



# EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

5/23  
NB

1. EDS Number: <b>D20-8-3393</b>	2. Date prepared: 4/2/08
----------------------------------	--------------------------

### 3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input checked="" type="checkbox"/> Contract for Procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input checked="" type="checkbox"/> Renewal # <u>1</u>
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

### FISCAL INFORMATION

4. Account Number: 5220/532400/10650	5. Account Name: Office of Technology
6. Total amount this action: <b>\$0.00</b>	7. New contract total: <b>\$0.00</b>
8. Revenue generated this action: <b>18% paid to the State</b>	9. Revenue generated total contract:
10. New total amount for each fiscal year:	
Year <u>2008</u> \$ <u>0</u>	Year <u>2010</u> \$ <u>0</u>
Year <u>2009</u> \$ <u>0</u>	Year _____ \$ _____

### TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 2/16/2008	12. To (month, day, year): 2/16/2010
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Other ( <i>specify</i> ) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: ITOC or Delegate has signed off on contract

36. Statutory Authority (*Cite applicable Indiana or Federal Codes*): Indiana Code 5-22-6-1 et seq.

37. Description of work and justification for spending money. (*Please give a brief description of the scope of work included in this agreement.*)  
This is a no cost contract. GTL provides the state with both public and offender payphone services and equipment at state properties. They will handle the local, and intraLATA traffic generated from the phones. In addition they will be paying the State a commission based on gross revenues generated by the phones. 18% Commission.

38. Justification of vendor selection and determination of price reasonableness:  
The RFP number is 3-67. This contract was awarded to AT & T and was assigned to Global\*Tel Link Corporation February 2004.

39. If this contract is submitted late, please explain why: (*Required if more than 30 days late.*)

RECEIVED  
APR 10 2008  
OAG-ADVISORY

40. Agency fiscal officer or representative approval <i>Sandy Jones</i>	41. Date Approved 4/2/08	42. Budget agency approval <i>Madhan</i>	43. Date Approved 4/7/08
44. Attorney General's Office approval <i>CRB</i>	45. Date Approved 4-18-08	46. Agency representative receiving from AG	47. Date Approved

5/23/08  
CRB

**Amendment # \_1\_/Renewal # \_1\_**

This is an Amendment/Renewal to the Contract entered into by and between Indiana Office of Technology (hereinafter referred to as "State") and Global Tel\*Link Corporation (GTL) (hereinafter referred to as "Contractor") dated February 16, 2004. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Whereas, the contract was bid in 2004 and awarded to AT & T, and;

Whereas, said contract was duly assigned to:

Global Tel\*Link Corporation  
2609 Cameron Street  
Mobile, AL 36607

As assignee and successor-in-interest;

Pursuant to the renewal clause in the original contract dated February 16, 1004, the State wishes to extend the terms of the contract for an additional two (2) years. Renewal start date is February 16, 2008 through February 16, 2010.

To replace the existing Compliance with Laws, Information Technology Accessibility, and Confidentiality of State Information clauses with the following:

**Compliance with Laws, page 5, paragraph 19.**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request

that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

**Information Technology Enterprise Architecture Requirements, page 11, paragraph 33.**

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

**Confidentiality of State Information, page 6, paragraph 21.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC

4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Contractor's internal privacy/confidential information policy complies with the The Privacy Act of 1974, as amended, 5 U.S.C. § 552a, and the customer proprietary network information laws codified at 47 U.S.C. § 222, as promulgated by the Federal Communications Commission at 47 C.F.R. § 64.2005, *et seq.*. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

Total amount of this action is zero dollars (\$0.00). Total remuneration of this contract is not to exceed zero dollars (\$0.00).

This contract is a "no cost" contract to the State. GTL provides the State with both public and offender payphone services and equipment at State properties. The State is paid a commission by GTL based on the gross revenues generated by the payphones.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

*The remainder of this page has been intentionally left blank.*

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**

Signature: 

Printed Name: Jeffrey B. Haidinger

Title: President, Services

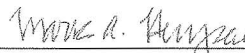
Date: February 15, 2008

**Indiana Office of Technology**

  
Gerry Weaver, Chief Information Officer

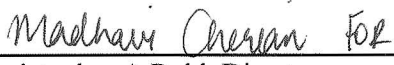
Date: 4/2/08

**Department of Administration**

 FOR  
Carrie Henderson, Commissioner

Date: 4/3/2008

**State Budget Agency**

 FOR  
Christopher A Ruhl, Director

Date: 4/7/08

**Office of the Attorney General**

 FOR  
Stephen Carter, Attorney General

Date: 4-18-08