

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INMATE TELECOMMUNICATION AND TECHNOLOGY SERVICES
DPSCS Q00B9400038**

THIS CONTRACT is made this 14th day of August, 2019 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, (herein known as the "Department") and Global Tel*Link (GTL) herein known as the (Contractor).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated.

- 1.1 "COMAR" means the Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- 1.2 "Contract" means this contract for Inmate Telecommunication Services
- 1.3 "Contract Manager" means the individual identified in Section 29.1 of this Contract, or a successor designated by the Department or Agency.
- 1.4 "Contractor" means Global Tel*Link (GTL) whose principal business address 12021 Sunset Hills Road, Suite 100, Reston, VA. 20190.
- 1.5 "Department" means the Maryland Department of Public Safety and Correctional Services.
- 1.6 "Financial Proposal" means the Contractor's Financial Proposal, dated April 16, 2019.
- 1.7 "Interco-operative Agreement" means the Contract between the County of Prince William Virginia and the Contractor for Inmate Telephone and Other Technologies (Contract No. 5026188) dated December 14, 2017.
- 1.8 "Procurement Officer" means Anna Lansaw or her designee.
- 1.9 "State" means the State of Maryland.
- 1.10 "TGR" means Total Gross Revenue.

2. Scope of Work

- 2.1 The Contractor shall provide all Inmate Telecommunication Services and Technology Services to the Department. These services shall be provided in accordance with this Contract and the Intergovernmental Cooperative Purchasing Agreement referenced in the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The Contractors Proposal letter and financial offering dated April 16, 2019
Exhibit B- Prince William RFP7002082 dated May 3, 2017

Exhibit C- Prince William Inmate Telephones and Other Technologies (PWMRADC 5026188) dated December 14, 2017.
Exhibit D - Contract Affidavit

- 2.2** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed. Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR 21.07.01.04, is obtained.

3. Period for Performance

- 3.1** The Contract shall start as of the date of full execution by the parties (the "Effective Date"). From this date, the Contract shall be for a period of three years and four months beginning September 1, 2019 and ending on December 31, 2022. The State at its sole option, shall have the unilateral right to extend the contract for up to five additional, one-year term in accordance with Exhibit C.
- 3.2** The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.
- 3.3** Audit, confidentiality, document retention, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1** Contractor shall charge the Department's inmates the calling rates detailed in Exhibit A of this Contract.
- 4.2** Contractor shall charge for other services in accordance with Exhibit A of this Contract.
- 4.3** The Contractor shall not pay the Department a commission on this contract.
- 4.4** The Contractor shall submit invoices for reimbursement as required in Exhibit A. Invoices that contain both fixed price and time and material items must clearly identify the items to either fixed price or time and material billing. Each invoice must include the Contractor's Federal Tax Identification Number: 63-1071001. The Contractor's eMM identification number is 278998. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the

Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 4.5 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

5. **Personnel**

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. **Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

7. **Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer.

8. **Insurance Requirements**

The Contractor shall maintain workers' compensation coverage, and property and casualty insurance as required in the Exhibit C. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by Exhibit C, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the

Procurement Officer in writing, if policies are cancelled or not renewed 35 days in advance of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be named as an additional named insured on the property and casualty policy and as required in the Exhibit C.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it

has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public

enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person who enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

22.1 The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after close out of this Contract and final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation,

or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department or Agency, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

22.2 This provision shall survive expiration of this Contract.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

24.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

24.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

26. Indemnification

26.1 Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

26.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

26.5 Section 26 shall survive expiration of this Contract.

27. Commercial Nondiscrimination

27.1 As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions.

This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 27.2** As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

28. Security Requirements and Incident Response

- 28.1** The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and agency information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>.
- 28.2** The Contractor agrees to notify the Department or Agency when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- 28.3** The Contractor further agrees to notify the Department or Agency within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department or Agency chief information officer and Department or Agency chief information security officer.
- 28.4** The Contractor agrees to notify the Department or Agency within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the Department or Agency's data.
- 28.5** If an unauthorized use or disclosure of any personally identifiable information (PII), protected health information (PHI) or other private/confidential data (collectively "Sensitive Data") occurs, the Contractor must provide written notice to the Department or Agency within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State Department or Agency) requests concerning such unauthorized use or disclosure.
- 28.6** The Contractor, within one day of discovery, shall report to the Department or Agency any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) what corrective action the Contractor has taken or shall take to prevent

future similar unauthorized use or disclosure.

- (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

- 28.7** The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State Department or Agency) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- 28.8** This Section shall survive expiration or termination of this Contract.

29. Administrative

- 29.1** Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager.

James DiPino
Department of Public Safety and Correctional Services
6776 Reisterstown Road
Suite 311-12
Reisterstown, Md. 21215

- 29.2** Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Anna Lansaw
Director of Procurement
Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Baltimore, Maryland 21286
Telephone #: (410) 339-5013
Fax #: (410) 339-4240
anna.lansaw@maryland.gov

If to the Contractor:

GTL Legal Department
12021 Sunset Hills Road, Suite 100
Reston, VA. 20190

Telephone # (703) 955-3910
Fax #: (703) 435-0980
legal@gtl.net

30. Limitations of Liability

- 30.1** For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability shall not exceed **the revenue claimed by the Contractor for the duration of the Contract**. Third-party claims arising under Section 26 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 30.2** In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

31. Prompt Pay Requirements

- 31.1** If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department at its option and in its sole discretion, may take one or more of the following actions:
- a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2** An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3** An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this section 31, may not:
- a) Affect the rights of the contracting parties under any other provision of law;
 - b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - c) Result in liability against or prejudice the rights of the Department.
- 31.4** The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Liquidated Damages for MBE

- 32.1** The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 32.2** Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a

- 35.3** The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 35.4** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

Jonathan Walker
By: Jonathan Walker
EVP Business Development

5/9/19
Date

Witness: Andrea P. Melna

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

Robert J. ...
By:

8/19/19
Date

Witness: Sheri D. Smith

Approved for form and legal sufficiency
this 21st day of May, 20 19

Stewart W. Nathan
Assistant Attorney General

APPROVED BY BPW: 8/14/19
(Date)

7-15
(BPW Item #)



Global Tel*Link Corporation
www.gtl.net

Corporate Headquarters
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Operations Center
107 St. Francis Street
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April 16, 2019

Anna Lansaw
Director of Procurement
Office of the Secretary
Department of Public Safety and Correctional Services
300 E Joppa Road
Suite 100
Towson, MD 21286

Re: Maryland DPSCS – GTL/PWM Collective Procurement Offer

Dear Ms. Lansaw:

Pursuant to our conversation, Global Tel Link (GTL) is pleased to restate our offer to Maryland Department of Public Safety and Correctional Services (DPSCS) under the Prince William Manassas (PWM) Intergovernmental Collective Procurement Agreement that has now been approved for use by MD DPSCS/DOIT and other governmental agencies throughout the northeast United States.

As stated in our original offer letter dated November 26th, 2018, this methodology allows DPSCS the ability to take advantage of another government agency's due diligence and therefore procure needed services in a much more cost effective and efficient manner. This process also provides DPSCS with immediate access to much-needed technologies. It also provides for their rapid deployment, improving overall communication between inmates and their loved ones, a well-documented key in reducing recidivism, improving reentry efforts and increasing safety and security for DPSCS.

GTL's offer to DPSCS includes the following:

- **Contract Term:** Initial five (5) year term with five (5) additional one (1) year renewal options
- **Lower Phone ITS Calling Rate:** lower per minute rate for inmates, friends and family of **\$0.0320/minute** – down from the current **\$0.0345/minute**, with no fees or taxes.
- **Wireless Infrastructure:** Complete installation of GTL Wi-Fi network at all DPSCS prison locations providing inmates access to tablet applications within common living areas.
- **GTL Inspire 3 Inmate Tablets:** including all standard applications at no cost to DPSCS. Initial provisioning will be one (1) tablet for every six (6) inmates. Please reference the attached "Rate List" for free applications and application access that can be paid for by the inmates or their friends and family.
- **Tablet Applications:** include the following:
 - **Secure Inmate Messaging:** which is proven to reduce the amount of traditional postal mail coming into correctional facilities thus reducing contraband.
 - **Phone Calling:** Inmates can make phone calls via the Inspire tablet using the phone app. All calls are monitored and recorded the same way as a call placed on a traditional inmate phone.



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- **Video Visitation:** tablet-based video visitation that will only connect if properly docked in the charging shelves.
- **Entertainment Applications:** Music, Movies, E-Books, Games, etc
- **Free Tablet Content:** Inmate handbook, prisons policies, access to law Library, VRS Purple application, inmate requests, grievances and much more.
- **Payment Services Options:** GTL Lobby Kiosks deployed at mutually agreed upon DPSCS locations that support visitors, as well as web-based and phone deposits. Please reference the rate schedule that is attached.
- **Two (2) Additional MBE certified field technicians.** GTL will continue to support MD DPSCS MBE goals.
- **Optional ITS Upgrade:** GTL can upgrade your current Inmate Telephone System technology refresh to our latest software and hardware.
- **Tablet Education Applications:** Educational applications that will support the DPSCS reentry initiatives. Advanced educational applications are cost-based, and costs are dependent upon the courses and content selected by DPSCS. GTL has thousands of programs to select from under five main categories: Education, Life Skills, Cognitive Behavior Therapy, Substance Abuse, and Workforce Development. Once the need has been solidified GTL will provide any costs that may be associated with the education solution that DPSCS wishes.
- **Continuity of Current Services:** All current GTL technologies, account management, GTL's state manager and quantities of service personnel in place today will either carry over to the new contract or be increased. This would include, but not be limited to all calls and recordings being accessed from within the existing system and the retention of GTL's Data IQ Fusion analyst, who is already, and will continue to be, a dedicated resource for DPSCS.

In closing, should you need clarification after reviewing our offer letter, please feel free to contact me directly. We look forward to continuing and expanding our successful partnership with you and the Department of Public Safety and Correctional Services.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Walker".

Jonathan Walker
EVP, Business Development
j.walker@gtl.net
(615) 440-3080

Attachment: GTL Tablet Applications, Free and Per Minute Cost based list

Cc: James W. DiPino Sr., Deputy Director of Procurement Services
Phillip M. Andrews, GTL Outside Council
Anthony Pellegrino, GTL-RSVP

Tablet Applications Rate List

Free to Inmate	Access Cost to Inmate (\$0.05 per minute)
Inmate Requests	Inmate Messaging
Grievances	Religious Content
Commissary Ordering	Games
Law Library	Streaming Music
PREA	News
Facility PDF documents	Movies
Premium Education (free to inmate, cost to DPSCS – if desired)	Books
	Various DPSCS Approved Content Sites
	Other Media/Content as requested by DPSCS
Additional Services	
Video Visitation	\$0.25 Per Minute, Paid By Inmate or Family /Friend
Family / Friend Messaging	\$0.25 per Message
Photo Attachment	\$0.25 per Photo
Promotional Pricing	\$0.03 Per Minute

Commissary / Trust / Parole and Electronic Supervision Rate Schedule

Commissary / Trust Deposits via Web / IVR	
Deposit Range	Deposit Fee
\$ 5.00 - \$ 39.99	\$2.75
\$40.00 - \$ 59.99	\$3.75
\$60.00 - \$ 79.99	\$4.75
\$80.00 - \$150.00	\$5.75

Parole and Electronic Supervision	
Deposit Range	Deposit Fee
\$ 5.00 - \$ 39.99	\$2.75
\$ 40.00 - \$ 59.99	\$3.75
\$ 60.00 - \$ 79.99	\$4.75
\$ 80.00 - \$ 99.99	\$5.75
\$100.00 - \$150.00	\$6.75