMENT NUMBER 7.28
SUBJECT: **INMATE ACCESS TO TELEPHONE SYSTEM** PROPONENT: Christopher Kench *Name/Title* Commissioner's Office 271-8016 *Office* *Phone #*	EFFECTIVE DATE 09/15/09 REVIEW DATE 09/15/10 SUPERSEDES PPD# 7.28 DATED 04/15/04
ISSUING OFFICER: **William Wrenn, Commissioner**	DIRECTOR'S INITIALS DATE 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.

Contractor Initials
Date 1/10/13

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.

Contractor Initials TP
Date 1/10/13

ATTACHMENT E
INMATE ACCESS TO TELEPHONE SYSTEM
(Continued)

STATE OF NEW HAMPSHIRE
PERSONAL ALLOWED NUMBER REQUEST FORM

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

LAST NAME _____ FIRST NAME _____ M.I. _____

DOC # _____ FACILITY NAME _____ UNIT _____

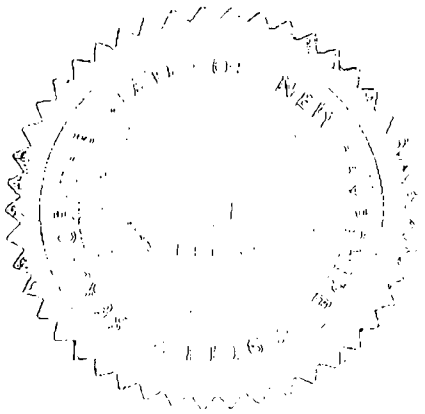
Add (A) Delete (D)	Name Of Called Party	Relationship	Area Code	Telephone Number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Contractor Initials _____
Date 1/10/13

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of January, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

OF

Inmate Calling Solutions, LLC
d/b/a ICSolutions

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

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

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

NAME	SIGNATURE	DATE
Brendan Philbin	Brendan Philbin	1/10/13

IN WHITNESS THEREOF, I have signed this Certificate of Authority on: 1/10/13

Timothy P. McAteer

Timothy P. McAteer, President

Subscribed and sworn to (or affirmed) before me on the 10th day of January, 2013, and proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

BONAPA GOY GIMINSKI, Notary Public
Bexar County, Texas.
My commission expires: 4/7/15.

BONAPA GOY GIMINSKI
Notary Public, State of Texas
My Commission Expires
April 07, 2015

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2013

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

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

PRODUCER: Lockton Companies, LLC - I St. Louis
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B: Great Northern Insurance Company	20303
INSURER C: Executive Risk Indemnity Inc.	35181
INSURER D: Continental Casualty Company	20443
INSURER E:	
INSURER F:	

INSURED: 1359023
Intuate Calling Solutions, LLC
dba ICSolutions
2200 Danbury Street
San Antonio TX 78217

COVERAGES CENGR CERTIFICATE NUMBER: 12126736 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	N	7321-00-96	1/1/2013	1/1/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	73210092	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	15085511623	1/1/2013	1/1/2014	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	7165-55-50	1/1/2013	1/1/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability	N	N	8208-3524	1/1/2013	1/1/2014	$3,000,000 Each Claim $3,000,000 Aggregate $25,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The State of New Hampshire is an additional insured under General Liability as required by written contract

CERTIFICATE HOLDER

12126736
State of New Hampshire, Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Room 102
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD ©1988-2010 ACORD CORPORATION. All rights reserved.

CONTRACT BOND
Bond No. 105877663

KNOW ALL MEN BY THESE PRESENTS, That we, Inmate Calling Solutions, L.L.C. dba ICSolutions, 2200 Danbury, San Antonio, TX 78217 Contractor as Principal and Travelers Casualty and Surety Company of America, as Surety whose mailing address is One Tower Square, Hartford, CT 06183 are held and firmly bound unto the State of New Hampshire, 25 Capitol Street, State House Annex, Bureau of Purchase and Property, Room 102, Concord, NH 03301 in the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) to be paid to the State of New Hampshire or its certain attorney, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas said Contractor, Principal herein, has, by written agreement, entered into a contract with the State of New Hampshire, Department of Administrative Services to provide Inmate and Pay Telephone Services for the term of May 22, 2013 through May 31, 2016 with an option to renew for one (1) additional two (2) year period, subject to Governor and Council approval in accordance with the provisions within the agreement, which contract by reference made a part hereof, and is hereafter referred to as the "Contract".

Now, therefore, a condition of this obligation is such that, the contractor shall faithfully perform work contracted, to be performed and comply with all provisions of the Contract, and shall remain in full force and effect throughout the duration of the contract. The bond shall secure the performance of the Contractor under all terms and conditions of the Contract, and shall secure any damages, cost or expenses resulting from the Contractor's default in performance or liability caused by the contractor. The performance bond proceeds may be applied to the Contractor's liability for any administrative costs and/or excess costs incurred by the State in obtaining alternative products or services to replace these terminated as a result of the Contractor's default.

Signed, sealed on this 10th day of January 2013.

Inmate Calling Solutions, L.L.C. dba ICSolutions

Witness _____ By: _____
Russell A. Willey, L.L.C. Manager

Travelers Casualty and Surety Company of America

Witness _____ By: _____
Sandra L. Ham, Attorney-in-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
City of St. Louis } ss.

On this 10th day of January, 2013, before me personally appeared Sandra L. Ham, known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

My Commission Expires: February 24, 2014.

(Seal)

HEIDI A. NOTHEISEN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: February 24, 2014
Commission Number: 10514582

Heidi A. Notheisen
Notary Public in the State of Missouri
City of St. Louis
Commission Number: 10514582

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221904

Certificate No. 005180387

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

Linda M. Hodgdon
Commissioner
603/271-3201

Robert D. Stowell
Administrator
603/271-3606

State of New Hampshire

Michael P. Connor
Director
603/271-6899

Department Of Administrative Services
Division of Plant & Property Management
Bureau Of Purchase & Property
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603/271-2201

October 23, 2012

Manchester Union Leader
Attn: Legal Notices
100 William Loeb Lane
Manchester, NH 03109

RE: Public Notice Ad, Invitation to Bid:

Dear Legal Notice Department:

Enclosed is one (1) Public Notice Ad to be inserted in your newspaper on three consecutive days beginning as soon as possible.

Please bill the Business Office, 25 Capitol Street, Room 418, Concord, NH 03301

Please provide tear sheets for the Division of Plant and Property Management, fax # 271-2700.

Sincerely,

Robert D. Stowell

Enclosure (1)

bids/unionleader

corded with the Strafford County Registry of Deeds in Book 1618, Page 888.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25 YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE

A deposit of Five Thousand ($5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on October 4, 2012

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-12

By its Attorneys,
Jody A. DiGiacomandrea, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201204-1149 - ORE

(UL - Oct. 12, 19, 26)

Public Notices

They're how you know! Public Notices help citizens to stay alert to what is happening in the community.

Legal Notice

The Town of Exeter is accepting RFQs from professional architects and engineers to assist in the administration, design, surveying and construction inspection of a NHDOT TE grant to purchase and renovate the Exeter train station baggage building so that it will once again serve as a passenger ticketing office. Applicants must have successfully completed NHDOT LPA training and submit all required RFQ materials by Nov. 19th. For full details call Exeter Planning Office at 603-773-6112 or visit the town web site at: www.town.exeter.nh.us

(UL-Oct. 26; Nov. 2, 9)

Housing Park, Town of Hinsdale, County of Cheshire and State of New Hampshire at land owned by Ash Swamp Brook Cooperative, Inc.

Said sale to be held on the mortgaged premises located at 1 park Drive, Oak Hill Acres Manufactured Housing Park, Hinsdale, Cheshire County, New Hampshire.

In the event of a discrepancy between the legal description in said Mortgage and the foregoing quotation thereof, the former shall be controlling.

This foreclosure sale will be made for the purpose of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes, unpaid rent and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS AND WITH ALL FAULTS". TERMS OF SALE. A deposit of Five Thousand ($5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

Dated at Somersworth, New Hampshire on October 15, 2012

21st MORTGAGE CORPORATION
By its Attorney,
DONALD R. ROUTHIER, ESQ.,
217 High Street,
Somersworth, New Hampshire, 03878
(603) 692-3655

(UL - Oct. 19, 26, Nov. 2)

Legal Notice

PUBLIC NOTICE
INVITATION TO BID

The State of New Hampshire is soliciting bids for Inmate and Pay Telephone Services. Specifications and bid forms may be obtained at http://admin.state.nh.us/purchasing/bids_postedbid.asp. **Bid #1483-13** or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than 11:30 A.M. on Friday, November 9, 2012.

Robert D. Stowell, Administrator
Administrative Services

(UL - Oct. 24, 25, 26)

♠AKJ73 ♠Q108[illegible]
♥842 ♥AQ10[illegible]
♦85 ♦K3
♣AK9 ♣74

2. You are declarer with the West hand at Three Notrump, and North leads the seven of hearts. How would you play the hand?

WEST	EAST
♠AJ96	♠Q103
♥J93	♥A64
♦A97	♦K543
♣AK8	♣Q97

1. Superficially, it might seem to make no difference whether you cover the diamond with the king or not. But to make sure of the contract, you should duck the queen.

Assume that South has the ace, and once this is granted, the contract is cold if you let North's queen hold the first trick.

The problem with the king play is that South will win with the ace and return a diamond, allowing North to shift to a heart. If it then turns out that South has both the king and jack of hearts, you will lose two hearts and two diamonds and go down one.

But if you duck the first diamond, you are safe against any attack. If North continues the suit, you win any return by South, play the A-K of clubs and ruff a

JUMBLE

Unscramble those four Jumbles, one letter to each square, to form four ordinary words

MIGER

©2012 Tribune Media Services, Inc. All Rights Reserved.

INTEW

BOWSET

SHYMIW

Ans: A

Yesterday's Jumbles: WIDER, [illegible]
Answer: The guy [illegible] IT WAS [illegible]

Date: 1/30/2013

Filed Documents
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
ICSolutions	Legal

Trade Name - Domestic - Information

Business ID:	637999
Status:	Active
Entity Creation Date:	10/27/2010
Principal Office Address:	2200 Danbury Street San Antonio TX 78217
Principal Mailing Address:	No Address
[Name Not Available]	[Address Not Available]

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.