



STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

STATE TERM CONTRACT CHANGE

CONTRACT NO. : 4009489      CHANGE NO. : 01  
BUYER : JENNIFER SIGLER  
BUYER PHONE : (334) 242-7370  
T-NUMBER : TA497  
DATE ISSUED : 06/13/07  
VENDOR NUMBER : 63107100100  
VENDOR PHONE : (251)479-4500  
SNAP REQ. NO. : 1346561  
EFFECTIVE DATE : 06/01/07  
EXPIRATION DATE : 05/31/10  
SOLICITATION NO. : 2170936

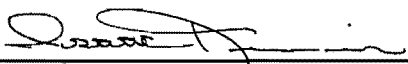
GLOBAL TEL\*LINK  
2609 CAMERON ST  
MOBILE AL 36607

STATE TERM CONTRACT : TELEPHONE SERVICES - PAY AND INMATE

CHANGE EFFECTIVE DATES OF THE CONTRACT TO: JUNE 1, 2007 THROUGH  
MAY 31, 2010 PER COURT ORDER, CASE NO. CV-2007-407, CIRCUIT  
COURT, MONTGOMERY, ALABAMA, JUDGE EUGENE W. REESE, PRESIDING.

JS/TC

\*\*\*\*\* END OF ADDENDUM \*\*\*\*\*

APPROVED:   
PURCHASING DIRECTOR



**STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING**

**AGENCY TERM CONTRACT AWARD**

CONTRACT NO. : 4009489  
 BUYER : JENNIFER SIGLER  
 BUYER PHONE : (334) 242-7370  
 T-NUMBER : TA497  
 DATE ISSUED : 06/12/07  
 SNAP REQ. NO. : 1346561  
 EFFECTIVE DATE : 06/01/07  
 EXPIRATION DATE : 05/31/10  
 SOLICITATION NO. : 07-X-2170936  
 VENDOR NUMBER : 63107100100  
 VENDOR PHONE : (251)479-4500

**GLOBAL TEL\*LINK  
2609 CAMERON ST  
MOBILE AL 36607**

CONTACT PERSON: **TERESA RIDGEWAY**

AGENCY TERM CONTRACT : **TELEPHONE SERVICES - PAY AND INMATE**

1. EFFECTIVE PERIOD: 06/01/07 TO 05/31/10
2. F.O.B. POINT: DESTINATION
3. DELIVERY TERMS: ASAP
4. CASH DISCOUNT TERMS: NET
5. BID REFERENCE NO.:
6. AWARDED LINES: 00002
7. DISCOUNTS : UNIT PRICES INCLUDE ALL APPLICABLE DISCOUNTS

ALL TERMS, CONDITIONS, AND ANY AMENDMENTS TO SOLICITATION 07-X-2170936  
 ARE PART OF THIS CONTRACT AS IF FULLY REPRODUCED HEREIN.

APPROVED:

  
PURCHASING DIRECTOR

<b>PRICE SHEET</b>	<b>AGENCY TERM CONTRACT AWARD</b>
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VENDOR : GLOBAL TEL*LINK	CONTRACT NO. : 4009489 VENDOR NO. : 63107100100	PAGE 2
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	PERCENT	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATEWIDE				
00001	COMMODITY CODE: 915-77-075872 TELEPHONE SERVICE - INMATE COMMISSION PERCENTAGE TO BE PAID	1	EA	61.50%	
00002	COMMODITY CODE: 915-77-075872 TELEPHONE SERVICE - PUBLIC PAY TELEPHONE COMMISSION PERCENTAGE TO BE PAID	1	EA	61.50%	

<b>SPECIAL TERMS AND CONDITIONS</b>	<b>AGENCY TERM CONTRACT AWARD</b>	
VENDOR : GLOBAL TEL*LINK	CONTRACT NO. : 4009489 T-NUMBER : TA497	PAGE 3

3 YEAR CONTRACT WITH TWO RENEWAL YEARS:  
TO ESTABLISH A THREE YEAR CONTRACT WITH FIRM PRICING AND TWO OPTIONAL RENEWAL YEARS.

USAGE: STATE AGENCIES, POLITICAL SUBDIVISIONS, CITY AND COUNTY AGENCIES. STATE COLLEGES AND UNIVERSITIES, MUNICIPALITIES.

**ANNUAL AGREEMENT:**

THE PURCHASE ORDER CONSTITUTES A CONTRACT BETWEEN THE STATE OF ALABAMA AND THE VENDOR. THE VENDOR ACCCEPTS THE CONTRACT AS WRITTEN AND WILL FULFILL ALL REQUIREMENTS FOR THE VALID PERIOD INDICATED.

CHANGES/MODIFICATIONS ARE ALLOWED ONLY BY A WRITTEN PURCHASE ORDER CHANGE THROUGH THE DIVISION OF PURCHASING.

INVOICE TO BE BILLED IN ARREARS, TO THE "BILL TO" ADDRESS.

\*\*\*\*\*  
\*\*\*\*\* NOTICE \*\*\*\*\*

NOTWITHSTANDING ANY OTHER PROVISION OF THIS I.T.B., DEPARTMENT OF FINANCE ADMINISTRATIVE RULES 355-4-1-.01 THROUGH 355-4-1-.09 WHICH GOVERN THE PURCHASE OF GOODS AND SERVICES FROM THE LOWEST RESPONSIBLE BIDDER ARE NOT APPLICABLE TO THIS TRANSACTION.

\*\*\*\*\*

# CONTRACT CHANGE

CONTRACT #: 4009489 Global Tel\*Link

CHG #: 01

TA #: 497

## PLEASE MAKE THE FOLLOWING CHANGES:

CHANGE EFFECTIVE DATES OF THE CONTRACT TO:

**JUNE 01, 2007 - MAY 31, 2010**

PER COURT ORDER, CASE NO. CV-2007-407

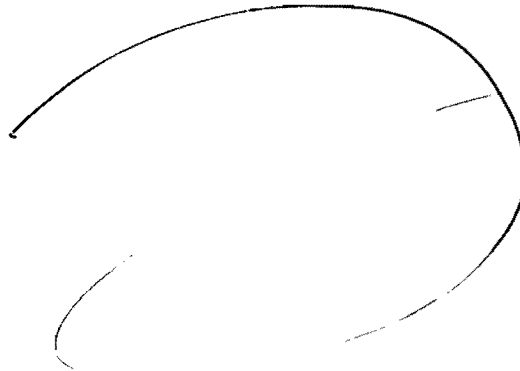
CIRCUIT COURT, MONTGOMERY, AL

JUDGE EUGENE W. REESE, PRESIDING

THANK YOU,



6/12/2007





BOB RILEY  
Governor  
JAMES ALLEN MAIN  
Director of Finance

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

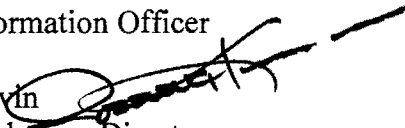
RSA Union Building  
100 North Union Street – Suite 192  
P.O. Box 302620  
Montgomery, Alabama 36130-2620  
Telephone (334) 242-7250  
Fax (334) 242-4419  
[www.purchasing.alabama.gov](http://www.purchasing.alabama.gov)



ISAAC KERVIN  
State Purchasing Director

**MEMORANDUM**

**To:** Jim Burns  
Chief Information Officer

**From:** Isaac Kervin   
State Purchasing Director

**Date:** June 12, 2007

**Subject:** *ITB 07-X-2170936 – Inmate and Public Payphones*

Please find attached (*Located in Attachment "A"*) an "ORDER OF THE COURT" issued by Circuit Judge Eugene W. Reese. This ORDER resulted from the Circuit Court for Montgomery County, Court Case No. CV-2007-407. Within this ORDER, the Judge ordered the State of Alabama to consider the contract resulting from Invitation-to-Bid (ITB) 07-X-2170936 as a valid and binding State Term Contract. The State was further ordered, to recognize the effective date of the contract as June 1, 2007 to May 31, 2010.

As the State Purchasing Director, it is my belief that the State should follow this ORDER OF THE COURT. Since this is an Agency Term Contract specifically bid for the Information Services Division (ISD), you should now be free to take whatever actions necessary to execute the terms of this contract.

I wish you and all others involved with this contract, much success!

Attachment (1)

Cc: Mose Stuart  
Jennifer Sigler

# ATTACHMENT

“A”

IN THE CIRCUIT COURT FOR  
MONTGOMERY COUNTY, ALABAMA

GLOBAL TEL\*LINK CORPORATION, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 STATE OF ALABAMA; ALABAMA )  
 DEPARTMENT OF FINANCE; ISAAC )  
 KERVIN, in his official capacity as )  
 Director of the Division of Purchasing of )  
 the Alabama Department of Finance; )  
 T-NETIX, INC., )  
 )  
 Defendants. )

CASE NO. CV-2007-407



**ORDER**

This cause came to be heard on May 15, May 16 and May 17, 2007. Plaintiff Global Tel\*Link Corporation ("GTL") brought the instant action against the Defendants, State of Alabama, Alabama Department of Finance, and Isaac Kervin in his official capacity as Director of the Division of Purchasing of the Alabama Department of Finance, for declaratory judgment. Plaintiff GTL contends that in accordance with the Alabama Competitive Bid laws that GTL and the State of Alabama entered into a contract on or about December 19, 2006 referred to as "Telephone Services - Pay and Inmate". T-NETIX, Inc., an unsuccessful bidder, filed a Motion to Intervene and the Court allowed T-NETIX, Inc. to intervene as a defendant in this case. The Intervenor Complaint for Declaratory Judgment filed by T-NETIX, Inc. was deemed a cross-claim against the State defendants and a counter-claim against the Plaintiff, GTL. T-NETIX, Inc. contends in its cross-claim/counter-claim that the contract between GTL and the State of Alabama was let in violation of the Alabama Competitive Bid Laws. The State of Alabama



contends in this case that at all times the State officials acted in good faith, but the State does request that the contract be rebid.

The Court has considered all of the evidence and applicable legal authorities. The Court finds as follows: In awarding the contract to GTL, the State of Alabama complied with the Alabama Competitive Bid laws. On December 19, 2006, the State of Alabama and GTL entered into a contract for "Telephone Services - Pay and Inmate". In awarding the contract to GTL, the State officials acted in good faith. The contract called for delivery "asap". GTL proceeded immediately in accordance with the contract and incurred approximately \$350,000 in purchasing equipment and approximately 450 plus man-hours before GTL was stopped by the State on February 1, 2007. The State does not contend nor is there any evidence that GTL breached the contract between the State and GTL. In fact, the evidence is clear that GTL has complied with the December 19, 2006 contract. T-NETIX, Inc. was an unsuccessful bidder and protested GTL receiving the contract. However, T-NETIX, Inc. did not provide the State of Alabama with any specific complaints until January 31, 2007. Beginning on or about February 1, 2007, the State officials re-evaluated the bid responses. Around the middle of February 2007 (approximately two months after the contract was entered into between the State of Alabama and GTL), the State determined that the GTL bid response to the Invitation to Bid fully complied except for one discrepancy. The Invitation to Bid had requested two financial statements (2004 and 2005) and it was determined that GTL filed the 2004, but not the 2005 financial statement. In approximately mid-February of 2007 when this one discrepancy was found, it was determined by the State officials that the State officials had simply made an honest mistake and honest error. The evidence is clear and without dispute that the State officials acted in good faith and simply made an honest mistake. The contract between GTL and the State of Alabama comprises over 350

pages including numerous technical specifications all of which GTL complied with. Whether a bid response is being initially evaluated or re-evaluated, the standard is the same - Did the State officials make the contract award in good faith. The State officials clearly did so in this case. The Court finds that the State officials acted in good faith; that there is no evidence that the State officials acted in bad faith or arbitrarily and capriciously; that there was no ignorance on the part of the State officials through lack of inquiry; that there is no evidence that the State officials based the contract on any misconception of the law; nor is there any evidence that the award was a result of any improper influence.

The contract in this case was awarded in accordance with the Alabama Competitive Bid laws. The single most important requirement of the Competitive Bid law is the good faith of the officials charged with executing the requirements of the law. The honest exercise of discretion by such officials will not be interfered with by the Courts, even if it is erroneous. White v. McDonald Ford Tractor Company, 248 So. 2d 121 (Ala. 1971); International Telecommunications Systems v. State, 359 So. 2d 364, 368 (Ala. 1978); Advance Tank & Constr. Co. v. Arab Water Works, 910 F. 2d 761, 765 (11<sup>th</sup> Cir. 1990); Crest Construction Corp. v. Shelby Board of Education, 612 So. 2d 425, 429 (Ala. 1992); Ericsson GE Mobile Communications, Inc. v. Motorola Communications & Electronics, Inc., 657 So. 2d 857 (Ala. 1995); and TFT, Inc. v. Warning Systems, Inc., 751 So. 2d 1238, 1243 (Ala. 1999).

Accordingly, it is the ORDER of this Court that JUDGMENT is hereby entered in favor of Global Tel\*Link Corporation on its complaint for declaratory judgment and against the Defendants, State of Alabama, Alabama Department of Finance, Isaac Kervin in his official capacity as Director of the Division of Purchasing of the Alabama Department of Finance; and T-NETIX, Inc. In regard to the counter-claim/cross-claim

filed by T-NETIX, Inc., it is the ORDER of this Court that JUDGMENT is hereby entered in favor of Global Tel\*Link Corporation, State of Alabama, Alabama Department of Finance and Isaac Kervin in his official capacity as Director of the Division of Purchasing of the Alabama Department of Finance and against T-NETIX, Inc. It is further ORDERED, ADJUDGED and DECREED that there is a valid binding contract between the State of Alabama and Global Tel\*Link Corporation and that the State of Alabama shall fully and completely comply therewith. Further, in that the State of Alabama has unquestionably delayed the contract for approximately four months, it is further ORDERED that the effective date of the contract shall be June 1, 2007 to May 31, 2010. Each party shall respectfully bear their own costs.

DONE this the 5 day of <sup>June</sup>~~May~~, 2007.



EUGENE W. REESE,  
CIRCUIT JUDGE

Joe Espy  
Benjamin Albritton  
Daniel Walter  
Jimmy Probst

LAST  
PAGE  
OF  
ATTACHMENT

IN THE CIRCUIT COURT FOR  
MONTGOMERY COUNTY, ALABAMA

GLOBAL TEL\*LINK CORPORATION, )

Plaintiff, )

v. )

CASE NO. CV-2007-407 )

STATE OF ALABAMA; ALABAMA )  
DEPARTMENT OF FINANCE; ISAAC )  
KERVIN, in his official capacity as )  
Director of the Division of Purchasing of )  
the Alabama Department of Finance; )  
T-NETIX, INC., )

Defendants. )



ORDER

This cause came to be heard on May 15, May 16 and May 17, 2007. Plaintiff Global Tel\*Link Corporation ("GTL") brought the instant action against the Defendants, State of Alabama, Alabama Department of Finance, and Isaac Kervin in his official capacity as Director of the Division of Purchasing of the Alabama Department of Finance, for declaratory judgment. Plaintiff GTL contends that in accordance with the Alabama Competitive Bid laws that GTL and the State of Alabama entered into a contract on or about December 19, 2006 referred to as "Telephone Services - Pay and Inmate". T-NETIX, Inc., an unsuccessful bidder, filed a Motion to Intervene and the Court allowed T-NETIX, Inc. to intervene as a defendant in this case. The Intervenor Complaint for Declaratory Judgment filed by T-NETIX, Inc. was deemed a cross-claim against the State defendants and a counter-claim against the Plaintiff, GTL. T-NETIX, Inc. contends in its cross-claim/counter-claim that the contract between GTL and the State of Alabama was let in violation of the Alabama Competitive Bid Laws. The State of Alabama

contends in this case that at all times the State officials acted in good faith, but the State does request that the contract be rebid.

The Court has considered all of the evidence and applicable legal authorities. The Court finds as follows: In awarding the contract to GTL, the State of Alabama complied with the Alabama Competitive Bid laws. On December 19, 2006, the State of Alabama and GTL entered into a contract for "Telephone Services - Pay and Inmate". In awarding the contract to GTL, the State officials acted in good faith. The contract called for delivery "asap". GTL proceeded immediately in accordance with the contract and incurred approximately \$350,000 in purchasing equipment and approximately 450 plus man-hours before GTL was stopped by the State on February 1, 2007. The State does not contend nor is there any evidence that GTL breached the contract between the State and GTL. In fact, the evidence is clear that GTL has complied with the December 19, 2006 contract. T-NETIX, Inc. was an unsuccessful bidder and protested GTL receiving the contract. However, T-NETIX, Inc. did not provide the State of Alabama with any specific complaints until January 31, 2007. Beginning on or about February 1, 2007, the State officials re-evaluated the bid responses. Around the middle of February 2007 (approximately two months after the contract was entered into between the State of Alabama and GTL), the State determined that the GTL bid response to the Invitation to Bid fully complied except for one discrepancy. The Invitation to Bid had requested two financial statements (2004 and 2005) and it was determined that GTL filed the 2004, but not the 2005 financial statement. In approximately mid-February of 2007 when this one discrepancy was found, it was determined by the State officials that the State officials had simply made an honest mistake and honest error. The evidence is clear and without dispute that the State officials acted in good faith and simply made an honest mistake. The contract between GTL and the State of Alabama comprises over 350

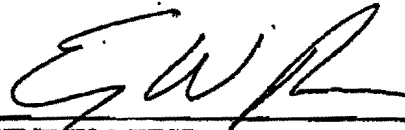
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The contract in this case was awarded in accordance with the Alabama Competitive Bid laws. The single most important requirement of the Competitive Bid law is the good faith of the officials charged with executing the requirements of the law. The honest exercise of discretion by such officials will not be interfered with by the Courts, even if it is erroneous. White v. McDonald Ford Tractor Company, 248 So. 2d 121 (Ala. 1971); International Telecommunications Systems v. State, 359 So. 2d 364, 368 (Ala. 1978); Advance Tank & Constr. Co. v. Arab Water Works, 910 F. 2d 761, 765 (11<sup>th</sup> Cir. 1990); Crest Construction Corp. v. Shelby Board of Education, 612 So. 2d 425, 429 (Ala. 1992); Ericsson GE Mobile Communications, Inc. v. Motorola Communications & Electronics, Inc., 657 So. 2d 857 (Ala. 1995); and TFT, Inc. v. Warning Systems, Inc., 751 So. 2d 1238, 1243 (Ala. 1999).

Accordingly, it is the ORDER of this Court that JUDGMENT is hereby entered in favor of Global Tel\*Link Corporation on its complaint for declaratory judgment and against the Defendants, State of Alabama, Alabama Department of Finance, Isaac Kervin in his official capacity as Director of the Division of Purchasing of the Alabama Department of Finance; and T-NETIX, Inc. In regard to the counter-claim/cross-claim

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DONE this the 5 day of <sup>June</sup> ~~May~~, 2007.



EUGENE W. REESE,  
CIRCUIT JUDGE

Joe Espy  
Benjamin Albritton  
Daniel Wolter  
Jimmy Pool





STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

AGENCY TERM CONTRACT AWARD

CONTRACT NO. : 4009489  
BUYER : JENNIFER SIGLER  
BUYER PHONE : (334) 242-7370  
T-NUMBER : TA497  
DATE ISSUED : 12/19/06  
SNAP REQ. NO. : 1346561  
EFFECTIVE DATE : 12/19/06  
EXPIRATION DATE : 12/18/09  
SOLICITATION NO. : 07-X-2170936  
VENDOR NUMBER : 63107100100  
VENDOR PHONE : (251)479-4500

GLOBAL TEL\*LINK  
2609 CAMERON ST  
MOBILE AL 36607

CONTACT PERSON: TERESA RIDGEWAY

AGENCY TERM CONTRACT : TELEPHONE SERVICES - PAY AND INMATE

1. EFFECTIVE PERIOD: 12/19/06 TO 12/18/09
2. F.O.B. POINT: DESTINATION
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ARE PART OF THIS CONTRACT AS IF FULLY REPRODUCED HEREIN.

APPROVED:   
PURCHASING DIRECTOR

<b>PRICE SHEET</b>	<b>AGENCY TERM CONTRACT AWARD</b>
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VENDOR : GLOBAL TEL*LINK	CONTRACT NO. : 4009489 VENDOR NO. : 63107100100	PAGE 2
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<b>SPECIAL TERMS AND CONDITIONS</b>	<b>AGENCY TERM CONTRACT AWARD</b>	
VENDOR : GLOBAL TEL*LINK	CONTRACT NO.: 4009489 T-NUMBER : TA497	PAGE 3

3 YEAR CONTRACT WITH TWO RENEWAL YEARS:  
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INVOICE TO BE BILLED IN ARREARS, TO THE "BILL TO" ADDRESS.

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\*\*\*\*\* NOTICE \*\*\*\*\*

NOTWITHSTANDING ANY OTHER PROVISION OF THIS I.T.B., DEPARTMENT OF FINANCE ADMINISTRATIVE RULES 355-4-1-.01 THROUGH 355-4-1-.09 WHICH GOVERN THE PURCHASE OF GOODS AND SERVICES FROM THE LOWEST RESPONSIBLE BIDDER ARE NOT APPLICABLE TO THIS TRANSACTION.

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